

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

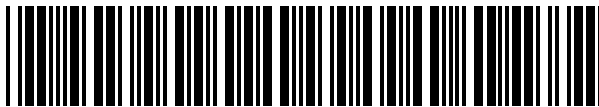
Company Number **14468960**

The Registrar of Companies for England and Wales, hereby certifies that

ZAUN GROUP LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **8th November 2022**



N14468960P



Companies House



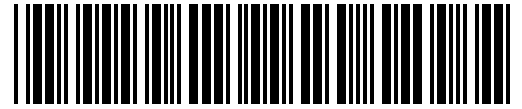
**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01(ef)

Application to register a company



Received for filing in Electronic Format on the: **04/11/2022**

XBG1L54Y

Company Name in full: **ZAUN GROUP LIMITED**

Company Type: **Private company limited by shares**

Situation of Registered Office: **England and Wales**

Proposed Registered Office Address: **C/O ZAUN LIMITED STEEL DRIVE
WOLVERHAMPTON
UNITED KINGDOM WV10 9ED**

Sic Codes: **64209**

Proposed Officers

Company Director *1*

Type: **Person**

Full Forename(s): **ALASTAIR ROY**

Surname: **HENMAN**

Former Names:

Service Address: **recorded as Company's registered office**

*Country/State Usually
Resident:* **UNITED KINGDOM**

Date of Birth: ****/06/1969** *Nationality:* **BRITISH**

Occupation: **CHARTERED ENGINEER**

The subscribers confirm that the person named has consented to act as a director.

Statement of Capital (Share Capital)

<i>Class of Shares:</i>	ORDINARY	<i>Number allotted</i>	1
<i>Currency:</i>	GBP	<i>Aggregate nominal value:</i>	1
<i>Prescribed particulars</i>			

FULL RIGHTS REGARDING VOTING, PAYMENT OF DIVIDENDS AND DISTRIBUTIONS

Statement of Capital (Totals)

<i>Currency:</i>	GBP	<i>Total number of shares:</i>	1
		<i>Total aggregate nominal value:</i>	1
		<i>Total aggregate unpaid:</i>	0

Initial Shareholdings

Name: ALASTAIR HENMAN

Address C/O ZAUN LIMITED STEEL
DRIVE
WOLVERHAMPTON
UNITED KINGDOM
WV10 9ED

Class of Shares: **ORDINARY**

Number of shares: **1**

Currency: **GBP**

*Nominal value of each
share:* **1**

Amount unpaid: **0**

Amount paid: **1**

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Individual Person with Significant Control details

Names: **ALASTAIR ROY HENMAN**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/06/1969** *Nationality:* **BRITISH**

Service address recorded as Company's registered office

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

<i>Nature of control</i>	The person holds, directly or indirectly, 75% or more of the voting rights in the company.
<i>Nature of control</i>	The person holds, directly or indirectly, 75% or more of the shares in the company.
<i>Nature of control</i>	The person has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Name: **ALASTAIR HENMAN**
Authenticated **YES**

Authorisation

Authoriser Designation: **subscriber** *Authenticated* **YES**

COMPANY HAVING A SHARE CAPITAL

Memorandum of Association of ZAUN GROUP LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share.

Name of each subscriber	Authentication
ALASTAIR HENMAN	Authenticated Electronically

Dated: 04/11/2022

Company number:

**PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION OF
ZAUN GROUP LIMITED
(COMPANY)**

1. DEFINITIONS AND INTERPRETATION

1.1 In these Articles the following definitions will apply:

Act

the Companies Act 2006;

acting in concert

has the meaning set out in the City Code on Takeovers and Mergers in force for the time being;

Adoption Date

the date of the adoption of these Articles by the Company;

Auditors

the auditors of the Company for the time being or if, in relation to any reference made to such auditors in accordance with these Articles, the auditors of the Company are unable or unwilling to act in connection with that reference, a chartered accountant nominated by, and engaged on terms approved by, the Directors, with the consent of the Founder, and acting as agent for the Company and each relevant Shareholder;

Bad Leaver

a Non-Founder Shareholder who is, or whose Representative is, an employee or director of, or a consultant to, the Group and in any case who ceases to be such an employee, director or consultant in the circumstances set out in article 7 as a result of:

- (a) the voluntary resignation of that Non-Founder Shareholder or his Representative (other than for a reason set out in the definition of Good Leaver); or
- (b) any other circumstances in which he is not a Good Leaver or a Very Bad Leaver;

Board Invitee

any of the following:

- (a) the trustees of any trust, approved by the Founder, which is established for the benefit of the employees of the Company or any Group Company and/or any of the persons referred to in section 1166 of the Act; and/or
- (b) any person(s) (being a current or future employee or officer of a Group Company) nominated by the Founder;

Business Day

any day (other than a Saturday, Sunday or public holiday) during which banks in London are open for normal business;

Cessation Date

the date of cessation of a Non-Founder Shareholder or his Representative as determined under article 7.5;

Change of Control

the acquisition (by any means) by a Third Party Purchaser of any interest in any Shares if, upon completion of that acquisition, that Third Party Purchaser (together with any person

connected with or acting in concert with that Third Party Purchaser) would be entitled to exercise more than 75% of the total voting rights normally exercisable at any general meeting of the Company;

Compulsory Transfer Notice

has the meaning given in article 7.2;

Compulsory Transfer Shares

in relation to a Non-Founder Shareholder or his Representative, any Shares held by the Relevant Member at the time of the relevant Transfer Event together with, in any case, any further Shares transferred to or received by any person connected with that Non-Founder Shareholder at any time which are derived from any such Shares, whether by transfer, conversion, consolidation or sub-division, or by way of capitalisation, rights or bonus issue or otherwise;

Director

a duly appointed director of the Company for the time being;

Eligible Director

a Director who would be entitled to vote on the matter at a meeting of the Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter) and references to eligible directors in article 8 of the Model Articles shall be construed accordingly;

Encumbrance

any mortgage, charge (fixed or floating), pledge, lien, option, hypothecation, restriction, right to acquire, right of pre-emption or interest (legal or equitable) including any assignment by way of security, reservation of title, guarantee, trust, right of set off or other third party right or any other security interest having a similar effect howsoever arising (but excluding any such rights or arrangements arising under these Articles);

Exit

- (a) a sale of the entire issued share capital of the Company to a third party or a disposal of the whole; or
- (b) a sale of substantially the whole of the Group's business and assets to a third party; or
- (c) the admission of all or any part of the Shares to listing on the Official List of the United Kingdom Listing Authority and to trading on the London Stock Exchange's market for listed securities or to listing and/or trading on any other recognised investment exchange (as defined in The Financial Services and Market Act 2000);

Fair Value

the price which the Auditors state in writing to be their opinion of the fair value of the Shares concerned, calculated on the basis that:

