

Company Number 10826586

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

LES SEARLE GROUP LIMITED (Company)

26 June **2017 (Circulation Date)**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the resolution below is passed as a special resolution (the **Resolution**).

SPECIAL RESOLUTION

THAT the draft articles of association attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution.

The undersigned, a person entitled to vote on the above resolution on the Circulation Date, hereby irrevocably agrees to the Resolution:

THURSDAY



A24 *A6B3E6EX* 20/07/2017 #208
COMPANIES HOUSE

Signed by **LESLIE DAVID SEARLE**:

L Searle
26/6/17
~~7/7/17~~

Date:

Signed by **DENISE JOYCE SEARLE**:

Dee Searle
26/6/17
~~7/7/17~~

Date:

NOTES

1. If you agree to the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

By Hand: delivering the signed copy to Leslie David Searle at Parsonage Farm Office, Parsonage Way, Horsham, West Sussex RH12 4AQ.

Post: returning the signed copy by post to Leslie David Searle at Parsonage Farm Office, Parsonage Way, Horsham, West Sussex RH12 4AQ.

If you do not agree to the Resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the Resolution, you may not revoke your agreement.

3. Where, by 28 days from the Circulation Date, insufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please indicate your agreement and notify us as soon as possible.

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
LES SEARLE GROUP LIMITED

1. Interpretation

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

Act	means the Companies Act 2006;
Articles	means the Company's articles of association for the time being in force;
Business Day	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Deemed Transfer Notice	means a Transfer Notice that is deemed to have been served under any provision of these Articles;
Fair Value	means in relation to shares, as determined in accordance with Article 7;
Model Articles	means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (<i>SI 2008/3229</i>) as amended

	prior to the date of adoption of these Articles and reference to a numbered "Model Article" is a reference to that article of the Model Articles;
Original Shareholder	means Leslie David Searle, Denise Searle and Leslie Herbert Searle;
Proposed Sale Price	has the meaning given in Article 5.1;
Sale Shares	has the meaning given in Article 5.1;
Seller	has the meaning given in Article 5.1;
Transfer Notice	has the meaning given in Article 5.1;
Transfer Price	has the meaning given in Article 5.5;
Valuers	means the accountants for the time being of the Company or, if they decline the instruction, an independent firm of accountants jointly appointed by the Company and the Seller or, in the absence of agreement between the Company and the Seller on the identity of the expert within 10 Business Days of the expiry of the 10 Business Day period referred to in Article 5.4, an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants in England and Wales (in each case acting as an expert and not as an arbitrator); and
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, save that, for the purposes of Article 5, Article 6, and Article 8 "writing" or "written" shall not include the sending or supply of notices, documents or information in electronic form (other than by fax).

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have those meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision is a reference to it as it is in force on the date when these Articles become binding on the Company.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date on which these Articles become binding on the Company under that statute or statutory provision.

- 1.7 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

2. Adoption of the Model Articles

- 2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.
- 2.2 Model Articles 14, 26(5), 27, 28 and 29 shall not apply to the Company.

3. Directors' Interests

A director may vote as a director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote, his vote shall be counted and he shall be included in the quorum when any such contract or arrangement is under consideration.

4. Share Transfers: General

- 4.1 In these Articles, reference to the transfer of a share includes the transfer, assignment, transmission or other disposal of a beneficial or other interest in

that share, or the creation of a trust or encumbrance over that share, and reference to a share includes a beneficial or other interest in a share.

4.2 No shareholder shall transfer any share except:

4.2.1 with the unanimous consent of the shareholders; or

4.2.2 in accordance with these Articles.

4.3 A shareholder may transfer all or any of his or its shares to any other shareholder and such transfer shall not be subject to the rights of pre-emption set out in Article 5.

4.4 The directors must register any duly stamped or certified exempt transfer made in accordance with these Articles and shall not have any discretion to register any transfer of shares which has not been made in compliance with these Articles.

4.5 Any transfer of shares by way of a sale under these Articles shall be deemed to include a warranty that the transferor sells the shares with full title guarantee.

5. Pre-emption Rights on the Transfer of Shares

5.1 Except where the provisions of Article 4.3, Article 6 or Article 8 apply, a shareholder (**Seller**) wishing to transfer his shares (**Sale Shares**) must give notice in writing (**Transfer Notice**) to the Company giving details of the proposed transfer including:

5.1.1 if he wishes to sell the Sale Shares to a third party, the name of the proposed buyer; and

5.1.2 the price (in cash) at which he wishes to sell the Sale Shares (**Proposed Sale Price**).

