

COMPANY NUMBER 02649779

COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

OF

EYELEVEL OPTOMETRISTS LIMITED (Company)

The following resolutions were passed by the members of the Company on  
31 May 2019:

**ORDINARY RESOLUTION**

**1. THAT,**

- (a) 55 Ordinary Shares of £1.00 each in the capital of the Company held by Elliot Most be redesignated as 55 A Shares of £1.00 each; and
- (b) 45 Ordinary Shares of £1.00 each in the capital of the Company held by Juliet Most be redesignated as 45 B Shares of £1.00 each.

**SPECIAL RESOLUTION**

- 2. THAT,** the attached articles of association (**New Articles**) be and are hereby adopted as the articles of association of the Company with immediate effect.

  
Director

FRIDAY



A08 \*A8737INN\* 07/06/2019 #223  
COMPANIES HOUSE

DATED

31 May

2019

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**of**  
**EYELEVEL OPTOMETRISTS LIMITED**

**EMMS·GILMORE·LIBERSON**  
Solicitors

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Our reference: JS.MOS004.001

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**COMPANY NO. 10655097**  
**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**EYELEVEL OPTOMETRISTS LIMITED**

(Adopted by special resolution passed on 31 May 2019)

**INTRODUCTION**

**1. INTERPRETATION**

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

**A Director:** any director appointed to the Company by holders of the A Shares;

**A Share:** an ordinary share of £1 in the capital of the Company designated as an A Share;

**A Shareholder:** a shareholder who holds A Shares;

**Appointor:** has the meaning given in article 12.1;

**Articles:** the Company's articles of association for the time being in force;

**B Director:** any director appointed to the Company by holders of the B Shares;

**B Share:** an ordinary share of £1 in the capital of the Company designated as a B Share;  
and

**B Shareholder:** a shareholder who holds B Shares.

**Bad Leaver:** a shareholder who becomes a Departing Employee in circumstances where he is not a Good Leaver;

**Bankruptcy Event:** in relation to a shareholder who is a natural person, an order being made for his bankruptcy, or an arrangement or composition being made with any of his creditors, or where he otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or the happening in relation to that shareholder of any event analogous to any of the same in any jurisdiction in which he is resident, carries on business or has assets;

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

**CA 2006:** the Companies Act 2006;

**Conflict:** a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company;

**Continuing Shareholder:** has the meaning given in article 15.2;

**Controlling Interest:** an interest in shares giving to the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010;

**Deemed Transfer Notice:** a Transfer Notice that is deemed to have been served under any provisions of these Articles;

**Departing Employee:** a shareholder who ceases to be a director and/or employee of the Company (other than by reason of death);

**Eligible A Director:** an A Director who would be entitled to vote on the matter at a meeting of directors (but excluding any A Director whose vote is not to be counted in respect of the particular matter);

**Eligible B Director:** a B Director who would be entitled to vote on the matter at a meeting of directors (but excluding any B Director whose vote is not to be counted in respect of the particular matter);

**Eligible Director:** any Eligible A Director or Eligible B Director (as the case may be);

**Fair Value:** in relation to shares, as determined in accordance with article 17;

**Good Leaver:** a shareholder who becomes a Departing Employee by reason of:

(a) permanent disability or permanent incapacity through ill-health (as verified by an NHS registered doctor of medicine appointed by the Company) which renders him incapable of continued employment in his current position; or

(b) redundancy (as defined in the Employment Rights Act 1996); or

(c) dismissal (including by way of constructive dismissal) by the Company which is determined, by an employment tribunal or court of competent jurisdiction from which there is no right of appeal or where the time period for appeal has expired, to have been wrongful or unfair (other than because of a failure to comply with appropriate disciplinary or grievance procedures);

**holding company:** has the meaning given in article 1.5;

**Interested Director:** has the meaning given in article 9.1;

**Model Articles:** the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) 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;

**Option:** the option agreement of even date with these Articles entered into between Elliot Most (1), Juliet Most (2) and Fuad Mohammadi (3) relating to shares in the Company;