- (a) the fair value is the sum which a willing buyer would agree with a willing seller on an arm's length sale to be the purchase price for the Shares concerned on a sale of the entire share capital of the Company;
- (b) account shall be taken of the size of the holding which the relevant Shares comprise and on whether those Shares represent a Founder or minority interest;
- (c) account shall be taken of the fact that the transferability of the relevant Shares is restricted under these Articles;
- (d) if the Company is then carrying on business as a going concern, it will continue to do so; and
- (e) any difficulty in applying any of the bases set out above shall be resolved by the Auditors as they, in their absolute discretion, think fit;

Founder

Alastair Henman;

Founder Director

a Director appointed by the Founder;

Good Leaver

a Non-Founder Shareholder who is, or whose Representative is, an employee or director of, or a consultant to, the Group and in any case who ceases to be such an employee, director or consultant in the circumstances set out in article 7 as a result of:

- (a) the death of that Non-Founder Shareholder or his Representative;
- (b) disability or incapacity through ill health (other than where such ill health arises from the abuse of alcohol or drugs) where the Founder considers such ill health is preventing, or is likely to prevent, the Non-Founder Shareholder or his Representative from performing his normal duties;
- (c) the termination of that Non-Founder Shareholder's or his Representative's engagement or employment by the Group in circumstances that are determined by a decision of an Employment Tribunal or Court, which decision is final and no longer appealable, to be or amount to wrongful dismissal where the Non-Founder Shareholder or his Representative has commenced proceedings in respect of such claim within 3 months of the Cessation Date; or
- (d) any other reason which the Founder determines, in his absolute discretion within 60 Business Days of the Non-Founder Shareholder's or his Representative's Cessation Date, shall result in the Non-Founder Shareholder being a Good Leaver for the purposes of these Articles;

Group

the Company and its subsidiaries and subsidiary undertakings for the time being and references to a **Group Company** or **member of the Group** shall be construed accordingly;

Ineligible Person

any minor or any person connected with an existing Shareholder, any Shareholder, any Leaver or any Representative of any Leaver or any competitor of the Group who in any case is not the Founder or any person connected with the Founder;

Leaver

a Non-Founder Shareholder who is or becomes subject to a Transfer Event, whether through his acts or omissions or those of his Representative or otherwise under these Articles or the Shareholders Agreement;

Model Articles

the model articles for private companies limited by shares contained in schedule 1 of the Companies (Model Articles) Regulations 2008 as amended prior to, and in force as at, the Adoption Date;

Non-Founder Shareholder

a person who holds Shares whether in his own name or through his connected persons but who is not the Founder or a person connected with the Founder;

Relevant Member

a Non-Founder Shareholder in respect of whom the Founder or the Founder Director has notified the Company that an event shall be treated as a Transfer Event in accordance with article 7.1;

Relevant Securities

any Shares, or any right to subscribe for or convert any securities into any Shares;

Representative

any person who is a representative of a Non-Founder Shareholder, whether such person is a Director or is employed or engaged by any member of the Group and howsoever such person is connected with the Non-Founder Shareholder (whether as a shareholder, officer, employee, consultant or otherwise);

Sale Shares

has the meaning given in article 6.1.3(a);

Service Agreement

a contract of employment or consultancy agreement in a form approved by the Founder on the Group's behalf and a Non-Founder Shareholder or his Representative;

Share

any share of any class in the capital of the Company for the time being;

Shareholder

a registered holder for the time being of an issued Share, as recorded in the register of members of the Company;

Shareholders Agreement

an agreement relating to the Company which is made (1) between the Founder and any other Shareholder or (2) between the Company, the Founder and the Shareholders and/or their respective connected parties;

Third Party Purchaser

any person who is not a party to the Shareholders Agreement for the time being or a person connected with such a party;

Transfer Event

has the meaning given in article 7.1;

Transfer Notice

a notice in accordance with article 6 that a Shareholder wishes to transfer his Shares; and

Very Bad Leaver

- (a) a Non-Founder Shareholder who is, or whose Representative is, summarily dismissed for gross misconduct or who is discovered to have committed fraud against the Group after a Non-Founder Shareholder has become a Leaver; or
- (b) a Non-Founder Shareholder who is, or whose Representative is, found to have breached any good faith, goodwill, restrictive covenant or confidentiality obligations that apply to him in relation to the Group, whether such obligations arise under his Service Agreement, the Shareholders Agreement, these Articles, the Act or otherwise.

1.2 These Articles and the provisions of the Model Articles (subject to any modifications set out in these Articles) shall constitute all the articles of association of the Company.

1.3 In these Articles a reference to:

- 1.3.1 a statutory provision includes a reference to the statutory provision as replaced, modified or re-enacted from time to time before or after the Adoption Date and any subordinate legislation made under the statutory provision before or after the Adoption Date;
- 1.3.2 a "subsidiary" shall include a reference to a "subsidiary" and a "subsidiary undertaking" (each as defined in the Act) and a reference to a "holding company" shall include a reference to a "holding company" and a "parent undertaking" (each as defined in the Act);
- 1.3.3 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a

- legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- 1.3.4 writing includes any mode of reproducing words in a legible and non-transitory form other than email and fax;
- 1.3.5 "these Articles" is to these articles of association (including the provisions of the Model Articles incorporated in them), and a reference to an article is to an article of these Articles, in each case as amended from time to time in accordance with the terms of these Articles and the Act; and
- 1.3.6 any agreement or document is to that agreement or document as in force for the time being and as amended from time to time in accordance with the terms of that agreement or document or with the agreement of all the relevant parties.
- 1.4 All consents or approvals to be given by the Founder in respect of any provision of these Articles must be given in writing.
- 1.5 The contents table and headings in these Articles are for convenience only and do not affect the interpretation or construction of these Articles.
- 1.6 Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.7 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 1.8 Any question as to whether a person is "connected with" another shall be determined in accordance with section 1122 Corporation Tax Act 2010 (except that in construing section 1122 "control" has the meaning given by section 1124 or section 450 of that Act so that there is control whenever section 1124 or 450 requires) which shall apply in relation to these Articles as it applies in relation to that Act and for the avoidance of doubt a person may be connected with a body corporate and vice versa.
- 1.9 These Articles shall be binding on and shall survive for the benefit of the personal representatives and successors-in-title of each party.
- 2. RIGHTS ATTACHING TO SHARES**
- 2.1 Save as provided otherwise in these Articles, the Shares shall confer the same rights upon the holders of those Shares.
- 2.2 Subject to articles 4.5, 4.6 and 7.6, and the provisions of the Act, at a general meeting of the Company on a show of hands every Shareholder who (being an individual) is present in person or by proxy, or (being a corporation) is present by a representative duly authorised under section 323 of the Act, shall have one vote and on a poll every Shareholder present in person, by representative or by proxy shall have one vote for every Share of which it is the holder. Save where a Shareholder is disenfranchised, on a written resolution every Shareholder shall have one vote for each Share of which it is the holder.
- 3. ISSUE OF SHARES**
- 3.1 Notwithstanding any other provision of these Articles, the maximum issued share capital of the Company shall be £7,320,000 divided into 7,230,000 Shares.
- 3.2 The Directors may allot, grant or otherwise dispose of Relevant Securities to such persons at such times and generally on such terms and conditions as they think fit, in any case with the consent of the Founder, provided that no Share shall be issued at a discount to market value or to an Ineligible Person.
- 3.3 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to the Company.
- 3.4 Notwithstanding any other provision of these Articles, no Share shall be allotted to a person who is not already a party to the Shareholders Agreement unless that person has entered into a deed of adherence to, and in the form required by, the Founder.

