

**COMPANY NUMBER: 10624876**  
**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**WRITTEN RESOLUTIONS**  
**OF**  
**HARDER BROS (HOLDINGS) LIMITED ("Company")**

TUESDAY



A12 \*A83JLPEQ\* #61  
16/04/2019  
COMPANIES HOUSE

**CIRCULATED ON** 4/4 **2019 ("Circulation Date")**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose resolution 1 below be passed as a special resolution and resolutions 2, 3, 4 and 5 below be passed as ordinary resolutions:

**SPECIAL RESOLUTION**

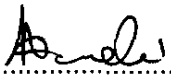
1. THAT the articles of association attached to this written resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company.

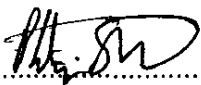
**ORDINARY RESOLUTIONS**

2. THAT 162 ordinary shares of £1 each be reclassified as 162 ordinary A shares of £1 each.
3. THAT 18 ordinary shares of £1 each be reclassified as 18 ordinary B shares of £1 each.
4. THAT 162 ordinary shares of £1 each be reclassified as 162 ordinary C shares of £1 each
5. THAT 18 ordinary shares of £1 each be reclassified as 18 ordinary D shares of £1 each.

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

We, the undersigned, were, at the time the resolutions were circulated, entitled to vote on the resolutions and irrevocably agree to the resolutions.

Signed..... 	Date.....4.4.19
<b>JAMES CHARLES HARDER</b>	

Signed..... 	Date.....4.4.19
<b>PHILIP MATTHEW SHARP</b>	

#### EXPLANATORY NOTES FOR SHAREHOLDERS

1. If you agree to the resolutions, please signify your agreement by signing and dating this document where indicated above and returning it to the Company.  
If you do not agree to the above resolutions, you do not need to do anything.
2. Once you have signified your agreement to the resolutions, you may not revoke your agreement.
3. Unless, by 28 days from the Circulation Date, sufficient agreement has been received for the resolutions to be passed, they will lapse. If you agree to the resolutions, please ensure that signification of your agreement reaches us before or on this date.
4. Sufficient agreement will have been reached to pass an ordinary resolution if eligible members (i.e. members who were entitled to vote at the time the resolution was circulated) representing a simple majority of the total voting rights of eligible members signify their agreement to it. Sufficient agreement will have been reached to pass a special resolution if eligible members representing not less than 75% of the total voting rights of eligible members signify their agreement to it.
5. If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document.

COMPANY NO: 10624876

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

HARDER BROS (HOLDINGS) LIMITED

Adopted by special resolution passed on  
4/4/2019 ("Adoption Date")

## Introduction

### 1. Interpretation

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

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

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

**Bad Leaver:** a departing director/employee who is a holder of Ordinary Shares where that cessation occurs in circumstances where he:

- is guilty of fraud, dishonesty or gross negligence;
- is guilty of any material breach of these Articles and/or his employment contract with the Company or any subsidiary;
- is disqualified from being a company director.

**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 16.1;

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

**Fair Value:** in relation to shares, as determined in accordance with article 18;

**Good Leaver:** a departing director/employee who is a holder of Ordinary Shares and who is not a Bad Leaver.

**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 (*S/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;

**Ordinary Shares:** Ordinary A Shares, Ordinary B Shares, Ordinary C Shares and Ordinary D Shares;

**Preference Shares:** the preference shares of £1 each in the capital of the Company;

**Price Notice:** has the meaning given in article 16.2;

**Preference Dividend:** the fixed dividend of an amount equal to two (2) % of the unredeemed Preference Shares, to be paid on the unredeemed Preference Shares in accordance with article 14.1;

**Proposed Sale Price:** has the meaning given in article 16.1;

**Purchase Notice:** has the meaning given in article 16.2;

**Redemption Date:** has the meaning given in article 14.5(a);

**Sale:** means the sale of all or a substantial part of the business and assets of the Company or a sale of 75% or more of the issued Ordinary Share capital of the Company;

**Sale Shares:** has the meaning given in article 16.1;

**Seller:** has the meaning given in article 16.1;

**Transfer Notice:** notice in writing given by any holder of Ordinary Shares to the other holder of Ordinary Shares where the first holder of Ordinary Shares desires, or is required by these Articles, to transfer or offer for transfer (or enter into an agreement to transfer) any Ordinary Shares;

**Valuers:** the auditors for the time being of the Company or, if they decline the instruction, an independent firm of accountants jointly appointed by the holders of Ordinary Shares or, in the absence of agreement between the holders of Ordinary Shares on the identity of the expert within 10 Business Days of a holder of Ordinary Shares 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); and

**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 and for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of:
  - (a) another person (or its nominee), by way of security or in connection with the taking of security; or
  - (b) its nominee.