- 5.2 A Transfer Notice (or Deemed Transfer Notice) constitutes the Company the agent of the Seller for the sale of the Sale Shares in accordance with the provisions of these Articles.
- 5.3 Once given, a Transfer Notice may only be withdrawn by the Seller where the Transfer Price of the Sale Shares comprised within a Transfer Notice is to be the Fair Value and such Fair Value is less than the Proposed Sale Price. In such case, the Seller may, within 10 Business Days of receipt of notification of the Fair Value, withdraw the Transfer Notice.
- 5.4 The Transfer Price for each Sale Share the subject of a Transfer Notice shall, save where expressly provided otherwise in these Articles, be the price per Sale Share (in cash) agreed between the Seller and the Original Shareholders (excluding the Seller) or, in default of agreement within 10 Business Days of the date of service of the Transfer Notice, the Fair Value of each Sale Share determined in accordance with Article 7.
- 5.5 As soon as practicable following the determination of the Transfer Price, the directors shall (unless the Transfer Notice is withdrawn in accordance with Article 5.3) offer the Sale Shares for sale in the manner set out in the remaining provisions of this Article 5 at the Transfer Price. Each offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered.
- 5.6 The directors shall offer the Sale Shares to the shareholders (other than the Seller) excluding any shareholder whose shares are, at the date of the Transfer Notice, the subject of a Deemed Transfer Notice.

5.7 The directors shall offer the Sale Shares to the shareholders (other than the Seller), inviting them to apply in writing within the period from the date of the offer to the date 20 Business Days after the offer (both dates inclusive) (**Offer Period**) for the maximum number of Sale Shares they wish to buy.

5.8 If:

5.8.1 at the end of the Offer Period, the total number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the directors shall allocate the Sale Shares to each shareholder who has applied for Sale Shares in the proportion which his existing holding of shares bears to the total number of shares in issue (excluding those held by the Seller). Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Sale Shares being allocated, in which case, the allocation of any such fractional entitlements among the shareholders shall be determined by the directors). No allocation shall be made to a shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy;

5.8.2 not all Sale Shares are allocated following allocations in accordance with Article 5.8.1, but there are applications for Sale Shares that have not been satisfied, the directors shall allocate the remaining Sale Shares to such applicants in accordance with the procedure set out in Article 5.8.1. The procedure set out in this Article 5.8.2 shall apply on any number of consecutive occasions until either all Sale Shares have been allocated or all applications for Sale Shares have been satisfied; and

- 5.8.3 at the end of the Offer Period, the total number of Sale Shares applied for is less than the number of Sale Shares, the directors shall allocate the Sale Shares to the shareholders in accordance with their applications. The balance (**Surplus Shares**) may, with the prior written consent of the Original Shareholders (excluding the Seller), be transferred to the buyer identified in the Transfer Notice (if any) in accordance with Article 5.12.
- 5.9 The directors shall, when no further offers or allocations are required to be made under Article 5.8 to Article 5.9, give notice in writing of the allocations of Sale Shares (**Allocation Notice**) to the Seller and each shareholder to whom Sale Shares have been allocated (each, an **Applicant**). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant and the place and time for completion of the transfer of the Sale Shares (which shall be at least 10 Business Days, but not more than 20 Business Days, after the date of the Allocation Notice).
- 5.10 On the date specified for completion in the Allocation Notice, the Seller shall, against payment from an Applicant, execute and deliver a transfer of the Sale Shares allocated to such Applicant, in accordance with any requirements specified in the Allocation Notice, together with the relevant share certificate(s) (or an indemnity in lieu thereof).
- 5.11 If the Seller fails to comply with Article 5.10:
- 5.11.1 the Chairman (or, failing him, any other director or some other person nominated by a resolution of the directors) may, as agent on behalf of the Seller:

- (a) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
- (b) receive the Transfer Price and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Transfer Price); and
- (c) (subject to the transfers being duly stamped) enter the Applicants in the register of shareholders as the holders of the Sale Shares purchased by them; and

5.11.2 the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered his certificate(s) for the relevant Sale Shares or an indemnity, in a form reasonably satisfactory to the directors, in respect of any lost certificate, together, in either case, with such other evidence (if any) as the board may reasonably require to prove good title to those Sale Shares, to the Company.

5.12 Where an Allocation Notice does not relate to all the Sale Shares, then the Seller may, at any time during the 20 Business Days following the date of service of the Allocation Notice, transfer the Surplus Shares to the buyer identified in the Transfer Notice (if any) at a price at least equal to the Transfer Price. *The Seller shall not be permitted to transfer any such Surplus Shares to a third party buyer if that buyer was not identified in the Transfer Notice.*

6. Compulsory Transfers

- 6.1 A shareholder is deemed to have served a Transfer Notice under Article 5.1 in respect of all of his or its shares immediately before any of the following events:
- 6.1.1 an order being made for the shareholder's bankruptcy; or
 - 6.1.2 an arrangement or composition with any of the shareholder's creditors being made; or
 - 6.1.3 the shareholder convening a meeting of his creditors, or taking any other steps with a view to making an arrangement or composition in satisfaction of his creditors generally; or
 - 6.1.4 the shareholder being unable to pay his debts as they fall due within the meaning of section 268 of the Insolvency Act 1986; or
 - 6.1.5 a receiver being appointed over or in relation to, all or any material part of the shareholder's assets; or
 - 6.1.6 the happening in relation to a shareholder of any event analogous to any of the above in any jurisdiction in which he is resident, carries on business or has assets; or
 - 6.1.7 the shareholder lacking capacity (under section 2 of the Mental Capacity Act 2005) to make decisions in relation to the Company or his shareholding.
- 6.2 Within the period commencing on the death of a shareholder and expiring at midnight on the second anniversary of such date, the directors may by notice in writing served on (a) the legal representative or (b) transmittes of the deceased shareholder (as the case may be) notify him that the deceased

shareholder is, with immediate effect, deemed to have served a Transfer Notice under Article 5.1 in respect of all of his or its shares.