3.5 Where any Share is issued to an existing Shareholder holding Shares, such new Share shall, if so required by the Founder, on and from the time of registration of the allotment of that Share in the register of members of the Company, be immediately and automatically (without resolution of the Shareholders or Directors) re-designated as a Share of the same class as the Shares already held by such Shareholder.

4. **TRANSFER OF SHARES - GENERAL**

4.1 Subject to articles 4.2 and 4.3, the Directors shall forthwith register any duly stamped transfer made in accordance with, or permitted by, these Articles and the Directors shall not register any transfer of Shares which is not so made or permitted. Article 26(5) of the Model Articles shall not apply to the Company.

4.2 No transfer, other than one made under article 9, shall be registered unless the relevant transferee, if not already a party to the Shareholders Agreement, has entered into a deed of adherence to, and in the form required by, the Founder.

4.3 For the purposes of ensuring that:

4.3.1 a transfer of any Share is in accordance with these Articles;

4.3.2 no circumstances have arisen whereby a Shareholder is required to give or may be deemed to have given a Transfer Notice in respect of any Share; or

4.3.3 no circumstances have arisen whereby the provisions of article 9 are required to be or ought to have been triggered,

the Directors may from time to time and shall, if so requested to do by the Founder, require any Shareholder to provide, or to procure that any person named as the transferee in any transfer lodged for registration or any other person whom the Directors or the Founder reasonably believe to have information relevant to such purpose provides, such information and evidence as the Directors or the Founder may reasonably require for such purpose. Pending such information or evidence being provided, the Directors are entitled to and shall, if so requested to do by the Founder, refuse to register any relevant transfer of Shares.

4.4 If any information or evidence provided pursuant to article 4.3 discloses to the reasonable satisfaction of the Founder that circumstances have arisen whereby a Shareholder may be required to give or be deemed to have given a Transfer Notice, the Directors may, with the consent of the Founder (and shall, if so requested to do by the Founder) by notice in writing to the relevant Shareholder, require that a Transfer Notice be given in respect of the Shares concerned.

4.5 In any case where a Non-Founder Shareholder gives, or is required to give, a Transfer Notice in accordance with the provisions of these Articles and such Transfer Notice is not duly given within a period of 10 Business Days of written notice from the Directors to the relevant Shareholder requesting that such Transfer Notice be duly given, such Transfer Notice shall be deemed to have been given immediately upon the expiry of that period of 10 Business Days. Notwithstanding any other provision of these Articles, unless the Founder resolves otherwise, any Shares which are the subject of a Transfer Notice deemed to have been subject to this article 4.5 (and any Shares received after the date of service, or deemed service, of any such Transfer Notice by way of rights or on a capitalisation in respect of the Shares which are the subject of that Transfer Notice) shall with effect from the date of the relevant deemed Transfer Notice (or, if later, the date on which such Shares are issued), cease to confer upon the holder of those Shares any right to receive dividends or distributions or to receive notice of, or attend, speak or vote at, any general meeting of the Company (or at any meeting of the holders of any class of Shares) or any right to receive or vote on any written resolution of the Company (or the holders of any class of Shares) until such time as another person is entered in the register of members of the Company as the holder of those Shares.

4.6 If the Representative of a Non-Founder Shareholder is suspended from his employment or engagement with the Group or is removed from his office, the Shares held by that Non-Founder Shareholder shall with effect from the date of the relevant suspension or removal, cease to confer upon the holder of those Shares any right to receive dividends or distributions or to receive notice of, or attend, speak or vote at, any general meeting of the Company (or at any meeting of the holders of any class of Shares) or any right to receive or vote on any written resolution of the Company (or the holders of any class of Shares) until such time as either the

Representative is removed from suspension by the Founder or the Representative is reinstated by the Directors (with the approval of the Founder) as an officer of the Group or a person other than that Non-Founder Shareholder is entered in the register of members of the Company as the holder of those Shares following the deemed service of a Compulsory Transfer Notice in accordance with these Articles.

- 4.7 Notwithstanding any other provision of these Articles, 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 all Encumbrances.
- 4.8 No transfer of any Share which is the subject of a Transfer Notice or a Compulsory Transfer Notice shall be permitted pursuant to article 5 unless it is with the prior written consent of the Founder by express reference to this article.
- 4.9 Where any Share is transferred to an existing Shareholder, such Share shall, if so requested by the Founder, on and from the time of registration of the transfer of that share in the register of members of the Company, be immediately and automatically (without resolution of the Shareholders or Directors) re-designated as a Share of the same class as the Shares already held by such Shareholder.

5. **PERMITTED TRANSFERS**

Any Shares may be transferred at any time with the prior written consent of the Founder.

6. **PRE-EMPTION ON TRANSFER OF SHARES**

6.1 **Transfer Notice**

6.1.1 Except as permitted under article 5 (Permitted Transfers) or as provided for in articles 8 (Drag Along) and 9 (Tag Along), and subject to article 6.1.2, any Non-Founder Shareholder (a **Seller**) who wishes to transfer all of his Shares or any interest in all such Shares (but not any part only) shall, before transferring or agreeing to transfer such Share (or interest), give notice in writing (a **Transfer Notice**) to the Founder and to Company of its wish.

6.1.2

- (a) A Non-Founder Shareholder in respect of whom a Compulsory Transfer Notice has been served pursuant to article 7 may not serve a Transfer Notice under this article 6.
- (b) No more than one Transfer Notice may be served during any consecutive period of 12 months.
- (c) The Founder may expedite or amend the procedure in this article 6 where, in his reasonable view, such expedition or amendment is required in order to protect the goodwill of the Group.

6.1.3 Subject to article 6.1.4, a Transfer Notice shall:

- (a) state the number and class of Shares (or interest in Shares) (the **Sale Shares**) which the Seller wishes to transfer;
- (b) state the name of the person to whom the Seller wishes to transfer the Sale Shares;
- (c) state the price per Sale Share (the **Proposed Price**) at which the Seller wishes to transfer the Sale Shares;
- (d) relate to only one class of Share;
- (e) constitute the Company as the agent of the Seller in relation to the sale of the Sale Shares in accordance with this article 6; and
- (f) not be capable of variation or cancellation without the consent of the Founder other than the Seller.

6.1.4 Where a Transfer Notice is one which is deemed to have been given by virtue of any provision of these Articles:

- (a) it shall relate to all the Shares registered in the name of the Seller;
- (b) the Transfer Price shall be determined in accordance with articles 6.2.1(b) and (c);
- (c) it shall be irrevocable; and
- (d) the Seller may retain any Sale Shares which are not repurchased, cancelled, bought back or otherwise transferred under articles 6.3 or 6.4 or for which Buyers (as defined in article 6.6.2) are not found provided that the Seller shall be subject to article 4.5 (mutatis mutandis).