**Purchase Notice:** has the meaning given in article 15.3;

**Sale Shares:** has the meaning given in article 15.2;

**Sale Price:** has the meaning given in article 15.2(b);

**Seller:** has the meaning given in article 15.2;

**SPA:** the share purchase agreement of even date with these Articles entered into between Juliet Most (1) and Fuad Mohammadi (2) relating to shares in the Company;

**subsidiary:** has the meaning given in article 1.5;

**Termination Date:**

(a) where employment ceases by virtue of notice given by the employer to the shareholder, the date on which such notice expires;

(b) where a contract of employment is terminated by the employer and a payment is made in lieu of notice, the date on which notice of termination was served;

(c) where the shareholder concerned is a director but not an employee, the date on which his service agreement (or other terms of appointment) with the Company is terminated; or

(d) in any other case, the date on which the employment or holding of office is terminated;

**Transfer Notice:** an irrevocable notice in writing given by any shareholder to the Continuing Shareholder where the first shareholder desires, or is required by these Articles, to transfer or offer for transfer (or enter into an agreement to transfer) any shares;

**Valuers:** an independent firm of accountants jointly appointed by the shareholders or, in the absence of agreement between the shareholders on the identity of the expert within 10 Business Days of a shareholder serving details of a suggested expert on the other, 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);

**Writing or written:** the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise;

- 1.2 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 CA 2006 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 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the CA 2006.
- 1.6 Unless expressly provided otherwise, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 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.

## **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 6(2), 7, 8, 9(1), 11 to 14 (inclusive), 16, 17, 22, 26(5), 27 to 29 (inclusive), 36, 38, 39, 43, 44(2), 49 and 50 to 53 (inclusive) shall not apply to the Company.
- 2.3 Model Article 20 shall be amended by the insertion of the words "(including alternate directors and the secretary)" before the words "properly incur".
- 2.4 In Model Article 25(2)(c), the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".

- 2.5 Model Articles 31(1)(a) to (c) (inclusive) shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Model Article 31(1)(d) shall be amended by the deletion of the words "either" and "or by such other means as the directors decide".

## **DIRECTORS**

### **3. DIRECTORS' MEETINGS**

- 3.1 Any decision of the directors must be taken at a meeting of directors in accordance with these Articles or must be a decision taken in accordance with article 4.
- 3.2 Subject as provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 3.3 All decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution and resolutions at any meeting of the directors or committee of the directors shall be decided by a majority of votes.
- 3.4 If at any time before or at any meeting of the directors or of any committee of the directors the A Director(s) participating or the B Director participating should request that the meeting be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other directors to participate or for any other reason, which need not be stated) then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted at that meeting after such a request has been made. No more than one such adjournment may be made in respect of the same meeting.
- 3.5 A committee of the directors must include at least one A Director and one B Director. The provisions of article 7 shall apply equally to meetings of any committee of the directors as to meetings of the directors.

### **4. UNANIMOUS DECISIONS OF DIRECTORS**

- 4.1 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 4.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 4.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at a directors' meeting to vote on the matter in accordance with article 7.

**5. NUMBER OF DIRECTORS**

There shall be a minimum number of two directors made up of one A Director and one B Director. There shall be no maximum number of directors. No shareholding qualification for directors shall be required.

**6. CALLING A DIRECTORS' MEETING**

6.1 Any director may call a meeting of directors by giving not less than five Business Days' notice of the meeting (or such shorter period of notice as agreed in writing by at least one A Director and one B Director) to each director or by authorising the Company secretary (if any) to give such notice.

6.2 Notice of any directors' meeting must be accompanied by:

- (a) an agenda specifying in reasonable detail the matters to be raised at the meeting; and
- (b) copies of any papers to be discussed at the meeting.

6.3 Matters not on the agenda, or business conducted in relation to those matters, may be raised at a meeting of directors, but no resolution shall be passed in relation to such matters unless all the directors present at the meeting agree in writing.

**7. QUORUM FOR DIRECTORS' MEETINGS**

7.1 Subject to article 7.4, the quorum at any meeting of the directors (including adjourned meetings) shall be two Eligible Directors (including in each case, their alternates).