- 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.
- 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.
- 1.9 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

## **2. Adoption of the Model Articles**

- 2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation. A copy of the Model Articles is set out in the Schedule to these Articles.
- 2.2 Model Articles 6, 7, 8, 9(1), 11 to 14 (inclusive), 16, 17, 26(5), 27 to 29 (inclusive), 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)" 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(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. The directors will try to meet at least annually.
- 3.3 All decisions made at any meeting of the directors shall be made only by resolution, and no such resolution shall be passed unless two eligible directors have voted in favour of it.
- 3.4 Each director has one vote at a meeting of directors.
- 3.5 If at any time before or at any meeting of the directors a director requests 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 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 meeting of directors may be adjourned pursuant to this article more than once.

### **4. Unanimous decisions of directors**

- 4.1 A decision of the directors is taken in accordance with this article when all 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 director has signed one or more copies of it, or to which each director has otherwise indicated agreement in writing.
- 4.3 A decision may not be taken in accordance with this article if the directors *would not have formed a quorum at a directors' meeting to vote on the matter.*

### **5. Number of directors**

The number of directors shall not be less than two. The directors must also be holders of Ordinary Shares.

## **6. Calling a directors' meeting**

- 6.1 Any director may call a meeting of directors by giving not less than ten Business Days' notice of the meeting (or such shorter period of notice as agreed in writing by two directors) 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 not be raised at a meeting of directors unless all the directors agree in writing.*

## **7. Quorum for directors' meetings**

- 7.1 The quorum at any meeting of the directors (including adjourned meetings) shall be two directors.
- 7.2 No business shall be conducted at any meeting of 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 10 Business Days at the same time and place.

## **8. Chairing of directors' meetings**

Unless otherwise agreed by all the directors in writing, there shall be no chairman of the directors at any meeting of the directors and no director shall have a casting vote.

## **9. Directors' interests**

- 9.1 For the purposes of section 175 of the CA 2006, the holders of Ordinary Shares (and not the directors) shall have the power to authorise, by resolution and in accordance with the provisions of these Articles, any Conflict proposed to them by any director which would, if not so authorised,

involve a director (the **Interested Director**) breaching his duty under section 175 of the CA 2006 to avoid conflicts of interest.

9.2 The Interested Director must provide the holders of Ordinary Shares with such details as are necessary for the holders of Ordinary Shares to decide whether or not to authorise the Conflict, together with such additional information as may be requested by the holders of Ordinary Shares.

9.3 Any authorisation by the holders of Ordinary Shares 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 holders of Ordinary Shares 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 holders of Ordinary Shares authorise a Conflict:

- (a) the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the holders of Ordinary Shares in relation to the Conflict; and
  - (b) the Interested Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the CA 2006, provided he acts in accordance with such terms and conditions (if any) as the holders of Ordinary Shares impose in respect of their authorisation.
- 9.5 The holders of Ordinary Shares 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 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 holders of Ordinary Shares in accordance with these Articles (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.
- 9.7 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.
- 9.8 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 9.7.
- 9.9 Subject, where applicable, to any terms, limits or conditions imposed by the holders of Ordinary Shares 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 entitled to vote at a meeting 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; and
- (c) 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 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 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 Subject to the CA 2006 the appointment and removal of directors shall be for the unanimous decision of the directors.
- 11.2 Any appointment or removal of a director pursuant to this article shall be in writing and signed by or on behalf of the directors and served on each of the other holders of Ordinary Shares and the Company at its registered office. 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.
- 11.3 No 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) (**Appointor**) may appoint any person (whether or not a director) other than an existing director 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 director shall include an alternate director appointed by a director.

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,

12.6 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.

12.7 A person who is an alternate director but not a director may, subject to him being entitled to vote pursuant to these Articles:

- (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 entitled to vote and is not participating); and
- (b) participate in a unanimous decision of the directors (but only if his Appointor is entitled to vote in relation to that decision, and does not himself participate).

- 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 The Ordinary Shares shall rank *pari passu* in all respects including as to voting rights, rights to a dividend and capital rights, and rights on a distribution (including on a winding up).
- 13.2 Unless the context requires otherwise, references in these Articles to shares of a particular class shall include shares created and/or issued after the Adoption Date and ranking *pari passu* in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue.
- 13.3 Except as provided in these Articles, the Ordinary Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.
- 13.4 The Preference Shares shall constitute a separate class of shares and shall have the rights set out in article 14.
- 13.5 *The directors may from time to time allot shares in the capital of the Company in any one of the following share classes:*

- (a) ordinary A shares of £1.00 each (**Ordinary A Shares**);
- (b) ordinary B shares of £1.00 each (**Ordinary B Shares**);
- (c) ordinary C shares of £1.00 each (**Ordinary C Shares**); and
- (d) ordinary D shares of £1.00 each (**Ordinary D Shares**);

each having the rights set out in articles 13.6, 13.7, 13.8, 13.9.