6.2 **Transfer Price**

6.2.1 The Sale Shares will be offered for sale in accordance with this article 6 at the following price (the **Transfer Price**):

- (a) subject to the consent of the Founder, the Proposed Price; or
- (b) such other price as may be agreed between the Seller and the Directors (excluding any Seller who is also a Director), with the consent of the Founder, within 10 Business Days of the date of service (or deemed service) of the Transfer Notice; or
- (c) if no price is agreed pursuant to article (b) within the period specified in that article, or if the Founder directs at any time during that period, whichever is the lower of (i) the Proposed Price and (ii) the Fair Value determined in accordance with article 6.2.2.

6.2.2 If the Seller and the relevant Directors are unable to agree on the Transfer Price in accordance with article 6.2.1(b) or if the Founder directs in accordance with article 6.2.1(c), the Directors shall forthwith instruct the Auditors to determine and certify the Fair Value of each Sale Share.

6.2.3 The decision of the Auditors (who shall be deemed to act as an expert and not as an arbitrator) shall be final and binding on the Shareholders, save in the event of fraud or manifest error, and their costs for reporting on their opinion of the Fair Value shall, subject to article 6.2.4, be borne as directed by the Auditors (taking into account the conduct of the parties) or, in the absence of any such direction, as to one half by the Seller and the other half by the Company.

6.2.4 Where in the case of a Transfer Notice which is deemed to have been given by virtue of any provision of these Articles, the Fair Value is less than or equal to the price proposed by the relevant Directors to the Seller not less than 5 Business Days prior to receipt of the Auditors' report by the Company, then the Auditors' fees shall be borne wholly by the Seller.

6.3 **Company right of first refusal**

Unless the Founder determines otherwise, the Sale Shares shall be repurchased, cancelled or otherwise bought back by the Company within a period of six months from the date on which the Company received the Transfer Notice (or the Compulsory Transfer Notice as the case may be).

6.4 **Board Invitee**

Subject to article 6.3, if the Company does not repurchase, cancel or otherwise buy back the Sale Shares by the expiry of the period of six months referred to in article 6.3, the Directors may with the consent of the Founder offer the Sale Shares to a Board Invitee who shall have a further period of up to three months to complete the purchase of the Sale Shares.

6.5 **Offer Notice**

6.5.1 If the Sale Shares are not repurchased, cancelled or otherwise bought back by the Company or else transferred to a Board Invitee following the expiry of the period of three months referred to in article 6.4, the procedure set out in this article 6.5 shall apply.

- 6.5.2 Subject to article 6.5.3, the Directors shall serve a notice (an **Offer Notice**) on all Shareholders within 10 Business Days of the Transfer Price being agreed or determined in accordance with these Articles.
- 6.5.3 An Offer Notice shall not be sent to, and no Sale Shares shall be treated as offered to:
- (a) the Seller or his connected persons;
 - (b) any Shareholder who, at the date of the Offer Notice, is bound to give, or has given or is deemed to have given a Transfer Notice in respect of any Shares registered in his name; and
 - (c) any Non-Founder Shareholder upon whom a Compulsory Transfer Notice has been served pursuant to article 7.
- 6.5.4 An Offer Notice shall:
- (a) state the Transfer Price;
 - (b) contain the other relevant information set out in the Transfer Notice;
 - (c) invite the relevant offerees to respond in writing to the Company stating the number of Sale Shares which they wish to purchase; and
 - (d) expire, and the offer made in that notice to an offeree shall be deemed to be withdrawn if not previously accepted by such offeree, on a date which is not less than 20 nor more than 40 Business Days after the date of service of the Offer Notice.

6.6 Allocation of Sale Shares

- 6.6.1 After the expiry of the period specified in the Offer Notice or, if sooner, upon all Shareholders to whom an Offer Notice was sent having responded to that Offer Notice (in either case the **Allocation Date**), the Directors shall allocate the Sale Shares in accordance with the applications received provided that:
- (a) if there are applications for more than the number of Sale Shares available, the Sale Shares shall be allocated to the relevant applicants in proportion (as nearly as practicable but without allocating to any applicant more Sale Shares than he applied for) to the number of Shares held by each of them respectively;
 - (b) the allocation of any fractional entitlements to Sale Shares amongst the Shareholders shall be dealt with by the Directors, with the consent of the Founder, in such manner as they see fit; and
 - (c) no Sale Shares shall be allocated to:
 - (i) any Shareholder who, at the Allocation Date, is bound to give, or has given or is deemed to have given, a Transfer Notice in respect of any Shares registered in his name; or
 - (ii) any Non-Founder Shareholder upon whom a Compulsory Transfer Notice has been served pursuant to article 7.
- 6.6.2 Within 5 Business Days of the Allocation Date the Directors shall give notice in writing (an **Allocation Notice**) to the Seller and each Shareholder to whom Sale Shares have been allocated pursuant to article 6.6.1 (each a **Buyer**). An Allocation Notice shall state:
- (a) the number and class of Sale Shares allocated to that Buyer;
 - (b) the name and address of the Buyer;
 - (c) the aggregate purchase price payable by the Buyer in respect of the Sale Shares allocated to him;
 - (d) the information (if any) required pursuant to article 6.6.4; and

- (e) subject to article 6.6.4, the place, date and time (being not less than 2 nor more than 5 Business Days after the date of service of the Allocation Notice) at which completion of the sale and purchase of the relevant Sale Shares shall take place.
- 6.6.3 Subject to article 6.6.4, completion of a sale and purchase of Sale Shares pursuant to an Allocation Notice shall take place at the place, date and time specified in the Allocation Notice when the Seller will, upon payment of the Transfer Price in respect of the Sale Shares allocated to a Buyer, transfer those Sale Shares, and deliver the relevant share certificate(s) in respect of those Shares, to that Buyer.
- 6.6.4 If the total number of Shares applied for and allocated to the Buyers in accordance with article 6.6.1 is less than the total number of Sale Shares then:
 - (a) the Allocation Notice will contain a further offer (the **Further Offer**) to the Buyers inviting them to apply for further Sale Shares at the Transfer Price;
 - (b) the Further Offer shall expire, and shall be deemed to be withdrawn, upon the expiry of the period (being not more than 20 Business Days) specified in the Allocation Notice;
 - (c) any Sale Shares accepted by the Buyers pursuant to the Further Offer shall be allocated amongst them in accordance with the provisions of articles 6.6.1(a) and 6.6.1(b); and
 - (d) following the allocation of any Sale Shares amongst the Buyers in accordance with article (c), and provided all the Sale Shares have then been allocated, the Directors shall issue revised Allocation Notices in accordance with article 6.6.2 but omitting article (d).
- 6.6.5 Subject to article 6.6.6, the service of an Allocation Notice (or a revised Allocation Notice in accordance with article 6.6.4) shall constitute the acceptance by a Buyer of the offer to purchase the number of Sale Shares specified in that notice on the terms offered to that Buyer.
- 6.6.6 Unless the Founder determines otherwise, if after following the procedure set out in this article 6 the total number of Shares applied for and allocated to the Buyers remains less than the total number of Sale Shares, then:
 - (a) notwithstanding any other provision of this article 6 no Sale Shares shall be deemed to have been allocated to any Buyer and the Seller and the Buyers shall not be bound to sell or purchase any Sale Shares in accordance with this article 6; and
 - (b) the Company shall notify the Seller that it has failed to find Buyers for all or some (as the case may be) of the Sale Shares.