7.2 No business shall be conducted at any meeting of the directors unless a quorum is present at the beginning of the meeting and also when that business is voted on.

7.3 If a quorum is not present within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for five Business Days to the same time and place. If a quorum is not present at any such adjourned meeting within 30 minutes of the time specified, then those Eligible Directors (or the sole Eligible Director) present will constitute a quorum.

7.4 For the purposes of any meeting (or part of a meeting):

- (a) held pursuant to article 9 to authorise a Conflict of the B Director; or
- (b) at which the B Director is not permitted to vote on any resolution in accordance with article 9.3 as a result of a Conflict,

the quorum for such meeting (or part of a meeting) shall be one Eligible A Director.

7.5 For the purposes of any meeting (or part of a meeting):

- (a) held pursuant to article 9 to authorise a Conflict of an A Director; or
- (b) at which an A Director is not permitted to vote on any resolution in accordance with article 9.3 as a result of a Conflict,

the quorum for such meeting (or part of a meeting) shall be the Eligible B Director.

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

The directors may appoint a director to chair their meetings, and terminate the chairperson's appointment at any time. The chairperson shall not have a casting vote. If the chairperson for the time being is unable to attend any meeting of the board of directors, the directors shall be entitled to appoint any one of the other directors to act as chair at the meeting.

#### **9. DIRECTORS' INTERESTS**

9.1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not so authorised, involve a director (the **Interested Director**) breaching their duty under section 175 of the CA 2006 to avoid conflicts of interest.

9.2 Any authorisation under this article will be effective only if:

- (a) to the extent permitted by the CA 2006, the matter in question shall have been proposed by any director for consideration 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;
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

9.3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
- (c) provide that the Interested Director will or will not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;

- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
  - (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
  - (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 9.4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 9.5 The directors may revoke or vary such authorisation at any time but this will not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 9.6 Any A Director or B Director shall be entitled from time to time to disclose to the holders of the A Shares (in the case of any A Director) or the holders of the B Shares (in the case of any B Director) such information concerning the business and affairs of the Company as he shall at his discretion see fit, subject only to the condition that if there be more than one A Shareholder or (as the case may be) B shareholder, the director concerned shall ensure that each of the shareholders of the same class receives the same information on an equal footing.
- 9.7 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 in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 9.8 Subject to sections 177(5) and 177(6) of the CA 2006, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the CA 2006.
- 9.9 Subject to sections 182(5) and 182(6) of the CA 2006, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been

entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the CA 2006, unless the interest has already been declared under article 9.8.

9.10 Subject, where applicable, to any terms and conditions imposed by the directors in accordance with article 9.3, and provided a director has declared the nature and extent of his interest in accordance with the requirements of the CA 2006, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- (a) may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested;
- (b) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
- (c) shall be entitled to vote at a meeting of directors (or of a committee of directors) or to participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
- (d) 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;
- (e) 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
- (f) 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 CA 2006)) 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 CA 2006.

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

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in a form that enables the Company to retain a copy of such decisions.

**11. APPOINTMENT AND REMOVAL OF DIRECTORS**

- 11.1 The holder of a majority of the A Shares for the time being shall be entitled to appoint persons to be A Directors of the Company.
- 11.2 The holder of a majority of the B Shares for the time being shall be entitled to appoint one person to be a B Director of the Company.
- 11.3 Any A Director may at any time be removed from office by the holder of a majority of the A Shares and any B Director may at any time be removed from office by the holder of a majority of the B Shares. Any director who is an employee of the Company (but not a shareholder) and who ceases to be an employee shall be removed from office from the date his or her employment ceases. Any such director may be reappointed under article 11.1 or article 11.2 or otherwise in accordance with these Articles.
- 11.4 If any A Director or any B Director shall die or be removed from or vacate office for any cause resulting in there being no A Directors or no B Director (as the case may be), the holder of a majority of the A Shares (in the case of there being no A Directors) or the holder of a majority of the B Shares (in the case of there being no B Director) shall appoint in his or her place another person to be an A Director or a B Director (as the case may be).
- 11.5 Any appointment or removal of a director pursuant to this article shall be in writing and signed by or on behalf of the holder of a majority of the A Shares or B Shares (as the case may be) and served on: (1) each of the other shareholders, (2) the Company, either at its registered office or a duly constituted meeting of the directors of the Company, and (3) on the director, in the case of his or her removal. Any such appointment or removal shall take effect when received by the Company or at such later time as shall be specified in such notice.
- 11.6 The right to appoint and to remove A Directors or B Directors under this article shall be a class right attaching to the A Shares and the B Shares respectively.
- 11.7 If no A Shares or B Shares remain in issue following a redesignation under these Articles, any director appointed by shareholders of that class shall be deemed to have been removed as from the redesignation.
- 11.8 No A Director or B Director shall be appointed or removed otherwise than pursuant to these Articles, save as provided by law.