- 6.3 A Deemed Transfer Notice has the same effect as a Transfer Notice, except that the Deemed Transfer Notice takes effect on the basis that it does not identify a proposed buyer or state a price for the Sale Shares and the Transfer Price for the Sale Shares shall be the aggregate Fair Value of those shares, determined by the Valuers in accordance with Article 7.

7. Valuation

- 7.1 The Valuers shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the Company and the Seller in writing of their determination.

- 7.2 The Fair Value for any Sale Share shall be the price per share determined in writing by the Valuers on the following bases and assumptions:

7.2.1 valuing each of the Sale Shares as a proportion of the total value of all the issued shares in the capital of the Company with a premium or discount being attributable to the percentage of the issued share capital of the Company which they represent or for the rights or restrictions applying to the Sale Shares;

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

7.2.3 the sale is to be on arms' length terms between a willing seller and a willing buyer;

7.2.4 the Sale Shares are sold free of all encumbrances; and

7.2.5 the sale is taking place on the date the Valuers were requested to determine the Fair Value.

7.3 The shareholders are entitled to make submissions to the Valuers and will provide (or procure that the Company provides) the Valuers with such assistance and documents as the Valuers reasonably require for the purpose of reaching a decision, subject to the Valuers agreeing to give such confidentiality undertakings as the shareholders may reasonably require.

7.4 To the extent not provided for by this Article 7, the Valuers may, in their reasonable discretion, determine such other procedures to assist with the valuation as they consider just or appropriate.

7.5 The Valuers shall act as expert and not as arbitrator and their written determination shall be final and binding on the shareholders (in the absence of manifest error or fraud).

7.6 The cost of obtaining the Valuers' valuation shall be borne by the Company and the Seller equally or in such other proportions as the Valuers direct.

8. Drag Along

8.1 If the holders of at least 60% of the issued share capital of the Company (**Drag Sellers**) wish to transfer all (but not some only) of their respective shares to a bona fide purchaser on arm's length terms (**Proposed Buyer**), the Drag Sellers may require all other holders of shares in the Company to sell and transfer their shares (**Called Shares**) to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this article (**Drag Along Option**).

8.2 The Drag Sellers may exercise the Drag Along Option by giving written notice to that effect to the Called Shareholders (**Drag Along Notice**) at any time

before the transfer of the Drag Sellers' shares to the Proposed Buyer. The Drag Along Notice shall specify:

8.2.1 that the relevant Called Shareholder is required to transfer all of his Called Shares pursuant to this Article 8;

8.2.2 the person to whom the Called Shares are to be transferred;

8.2.3 the purchase price payable for the Called Shares which shall, for each Called Share, be an amount at least equal to the price per share offered by the Proposed Buyer for the Drag Sellers' shares; and

8.2.4 the proposed date of the transfer.

8.3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Drag Sellers have not sold their respective shares to the Proposed Buyer within 30 Business Days of serving the Drag Along Notice. The Seller may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.

8.4 No Drag Along Notice shall require the Called Shareholder to agree to any terms except those specifically set out in this Article 8.

8.5 Completion of the sale of the Called Shares shall take place on the Completion Date. Completion Date means the date proposed for completion of the sale of the Drag Sellers' shares unless:

8.5.1 the Drag Sellers and the Called Shareholder agree otherwise in which case the Completion Date shall be the date agreed in writing by them;
or

8.5.2 that date is less than 10 Business Days after the date on which the Drag Along Notice is served, in which case the Completion Date shall be 20 Business Days after service of the Drag Along Notice.

8.6 Neither the proposed sale of the Drag Sellers' shares to the Proposed Buyer nor the sale of the Called Shares by the Called Shareholders shall be subject to the rights of pre-emption set out in Article 5.

8.7 On or before the Completion Date, the Called Shareholders shall execute and deliver a stock transfer form(s) for the Called Shares, together with the relevant share certificate(s) (or a suitable indemnity for any lost share certificate(s)) to the Company. On the Completion Date, the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts due pursuant to Article 8.2 to the extent that the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders in trust for the Called Shareholders without any obligation to pay interest.

8.8 To the extent that the Proposed Buyer has not, on the Completion Date, put the Company in funds to pay the purchase price due in respect of the Called Shares, the Called Shareholders shall be entitled to the return of the stock transfer form(s) and share certificate(s) (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this Article 8 in respect of their shares.

8.9 If any Called Shareholder does not, on or before the Completion Date, execute and deliver (in accordance with Article 8.7) transfer(s) in respect of all of the

Called Shares held by him, that Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Drag Sellers to be his agent to execute all necessary transfer(s) on his behalf, against receipt by the Company (on trust for such holder) of the purchase price payable for the Called Shares, and to deliver such transfer(s) to the Proposed Buyer (or as he may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder of the Called Shares, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this Article 8.9.