6.7 **Default by the Seller**

- 6.7.1 If a Seller shall fail for any reason to transfer any Sale Shares to a Buyer when required by this article 6, the Directors may (and will, if requested to do so by the Founder) authorise and instruct any Director as agent or attorney to execute each necessary transfer of Sale Shares and a waiver of claims from the Seller in favour of the Group and its officers on the Seller's behalf and to deliver that transfer and waiver to the relevant Buyer.
- 6.7.2 The Company may receive the purchase money from a Buyer on behalf of the Seller and thereafter shall, subject to due stamping, enter the name of that Buyer in the register of members of the Company as the holder of the Sale Shares so transferred to him. The receipt of the Company for the purchase money shall constitute a good discharge to the Buyer (who shall not be bound to see to the application of it) and after the Buyer has been registered in purported exercise of the power conferred by this article 6.7 the validity of the proceedings shall not be questioned by any person.

6.7.3 The Company shall hold the relevant purchase money on trust for the Seller (but without interest) and the Company shall not pay such money to the Seller until he has delivered the share certificate(s) in respect of the relevant Shares (or a suitable indemnity or other documentation if an interest in Shares is being transferred, in each case in a form reasonably satisfactory to the Founder) to the Company.

6.8 Transfers following exhaustion of pre-emption rights

If any Sale Shares are not allocated to a Buyer under any of the foregoing provisions of this article 6 the Seller may, at any time within 3 calendar months of the date of service of the notice referred to in article 6.6.6(b), sell any of those unallocated Sale Shares to the person named in the Transfer Notice at not less than the Transfer Price (without any deduction, rebate or allowance to the proposed purchaser) provided that:

- 6.8.1 no Sale Shares shall be issued to an Ineligible Person;
- 6.8.2 no Sale Shares shall be sold to, and the Directors shall not register a transfer to, a person who is not already a Shareholder without the prior written consent of the Founder;
- 6.8.3 the Seller shall not be entitled to sell only some of the Sale Shares without the prior written consent of the Founder; and
- 6.8.4 the Directors shall not register the transfer if as a result of such transfer the proposed purchaser would be required to make an offer in accordance with article 9 until such time as that offer has been made and, if accepted, completed.

7. COMPULSORY TRANSFERS OF NON-FOUNDER SHAREHOLDERS

7.1 In this article 7 each of the following shall be a **Transfer Event** in relation to a Non-Founder Shareholder:

- 7.1.1 the death of that Non-Founder Shareholder or his Representative;
- 7.1.2 that Non-Founder Shareholder or his Representative is subject to an insolvency or bankruptcy event or process of any kind;
- 7.1.3 that Non-Founder Shareholder or his Representative suffering from mental disorder and being admitted to hospital or, by reason of his mental health, being subject to any court order which wholly or partly prevents that Non-Founder Shareholder from personally exercising any powers or rights which that Non-Founder Shareholder would otherwise have; or
- 7.1.4 that Non-Founder Shareholder or his Representative, being a director or employee of, or a consultant to, the Group, ceasing to be such a director, employee or consultant; or
- 7.1.5 that Non-Founder Shareholder or his Representative breaching any provision of these Articles or the Shareholders Agreement which breach, if capable of remedy in the opinion of the Founder, has not been remedied to the satisfaction of the Founder within 5 Business Days of a notice from the Founder to that Non-Founder Shareholder requesting such remedy,

and, in any such case, the Founder or the Founder Director notifying the Company in writing or by email within twelve months of the occurrence of such event (or, if later, within twelve months of the date on which the Founder first became aware of the occurrence of such event) that such event is a Transfer Event in relation to that Non-Founder Shareholder or his Representative for the purposes of this article 7.

7.2 Upon the Founder or the Founder Director notifying the Company that an event is a Transfer Event in respect of a Non-Founder Shareholder in accordance with article 7.1, the Relevant Member and any other person holding Compulsory Transfer Shares, shall be deemed to have served a Transfer Notice (a **Compulsory Transfer Notice**) in respect of all the Compulsory Transfer Shares held from time to time by each of them respectively. A Compulsory Transfer Notice shall supersede any current Transfer Notice in respect of any Compulsory Transfer Shares.

- 7.3 The Compulsory Transfer Shares shall be offered for sale in accordance with the provisions of article 6 as if the Compulsory Transfer Shares were Sale Shares except that where the relevant Transfer Event falls within the provisions of article 7.1.4, the Sale Shares shall not be offered to any Shareholder other than the Founder under article 6.5, and
- 7.3.1 the Transfer Price in respect of the Compulsory Transfer Shares shall be:
- (a) where the Relevant Member is a Bad Leaver, an amount equal to their nominal value or such higher value as the Founder may agree up to the amount originally paid by the Relevant Member for such shares (whether by transfer or through subscription);
 - (b) where the Relevant Member is a Very Bad Leaver, the aggregate sum of £1; and
 - (c) where the Relevant Member is a Good Leaver, the amount paid by the Relevant Member for such shares (whether by transfer or through subscription); and
- 7.3.2 unless a Founder determines otherwise, the Transfer Price for a Bad Leaver and for a Good Leaver shall be paid on an Exit.
- 7.4 Any dispute as to:
- 7.4.1 whether the provisions of article 7.3.1(a) to 7.3.1(c) (inclusive) apply in relation to any Compulsory Transfer Notice;
- 7.4.2 the form, timing or service of the Compulsory Transfer Notice,
- shall not in any case affect the validity of a Compulsory Transfer Notice nor shall it delay the procedure to be followed under article 6 in respect such notice.
- 7.5 For the purposes of article 7.1.4 the date of cessation of a Non-Founder Shareholder's or Representative's employment, directorship or engagement shall be (or be deemed to be) whichever is the first to occur of:
- 7.5.1 the date of a notice given by or on behalf of the Group to the Non-Founder Shareholder or his Representative terminating (or purporting to terminate) that Non-Founder Shareholder's or Representative's employment, directorship or engagement with the Group (or, if later, the date specified in any such notice as being the termination date), regardless of whether any such notice constitutes unfair or wrongful dismissal;
- 7.5.2 the date of a notice given by a Non-Founder Shareholder or his Representative to the Group terminating (or purporting to terminate) that Non-Founder Shareholder's or Representative's employment, directorship or engagement with the Group (or, if later, the date specified in any such notice as being the termination date), regardless of whether any such notice may lawfully be given by the Non-Founder Shareholder or his Representative;
- 7.5.3 the date on which a repudiatory breach of any contract of employment or engagement by either the Non-Founder Shareholder, his Representative or the Group is accepted by the other party to that contract;
- 7.5.4 the date of any event which results in the termination of the contract of employment or engagement under the doctrine of frustration; or
- 7.5.5 in any circumstances other than those specified in articles 7.5.1 to 7.5.4, the date on which the Non-Founder Shareholder or his Representative actually ceases to be employed or engaged by the Group.
- 7.6 Notwithstanding any other provision of these Articles, unless the Founder resolves otherwise, any Compulsory Transfer Shares shall, with effect from the date of the relevant Compulsory Transfer Notice (or, if later, the date on which such Shares are issued), cease to confer on the holder of those Shares any right to receive dividends or distributions or to receive notice of, or attend, speak or vote at, any general meeting of the Company (or at any meeting of the holders of any class of Shares) or any right to receive or vote on any written resolution of the Company (or the holders of any class of Shares) until such time as another person is entered in the