**12. ALTERNATE DIRECTORS**

- 12.1 Any director (other than an alternate director) (the **Appointor**) may appoint any person (whether or not a director) other than an existing director representing the other class of shares, to be an alternate director to exercise the Appointor's powers, and carry out the Appointor's responsibilities, in relation to the taking of decisions by the directors, in the absence of the Appointor. In these Articles, where the context so permits, the term "A Director" or "B Director" shall include an alternate director

appointed by an A Director or a B Director (as the case may be). A person may be appointed an alternate director by more than one director provided that each of his Appointors represents the same class of shares but not otherwise.

12.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company (and to the alternate, on removal) signed by the Appointor, or in any other manner approved by the directors.

12.3 The notice must:

- (a) identify the proposed alternate; and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.

12.4 An alternate director has the same rights, in relation to any decision of the directors, as the alternate's Appointor.

12.5 Except as the Articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their Appointors; and
- (d) are not deemed to be agents of or for their Appointors,

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

12.6 A person who is an alternate director but not a director may, subject to him being an Eligible Director:

- (a) be counted as participating for the purposes of determining whether a quorum is present at a meeting of directors (but only if that person's Appointor is an Eligible Director and is not participating); and
- (b) participate in a unanimous decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, and does not himself participate).

12.7 A director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor (provided that an Appointor is an Eligible Director in relation to that decision), in addition to his own vote on any decision of the directors.

- 12.8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any remuneration in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.
- 12.9 An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:
- (a) when the alternate's Appointor revokes the appointment by notice to the Company and the alternate in writing specifying when it is to terminate; or
  - (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director; or
  - (c) when the alternate director's Appointor ceases to be a director for whatever reason.

## **SHARES**

### **13. SHARE CAPITAL**

- 13.1 Except as otherwise provided in these Articles, the A Shares and the B Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.
- 13.2 Each A Share shall:
- (a) on a show of hands or on a poll carry one vote;
  - (b) carry the entitlement to participate in any income distribution; and
  - (c) carry the entitlement to participate in any return of capital or other capital distribution (including on a winding up).
- 13.3 Each B Share shall:
- (a) on a show of hands or on a poll carry one vote; and
  - (b) carry the entitlement to participate in any return of capital or other capital distribution (including on a winding up),
- but shall not carry the entitlement to participate in any income distribution.
- 13.4 No share of any class nor any right to subscribe for or to convert any security into a share of any class shall be allotted or granted otherwise than to the holder of a share of that same class.
- 13.5 On the transfer of any share as permitted by these Articles:

- (a) a share transferred to a non-shareholder shall remain of the same class as before the transfer; and
  - (b) a share transferred to a shareholder shall automatically be redesignated on transfer as a share of the same class as those shares already held by the shareholder.
- 13.6 If no shares of a class remain in issue following a redesignation under this article, these Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, shareholders of that class or directors appointed by that class.
- 13.7 The Company shall immediately cancel any shares acquired under Chapter 4 of Part 18 of the CA 2006.
- 14. SHARE TRANSFERS: GENERAL**
- 14.1 In these Articles, reference to the transfer of a share includes the transfer, assignment 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.
- 14.2 No share shall be transferred unless the transfer is made in accordance with these Articles, the SPA or the Option, or with the sanction of a separate resolution of each class of shares.
- 14.3 Unless or until the Option has lapsed or is terminated (in accordance with its terms), no shares shall be transferred under article 15, article 18, article 19 or, in the case of A Shares only, under article 16 unless approved by a separate resolution in respect of the shareholders of each class of shares. For the avoidance of doubt, B Shares may be transferred under article 16 at any time.
- 14.4 Subject to article 14.5, the directors must register any duly stamped transfer made in accordance with these Articles, the SPA or the Option and shall not have any discretion to register any transfer of shares which has not been made in compliance with these Articles, the SPA or the Option.
- 14.5 The directors may, as a condition to the registration of any transfer of shares in the Company (whether to a Permitted Transferee or otherwise) require the transferee to provide the Company with the required particulars under section 790K of the CA 2006 if the transferee is a registrable person or relevant legal entity within the meaning of section 790C of the CA 2006 and to execute and deliver to the Company a deed under which the transferee agrees to be bound by the terms of any shareholders' agreement (or similar document) in force between any of the remaining shareholders and the transferor of such shares in such form as the directors shall reasonably require (but not so as to oblige the transferee to accept any obligations or liabilities greater than those of the proposed transferor under any such shareholders' agreement or other document). If any such condition is imposed in accordance with this article 14.5, the

transfer shall not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee and the Company has received all of the required particulars under section 790K of the CA 2006 if the transferee is a registrable person or relevant legal entity within the meaning of section 790C of the CA 2006. The other shareholders shall execute such deed if so requested by the directors but the deed shall, once executed by the transferee, be deemed to be binding upon the other shareholders notwithstanding that it may not have been executed by them (but the other shareholders shall not be obliged or deemed to accept any obligations or liabilities greater than those under any such existing shareholders' agreement or other document).

14.6 To enable the directors to determine whether or not there has been a transfer of shares in the Company in breach of these Articles, any director may from time to time require any shareholder to provide the Company with such information and evidence as they may reasonably require relevant to that purpose. If a shareholder fails to provide information or evidence in respect of any shares registered in their name to the reasonable satisfaction of such director within 14 days of their request, such director may serve a notice on the shareholder stating that the shareholder shall not in relation to those shares be entitled to be present or to vote in person or by proxy at any general meeting of the Company or any meeting of the holders of shares of that class, or to vote on a written resolution of the shareholders or to receive dividends on the shares until such evidence or information has been provided to such director's satisfaction. Such director may reinstate these rights at any time.

14.7 Any transfer of shares by way of a sale that is required to be made under article 15, article 16, article 18 or article 19 shall be deemed to include a warranty that the transferor sells the shares with full title guarantee.

#### 15. PRE-EMPTION RIGHTS ON THE TRANSFER OF SHARES

15.1 Unless or until the Option has lapsed or is terminated (in accordance with its terms), no shares shall be transferred under this article 15 unless approved by a separate resolution of the shareholders of each class of shares.

15.2 Except for a transfer pursuant to the SPA or the Option, or where the provisions of article 16, article 18 or article 19 apply, a shareholder (**Seller**) wishing to transfer all (but not some only) of their shares (**Sale Shares**) must give a Transfer Notice to the shareholder holding the majority of the alternative class of shares (**Continuing Shareholder**) giving details of the proposed transfer including:

- (a) the identity of the proposed buyer (if any); and
- (b) the price (in cash) at which they propose to sell the Sale Shares (**Sale Price**).

15.3 Within 20 Business Days of receipt (or deemed receipt) of a Transfer Notice, the Continuing Shareholder shall be entitled (but not obliged) to give notice in writing to the Seller that it wishes to purchase the Sale Shares at the Sale Price (**Purchase Notice**).