register of members of the Company as the holder of those Compulsory Transfer Shares (or other Shares).

7.7 If the Directors (acting reasonably during the two year period following the Cessation Date of a Non-Founder Shareholder) determine that:

7.7.1 any Good Leaver has, at any time after becoming a Good Leaver, become a Very Bad Leaver; or

7.7.2 any Bad Leaver has, at any time after becoming a Bad Leaver, become a Very Bad Leaver,

then the Group shall be entitled to notify the relevant Leaver to that effect. At all times following the giving of this notification, the relevant Leaver shall be treated as if he had at all times been a Very Bad Leaver. To the extent that the consideration for the Compulsory Transfer Shares which was paid to the relevant Leaver before this notification was made exceeded the consideration which would have been payable had the relevant Leaver been treated as a Very Bad Leaver at the time this payment was made (**Overpayment Amount**), the Leaver who received the Overpayment Amount (**Recipient**) shall, immediately following the giving of this notification, be obliged to remit to the person who paid such consideration (**Payer**) the full amount of the Overpayment Amount and the Payer shall be entitled to set off against such Overpayment Amount any and all amounts payable, due or owing by it to the Recipient in such proportions as the Payer shall see fit.

7.8 If a Relevant Member shall fail for any reason to transfer any Compulsory Transfer Shares when required to do so, the Directors may (and will, if requested to do so by the Founder) authorise and instruct any Director as agent or attorney to execute each necessary transfer of Compulsory Transfer Shares on the Relevant Member's behalf and to deliver that transfer and any other ancillary or related documents to the transferee (including a waiver of claims from the Relevant Member in favour of the Group and its officers on the Relevant Member's behalf and to deliver that transfer and waiver to the relevant transferee).

7.9 Articles 27(2)(a) and 28 of the Model Articles shall not apply to the Company.

8. DRAG ALONG

8.1 If the Founder and his permitted transferees or connected persons (together the **Selling Shareholders**) wish to transfer all their Shares to a Third Party Purchaser or if the Selling Shareholders wish to transfer the entire issued share capital of the Company to a Third Party Purchaser for a market value, they shall have the option (a **Drag Along Option**) to require all of the other Shareholders (the **Continuing Shareholders**) to transfer all their Shares with full title guarantee to the Third Party Purchaser (or as the Third Party Purchaser shall direct) in accordance with this article.

8.2 The Selling Shareholders shall exercise the Drag Along Option by giving notice to that effect (a **Drag Along Notice**) to each of the Continuing Shareholders at any time before the registration of the transfer of the Selling Shareholders' Shares. A Drag Along Notice shall specify:

8.2.1 that the Continuing Shareholders are required to transfer all their Shares (the **Continuing Shares**) pursuant to this article 8;

8.2.2 the identity of the Third Party Purchaser;

8.2.3 the value for which the Continuing Shares are to be transferred, determined in accordance with article 8.4 (the **Drag Along Consideration**); and

8.2.4 the proposed date of transfer (if known).

8.3 A Drag Along Notice may be revoked by the Selling Shareholders at any time prior to the completion of the sale and purchase of the Continuing Shares.

8.4 The Drag Along Consideration shall carry the same value per Continuing Share as that offered, given, paid or payable by, or due from, the Third Party Purchaser in respect of each Share held by the Selling Shareholders taking into account any adjustments for indebtedness and for working capital.

- 8.5 Upon the service of a Drag Along Notice each Continuing Shareholder is required, as a legally binding commitment, not to divulge or communicate to any third party either the fact that the Selling Shareholders wish to transfer their Shares to a Third Party Purchaser or any other information concerning the sale and purchase of any of the Selling Shareholders' Shares or the Continuing Shares pursuant to this article 8.
- 8.6 Completion of the sale and purchase of the Continuing Shares shall take place on the same date as completion of the sale and purchase of the Selling Shareholders' Shares (unless the Founder and all of the Continuing Shareholders shall agree otherwise).
- 8.7 Upon the service of a Drag Along Notice each Continuing Shareholder shall be deemed to have irrevocably appointed each of the Selling Shareholders (severally) as the agent of the Continuing Shareholder to execute, in the name of and on behalf of that Continuing Shareholder, any stock transfer form and covenant for full title guarantee in respect of the Continuing Shares registered in the name of that Continuing Shareholder and to do such other things as the agent may consider necessary or desirable to transfer and complete the sale of the Continuing Shares pursuant to this article 8, including agreeing and executing a waiver of claims from the Continuing Shareholders in favour of the Group and its officers on the Continuing Shareholder's behalf.
- 8.8 The provisions of this article 8 shall prevail over any contrary provisions of these Articles and, for the avoidance of doubt, the rights of pre-emption on transfer of Shares contained in article 6 shall not apply to the transfer of any Shares to a Third Party Purchaser named in a Drag Along Notice (or as that Third Party Purchaser may direct). Any Transfer Notice served in respect of a Share which has not been allocated to a Buyer in accordance with article 6 shall automatically be revoked by the service of a Drag Along Notice.
- 8.9 Upon any person (a **New Shareholder**) becoming, at any time after the service of a Drag Along Notice, a registered holder of any Share pursuant to the exercise of any option, warrant or other right to subscribe for or acquire Shares, a Drag Along Notice, on the same terms as the then current Drag Along Notice, shall immediately be deemed to have been served upon that New Shareholder. Upon the deemed service of a Drag Along Notice pursuant to this article 8.9 the New Shareholder shall become bound to sell and transfer to the Third Party Purchaser (or as the Third Party Purchaser may direct) any Share acquired by him as a result of the exercise of any such option, warrant or other right to subscribe for or acquire Shares. The provisions of this article 8.9 shall apply mutatis mutandis to the sale of any such Shares by such New Shareholder provided that completion of the sale and purchase of those Shares shall take place on whichever is the later of:
- 8.9.1 the date on which a Drag Along Notice is deemed to have been served on the New Shareholder pursuant to this article 8.9; and
- 8.9.2 the date of completion of the sale and purchase of the Continuing Shares pursuant to the original Drag Along Notice.

9. TAG ALONG

- 9.1 Save in the case of a transfer of Shares which is permitted in accordance with the provisions of article 5, but otherwise notwithstanding any other provision of these Articles, no sale or other disposition of any Shares (the **Committed Shares**) which would result in a Change of Control shall be made or registered unless before the transfer is lodged for registration:
- 9.1.1 the Founder has consented to such transfer; and
- 9.1.2 the relevant Third Party Purchaser has made a bona fide offer (a **Tag Along Offer**) by notice in writing (a **Tag Along Notice**) to acquire, in accordance with this article 9, from all the Shareholders other than the Third Party Purchaser (or persons connected with or acting in concert with him) all the Shares which are not Committed Shares (the **Uncommitted Shares**) for the value (the **Tag Along Consideration**) calculated in accordance with article 9.3.
- 9.2 A Tag Along Notice shall:
- 9.2.1 state the Tag Along Consideration;
- 9.2.2 state the identity of the Third Party Purchaser;

- 9.2.3 invite the relevant offerees to respond in writing to the Third Party Purchaser stating that they wish to accept the Tag Along Offer; and
 - 9.2.4 expire, and the offer made in the Tag Along Notice to an offeree shall be deemed to be withdrawn if not previously accepted by such offeree, on the date (being not less than 5 nor more than 20 Business Days after the date of service of the Tag Along Notice) specified in the Tag Along Notice.
- 9.3 For the purposes of this article 9 the Tag Along Consideration shall be the same value per Uncommitted Share as that offered, given, paid or payable by, or due from, the Third Party Purchaser in respect of each Committed Share, such value to be satisfied in the form the Third Party Purchaser shall offer.
- 10. GENERAL MEETINGS**
- 10.1 Unless otherwise agreed by the Founder, no business shall be transacted at any general meeting unless the Founder is present at the commencement of the business and also when such business is voted upon. The attendance of the Founder, present either in person, by proxy or by a duly appointed corporate representative shall be a quorum.
- 10.2 Any Non-Founder Shareholder in respect of whom a Compulsory Transfer Notice has been served pursuant to article 7 or who has served (or deemed to have served) a Transfer Notice shall not be present at, nor be required in order to form a quorum at, any general meeting.
- 10.3 Article 41 of the Model Articles shall be amended by the addition of the following as a new paragraph 41(7) in that article: "If within half an hour of the time appointed for the holding of an adjourned meeting a quorum is not present, the meeting shall be dissolved".
- 10.4 The Founder or, if the Founder is not acting as chairman, the chairman of the board of Directors for the time being shall chair general meetings. If the chairman is unable to attend any general meeting, the Founder shall nominate another person present at the meeting, to act as chairman of the meeting and the appointment of the chairman shall be the first business transacted at the meeting. Article 39 of the Model Articles shall not apply to the Company.
- 10.5 A poll may be demanded at any general meeting by:
- 10.5.1 the chairman; or
 - 10.5.2 by any Shareholder present and entitled to vote on the relevant resolution.
- Article 44(2) of the Model Articles shall not apply to the Company.
- 10.6 Article 44(3) of the Model Articles shall be amended by the insertion of the following as a new paragraph at the end of that article: "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made".
- 10.7 Article 45(1) of the Model Articles shall be amended as follows:
- 10.7.1 by the deletion of the words in Article 45(1)(d) and the insertion of the following in their place: "is delivered to the Company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate"; and
 - 10.7.2 by the insertion of the following as a new paragraph at the end of Article 45(1): "and a proxy notice which is not delivered in such manner shall be invalid unless the Directors, in their discretion subject to the consent of the Founder accept the proxy notice any time before the meeting".
- 11. APPOINTMENT AND REMOVAL OF DIRECTORS**
- 11.1 The number of Directors shall be no less than one who shall be the Founder Director.
- 11.2 Article 17 of the Model Articles shall not apply to the Company.
- 11.3 The Founder shall have the right, exercisable from time to time and on more than one occasion to appoint up to five people to be Directors and, from time to time and on more than one occasion, to remove any such person appointed by him. Any person appointed by the Founder

shall be referred to as a "Founder Director". Where the Founder is also a Director, he shall be referred to as a "Founder Director" for the purposes of these Articles.

- 11.4 Any appointment or removal pursuant to article 11.3 shall be made by notice in writing (including by email) to the Company. Such notice shall take effect when the notice is received by the Company or, if later, on such date (if any) as may be specified in the notice.
- 11.5 Without prejudice to article 11.3 or to any remedies or rights which the Founder might otherwise have, the Founder (whether acting as Founder or as a Founder Director) may, from time to time and on more than one occasion remove any Director from office, with or without notice. Any removal pursuant to this article 11.5 shall be made orally, or in writing or by email to the Company by or on behalf of the Founder, with a copy being sent to the relevant Director. Such notice shall take effect when the notice is received by the Company or, if later, on such date (if any) as may be specified in the notice.
- 11.6 Any Director who is a Representative shall immediately cease to hold office if the Non-Founder Shareholder with whom that Director is connected or by whom that Director was appointed becomes or is deemed to be a Leaver or has otherwise served (or been deemed to have served) a Transfer Notice or Compulsory Transfer Notice.
- 11.7 Any Director who is a Representative shall immediately cease to hold office if he commits any act or omits to take any act which would make him or would be deemed to make him a Bad Leaver or Very Bad Leaver as if he were a Non-Founder Shareholder, notwithstanding that he is not a Shareholder and notwithstanding that no Transfer Notice or Compulsory Transfer Notice may have been served on the relevant Non-Founder Shareholder.
- 11.8 Any Director who is a Representative shall immediately cease to hold office if he is suspended from his office by a resolution of all of the other Directors, including the Founder Director.
- 11.9 Any Director who is a Representative shall immediately cease to hold office if a majority of the Directors (including the Founder Director) resolve to remove such person from his office.
- 11.10 Any Director who ceases to be a Director under this article 11 shall also be deemed to have ceased to be a director of each other member of the Group in respect of which he is a director.
- 11.11 A Non-Founder Shareholder shall indemnify and hold harmless the Group and the other Shareholders and the Group's officers and employees from and against all claims, disputes or proceedings and any losses, liabilities costs and expenses incurred by the Group and/or the other Shareholders in relation to the cessation or termination of office of that Non-Founder Shareholder's Representative and in relation to any acts or omissions of that Non-Founder Shareholder's Representative.
- 11.12 In any case where, as a result of death or bankruptcy, the Company has no Shareholders and no Directors, the transmittee(s) of the Founder shall have the right, by notice in writing, to appoint a natural person who is willing to act and is permitted to do so, to be a Director. Article 27(3) of the Model Articles shall be modified accordingly.