- 15.4 The Continuing Shareholder is bound to buy all of the Seller's Sale Shares at the Sale Price within 40 Business Days of the date of service of the Purchase Notice on the Seller under article 15.3.
- 15.5 If, at the expiry of the period specified in article 15.3, the Continuing Shareholder has not given a Purchase Notice, the Seller may transfer all its Sale Shares to the buyer identified in the Transfer Notice (subject to the provisions of article 14.5, article 18 and article 19 where applicable) at a price not less than the Sale Price provided that it does so within 40 Business Days of the expiry of the period specified in article 15.3.
- 15.6 Following the lapse or termination of the Option (in accordance with its terms), a B Shareholder may not serve a Transfer Notice under this clause unless the service of such Transfer Notice has been approved by a resolution of the A Shareholders.
- 15.7 For the avoidance of doubt, a Seller shall not be entitled to give a Transfer Notice in respect of some only of their shares.

**16. COMPULSORY TRANSFERS**

- 16.1 Subject to article 14.3, a shareholder shall be deemed to have served a Transfer Notice under article 15.2 immediately before any of the following events:
- (a) his death; or
  - (b) his lacking capacity (under section 2 of the Mental Capacity Act 2005) to make decisions in relation to the Company or his shareholding; or
  - (c) his suffering of a Bankruptcy Event; or
  - (d) his becoming a Departing Employee, unless the directors otherwise direct in writing within 10 Business Days of the relevant Termination Date that a Transfer Notice shall not be deemed to have been served; or
  - (e) his committing a material or persistent breach of any shareholders' agreement to which he is a party in relation to the shares in the Company which if capable of remedy has not been so remedied within 20 Business Days of the shareholder holding the majority of the other class of shares requiring such remedy.
- 16.2 A Transfer Notice deemed to be served by a B Shareholder under article 16.1(d) shall immediately and automatically revoke:
- (a) a Transfer Notice served by the same B Shareholder before the occurrence of the relevant event giving rise to the Deemed Transfer Notice;
  - (b) a Transfer Notice deemed to be served by the same B Shareholder under article 16.1(a) or article 16.1(b) before the occurrence of the relevant event giving rise to the Deemed Transfer Notice under article 16.1(d), and

and a Transfer Notice deemed to be served by a B Shareholder under article 16.1(c) or article 16.1(e) shall immediately and automatically revoke any Transfer Notice or Deemed Transfer Notice served or deemed to be served by the same B Shareholder under any other provision of these Articles.

16.3 A Deemed Transfer Notice has the same effect as a Transfer Notice and the provisions of article 15 shall apply, except that:

- (a) the Deemed Transfer Notice takes effect on the basis that it does not identify a proposed buyer or state a price for the shares;
- (b) in the case of a Transfer Notice deemed to be served by an A Shareholder, the Transfer Price shall always be the Fair Value;
- (c) in the case of a Transfer Notice deemed to be served by a B Shareholder, subject to article 16.3(d) and article 16.3(e), the Transfer Price shall be the Fair Value of those shares;
- (d) if the Seller (being a B Shareholder) is deemed to have given a Transfer Notice as a result of article 16.1(c) or article 16.1(e), the Transfer Price shall be the lower of (i) 50% of the subscription price or the purchase price (as the case may be) paid for each Sale Share (including any share premium) and (ii) the Fair Value of each such Sale Share;
- (e) if the Seller (being a B Shareholder) is deemed to have given a Transfer Notice as a result of article 16.1(d), the Transfer Price shall, where the Departing Employee is:
  - (i) a Bad Leaver, be (i) the lower of 50% of the subscription price or the purchase price (as the case may be) paid for each Sale Share (including any share premium) and (ii) the Fair Value of each such Sale Share; and
  - (ii) a Good Leaver, be (i) the lower of the subscription price or the purchase price (as the case may be) paid for each Sale Share (including any share premium) and (ii) the Fair Value of each such Sale Share; and
- (f) the Seller shall not have the right to sell the Sale Shares to a third party.

16.4 If the Seller fails to complete a transfer of Sale Shares as required under this article 16, the Continuing Shareholder is irrevocably authorised to appoint any person he nominates for the purpose as agent to transfer the Sale Shares on the Seller's behalf and to do anything else that the Continuing Shareholder may reasonably require to complete the sale, and the Company may receive the purchase price in trust for the Seller (without any obligation to pay interest), giving a receipt that shall discharge the Continuing Shareholder.