12. APPOINTMENT OF CHAIRMAN

- 12.1 The chairman of the board of Directors shall be such person as is nominated in writing by the Founder. Article 12 of the Model Articles shall not apply to the Company.
- 12.2 If the chairman for the time being is unable to attend any meeting of the Directors then the Founder shall be entitled to nominate another Director to act as chairman of that meeting.

13. PROCEEDINGS OF DIRECTORS

13.1 Notice

Unless directed or agreed otherwise by the Founder:

- 13.1.1 meetings of the Directors may be convened by any Director by not less than 5 Business Days' notice provided that a meeting of the Directors may be convened by not less than 24 hours' notice if the Founder agrees in writing; and
- 13.1.2 notice of each meeting of the Directors shall be sent to each Director at his usual address, fax number or email address notified to the Company provided that:

- (a) each notice of a meeting shall be accompanied by a proposed agenda and any supporting papers; and
- (b) each meeting shall deal with the business set out in the agenda which accompanied the notice convening that meeting unless the Founder determines otherwise.

Article 9(1) of the Model Articles shall not apply to the Company.

13.2 **Quorum**

Subject to article 13.4.1 one Eligible Director who shall be the Founder Director, present either in person or by his alternate (where appointed), shall be a quorum for any meeting of the Directors. No business shall be transacted at any meeting of the Directors unless the Founder Director is present at the commencement of the business and also when such business is voted upon. Article 11(2) of the Model Articles shall not apply to the Company.

13.3 **Voting**

13.3.1 Save as agreed otherwise in writing by the Founder, all decisions made at any meeting of the Directors (or of any committee of the Directors) shall be made by resolution of a majority of the Directors with the consent or approval of the Founder.

13.3.2 Save as agreed otherwise in writing by the Founder, where the Founder is a Director and there is an equal number of votes for and against a resolution, the Founder shall have a second or casting vote in his capacity as a Director.

13.4 **Adjournment**

13.4.1 If within 30 minutes of the time appointed for a meeting of the Directors there is no quorum present, the Founder Director present may adjourn the meeting to a place and time not less than 5 Business Days later and shall procure that notice of such adjourned meeting is given to each Director in accordance with article 13.1. If at such adjourned meeting a quorum is not present within 30 minutes of the time appointed for the adjourned meeting (or such longer period as the chairman may allow), then the Founder Director shall constitute a quorum and may conduct the business of the meeting.

13.4.2 If at any time before a meeting of the Directors or at such a meeting itself, the Founder Director for any reason that such meeting should be adjourned or reconvened at another time or date (being not more than 5 Business Days after the date proposed for the meeting), then such meeting shall be adjourned or reconvened accordingly and no business shall be transacted at such meeting after such a request has been made. No meeting shall be adjourned more than once pursuant to this article 13.4.2.

14. **TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**

14.1 Subject to sections 177 and 182 of the Act and (where applicable) to any terms and conditions imposed by the Directors under article 15.3, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way (whether directly or indirectly) interested in an existing or proposed transaction or arrangement with the Company:

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

14.1.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or a committee of Directors) in respect of such transaction or arrangement, or proposed transaction or arrangement, in which he is interested;

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

- 14.1.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
- 14.1.5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- 14.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.
- 14.2 Articles 14(1) to 14(4) of the Model Articles shall not apply to the Company.
15. **DIRECTORS' CONFLICTS OF INTEREST**
- 15.1 Subject to the consent of the Founder, the Directors may, in accordance with the requirements set out in this article 15, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid situations which conflict or possibly may conflict with the interests of the Company (a **Conflict**).
- 15.2 Any authorisation under this article will be effective only if:
- 15.2.1 the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
- 15.2.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question; and
- 15.2.3 the matter was agreed to without the Director in question or would have been agreed to if his vote had not been counted.
- 15.3 Any authorisation of a Conflict under this article 15 shall be in recorded in writing (but the authorisation shall be effective whether or not the terms are so recorded) and may, whether at the time of giving the authorisation or subsequently:
- 15.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
- 15.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine; and
- 15.3.3 be terminated or varied by the Directors at any time.
- This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.
- 15.4 In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to:
- 15.4.1 disclose such information to the Directors or to any Director or other officer or employee of the Company; or
- 15.4.2 use or apply any such information in performing his duties as a Director, where to do so would amount to a breach of that confidence.
- 15.5 Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the Director:

- 15.5.1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;
 - 15.5.2 is not given any documents or other information relating to the Conflict; and
 - 15.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.
- 15.6 Where the Directors authorise a Conflict:
- 15.6.1 the relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict; and
 - 15.6.2 the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of their authorisation.
- 15.7 A Director may, notwithstanding his office, be a director or other officer of, or employed by or otherwise interested in, a Shareholder who appointed him as a Director (or any company which is for the time being a subsidiary or holding company of that Shareholder or another subsidiary of such holding company or a person which is otherwise affiliated to that Shareholder) and no authorisation under article 15.1 shall be necessary in respect of such interest.
- 15.8 Any Director appointed pursuant to article 11.3 shall be entitled from time to time to disclose to the Shareholder(s) who appointed him such information concerning the business and affairs of the Company as he may, in his absolute discretion, see fit. No Founder Director shall be subject to a Conflict by virtue of his appointment by the Founder unless the Founder determines otherwise.
- 15.9 A Director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors with the consent of the Founder (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 16. DIRECTORS' BENEFITS**
- 16.1 Article 19(2) of the Model Articles shall be amended by the insertion of the following words at the start of that article: "Subject to the consent of the Founder".
- 16.2 Article 19(3) of the Model Articles shall be amended by the insertion of the following words at the start of that article: "Subject to the consent of the Founder and".
- 17. INDEMNITY**
- 17.1 Subject to article 17.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
- 17.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company; and
 - 17.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 17.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 17.2 This article 17 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.

17.3 In this article 17 and in article 18 a **relevant officer** means any Director or any other officer or former director or other officer of the Company, but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

17.4 Article 52 of the Model Articles shall not apply to the Company.

18. **INSURANCE**

18.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any loss or liability which has been or may be incurred by that relevant officer in connection with his duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or any associated company.

18.2 Article 53 of the Model Articles shall not apply to the Company.

19. **DISPUTES**

Where these Articles expressly provide for any dispute in relation to a particular matter to be determined pursuant to this article 19, such dispute shall be referred, with the consent of the Founder, to the Auditors. The decision of the Auditors (who shall be deemed to act as an expert and not as an arbitrator) shall, save in the event of fraud or manifest error, be final and binding on the Company and the Shareholders. The cost of such reference shall be borne as directed in the relevant article or, where no such direction is given, by the party or parties named by the Auditors (taking into account the conduct of the parties and the merits of their respective arguments in relation to any matters in dispute) or, where no such party is named by the Auditors, equally by the parties concerned.

20. **PURCHASE OF OWN SHARES OUT OF CASH**

Subject to the consent of the Founder, the Company may purchase its own Shares to the extent permitted by section 692(1ZA) of the Act.