**17. VALUATION**

- 17.1 As soon as practicable after deemed service of a Transfer Notice under article 16, the shareholders shall appoint the Valuers to determine the Fair Value of the Sale Shares.
- 17.2 The Valuers shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the shareholders in writing of their determination.
- 17.3 The Fair Value for any Sale Share shall be the price per share determined by the Valuers on the following bases and assumptions:
- (a) valuing each of the Sale Shares as a proportion of the total value of all the issued shares in the capital of the Company without any 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;
  - (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
  - (c) the sale is to be on arms' length terms between a willing seller and a willing buyer;
  - (d) the Sale Shares are sold free of all encumbrances;
  - (e) the sale is taking place on the date the Valuers were requested to determine the Fair Value; and
  - (f) to take account of any other factors that the Valuers reasonably believe should be taken into account.
- 17.4 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.
- 17.5 To the extent not provided for by this article 17, the Valuers may, in their reasonable discretion, determine such other procedures to assist with the valuation as they consider just or appropriate.
- 17.6 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.
- 17.7 Each shareholder shall bear its own costs in relation to the reference to the Valuers. The Valuers' fees and costs properly incurred by them in arriving at their valuation shall be borne by the Seller and the Company equally or in such other proportions as the Valuers shall direct.

**18. TAG ALONG**

- 18.1 Subject to article 14.3, the provisions of article 18.2 to article 18.6 shall apply if the holder(s) of the A Shares in issue for the time being (**Seller**) propose to transfer the A Shares to a bona fide purchaser on arm's length terms (**Proposed Transfer**) and such transfer would, if carried out, result in such person (**Buyer**) acquiring a Controlling Interest in the Company.
- 18.2 Before making a Proposed Transfer, the Seller shall procure that the Buyer makes an offer (**Offer**) to the holder(s) of the B Shares in issue for the time being to purchase all of the B Shares for a consideration in cash per Share that is at least equal to the price per Share offered by the Buyer in the Proposed Transfer (**Specified Price**).
- 18.3 The Offer shall be made by written notice (**Offer Notice**), at least 15 Business Days before the proposed transfer date (**Transfer Date**). To the extent not described in any accompanying documents, the Offer Notice shall set out:
- (a) the identity of the Buyer;
  - (b) the Specified Price and other terms and conditions of payment;
  - (c) the Transfer Date; and
  - (d) the number of Shares proposed to be purchased by the Buyer (**Offer Shares**).
- 18.4 If the Buyer fails to make the Offer in accordance with article 18.2 and article 18.3, the Seller shall not be entitled to complete the Proposed Transfer and the Company shall not register any transfer of Shares effected in accordance with the Proposed Transfer.
- 18.5 If the Offer is accepted by the holder(s) of the B Shares in writing within 10 Business Days of receipt of the Offer Notice, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held by such shareholder(s).
- 18.6 Neither the Proposed Transfer nor the purchase of the Offer Shares shall be subject to the rights of pre-emption set out in article 15.

**19. DRAG ALONG**

- 19.1 Subject to article 14.3, if the Seller wishes to transfer all (but not some only) of the A Shares to a bona fide purchaser on arm's length terms (**Proposed Buyer**), the Seller may require the holder(s) of the B Shares (**Called Shareholder(s)**) to sell and transfer all of his/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**).
- 19.2 The Seller may exercise the Drag Along Option by giving written notice to that effect to the Called Shareholder(s) (**Drag Along Notice**) at any time before the transfer of the A Shares to the Proposed Buyer. The Drag Along Notice shall specify:

- (a) that the Called Shareholder(s) is/are required to transfer all of his/their Called Shares pursuant to this article 19;
  - (b) the person to whom the Called Shares are to be transferred;
  - (c) 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 A Shares; and
  - (d) the proposed date of the transfer.
- 19.3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Seller has not sold the A Shares to the Proposed Buyer within 20 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.
- 19.4 No Drag Along Notice shall require the Called Shareholder(s) to agree to any terms except those specifically set out in this article 19.
- 19.5 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 A Shares unless:
- (a) the Seller and the Called Shareholder(s) agree otherwise in which case the Completion Date shall be the date agreed in writing by them; or
  - (b) that date is less than 5 Business Days after the date on which the Drag Along Notice is served, in which case the Completion Date shall be the 5<sup>th</sup> Business Day after service of the Drag Along Notice.
- 19.6 Neither the proposed sale of the A Shares by the Seller to the Proposed Buyer nor the sale of the Called Shares by the Called Shareholder(s) shall be subject to the rights of pre-emption set out in article 15.
- 19.7 On or before the Completion Date, the Called Shareholder(s) shall execute and deliver a stock transfer form 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 Shareholder(s), on behalf of the Proposed Buyer, the amounts due pursuant to article 19.2 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 Shareholder(s) in trust for the Called Shareholder without any obligation to pay interest.
- 19.8 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 Shareholder(s) shall be entitled to the return of the stock transfer form and share certificate(s) (or suitable indemnity) for the relevant Called Shares and the Called

Shareholder(s) shall have no further rights or obligations under this article 19 in respect of his/their Shares.

- 19.9 If any Called Shareholder does not, on or before the Completion Date, execute and deliver (in accordance with article 19.7) transfer(s) in respect of all of the Called Shares held by him, the Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Seller 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 it 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 19.9.

#### **DECISION MAKING BY SHAREHOLDERS**

##### **20. QUORUM FOR GENERAL MEETINGS**

- 20.1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be a holder of A Shares present in person or by proxy.
- 20.2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.

##### **21. VOTING**

- 21.1 At a general meeting, on a show of hands every shareholder who is present in person or by proxy shall have one vote, unless the proxy is himself a shareholder entitled to vote; on a poll every shareholder present in person or by proxy shall have one vote for each share of which he is the holder; and on a vote on a written resolution every shareholder has one vote for each share of which he is the holder except that, in the case of any resolution proposed to remove the B Director whether under section 168 of the CA 2006 or otherwise, the holder of the B Shares voting against any such resolution (whether on a show of hands, on a poll or on a written resolution) shall be entitled to cast such number of votes as is necessary to defeat such resolution.
- 21.2 Any resolution proposed as a written resolution in relation to any of the matters listed in article 21.1 shall be proposed in a form that provides shareholders with the ability to cast their votes against as well as in favour of such resolution.

##### **22. POLL VOTES**

- 22.1 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the CA 2006) present and entitled to vote at the meeting.

- 22.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

**23. PROXIES**

- 23.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "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 to be exercised and in accordance with any instructions contained in the notice of general meeting (or adjourned meeting) to which they relate".
- 23.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid" as a new paragraph at the end of that article.

**ADMINISTRATIVE ARRANGEMENTS**

**24. MEANS OF COMMUNICATION TO BE USED**

- 24.1 Subject to article 24.2, any notice, document or other information shall be deemed received by the intended recipient:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
  - (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
- 24.2 If deemed receipt under article 24.1 would occur outside Usual Business Hours, the notice, document or other information shall be deemed to have been received when Usual Business Hours next recommence. For the purposes of this article, **Usual Business Hours** means 9.00 am to 5.30 pm local time on any day which is not a Saturday, Sunday or public holiday in the place of receipt of the notice, document or other information.
- 24.3 To prove service, it is sufficient to prove that:
- (a) if delivered by hand, the notice was delivered to the correct address; or
  - (b) if sent by post, the envelope containing the notice was properly addressed, paid for and posted.
- 24.4 In proving that any notice, document or information was properly addressed, it will suffice to show that the notice, document or information was addressed to an address permitted for the purpose by the CA 2006.

## **25. INDEMNITY AND INSURANCE**

**25.1** Subject to article 25.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer of the Company 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 Company's affairs; and
- (b) 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 25.1(a) and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure.

**25.2** This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the CA 2006 or by any other provision of law.

**25.3** 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 relevant loss.

**25.4** In this article:

- (a) a "**relevant officer**" means any 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; and
- (b) a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company or any pension fund or employees' share scheme of the Company.