13.6 The Ordinary A Shares shall confer on the holders thereof the following rights and restrictions:

- (a) the right to receive any dividend in respect of the Ordinary A Shares as may be declared by the directors;
- (b) the right to receive notice of, attend at and vote at any general meeting of the Company;
- (c) on a winding up of the Company, the right to a repayment of £1.00 per Ordinary A Share and the further right to participate pro rata with any issued shares of whatever class in any surplus assets of the Company; and
- (d) the Ordinary A Shares are not redeemable or liable to be redeemed at the option of the company or the Shareholder.

13.7 The Ordinary B Shares shall confer on the holders thereof the following rights and restrictions:

- (a) the right to receive any dividend in respect of the Ordinary B Shares as may be declared by the directors;
- (b) the right to receive notice of, attend at and vote at any general meeting of the Company;
- (c) on a winding up of the Company, the right to a repayment of £1.00 per Ordinary B Share and the further right to participate pro rata with any issued shares of whatever class in any surplus assets of the Company; and
- (d) the Ordinary B Shares are not redeemable or liable to be redeemed at the option of the company or the Shareholder.

13.8 The Ordinary C Shares shall confer on the holders thereof the following rights and restrictions:

- (a) the right to receive any dividend in respect of the Ordinary C Shares as may be declared by the directors;
- (b) the right to receive notice of, attend at and vote at any general meeting of the Company;
- (c) on a winding up of the Company, the right to a repayment of £1.00 per Ordinary C Share and the further right to participate pro rata with any issued shares of whatever class in any surplus assets of the Company; and
- (d) the Ordinary C Shares are not redeemable or liable to be redeemed at the option of the company or the Shareholder.

13.9 The Ordinary D Shares shall confer on the holders thereof the following rights and restrictions:

- (a) the right to receive any dividend in respect of the Ordinary D Shares as may be declared by the directors;
- (b) the right to receive notice of, attend at and vote at any general meeting of the Company;
- (c) on a winding up of the Company, the right to a repayment of £1.00 per Ordinary D Share and the further right to participate pro rata with any issued shares of whatever class in any surplus assets of the Company and
- (d) the Ordinary D Shares are not redeemable or liable to be redeemed at the option of the company or the Shareholder.

13.10 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.

13.11 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.

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.

13.12 No variation of the rights attaching to any class of shares shall be effective except with the sanction of a special resolution of the holders of the relevant class of shares. Where a special resolution to vary the rights attaching to a class of shares is proposed at a separate general meeting of that class of shares, all the provisions of these Articles as to general meetings of the Company shall mutatis mutandis apply.

13.13 Each of the following shall be deemed to constitute a variation of the rights attached to each class of shares:

- (a) any alteration in the Articles;
- (b) any reduction, subdivision, consolidation, redenomination, or purchase or redemption by the Company of its own shares or other alteration in the share capital of the Company or any of the rights attaching to any share capital; and
- (c) any resolution to put the Company into liquidation.

13.14 The Company shall immediately cancel any shares acquired under Chapter 4 of Part 18 of the CA 2006.

## **14. Redeemable Preference Shares**

The Preference Shares shall entitle the holders of such shares to the following rights:

### **14.1 Dividend**

The Company shall pay the Preference Dividend to the holders of the Preference Shares, which dividend shall be payable yearly in arrears on 24<sup>th</sup> February and in each year, but the Preference Dividend:

- (a) shall not accrue or be payable until the first anniversary of the allotment and issue of the Preference Shares, the first payment being on 24<sup>th</sup>

February 2018, in respect of the period from 24<sup>th</sup> February 2017 to that date; and

- (b) after that date, shall be payable in accordance with this Article 14.1.

#### **14.2. Capital**

On a return of assets (on liquidation or otherwise), the holders of Preference Shares shall be entitled (in priority to holders of the Ordinary Shares) to be paid, out of the surplus assets of the Company which remain after payment of its liabilities:

- (a) the capital paid up on the Preference Shares (including any premium subscribed); together with
- (b) a sum equal to any accruals and arrears of the Preference Dividend on those Preference Shares (whether earned or declared, or not), calculated down to the date of the return of capital.

#### **14.3 General provisions as to voting at general meetings**

The holders of the Preference Shares shall be entitled to receive notice of, and to attend, general meetings of the Company but shall not be entitled to vote upon any resolution.

#### **14.4 The Redemption Date**

- (a) The Company shall redeem the Preference Shares (pro rata to the number of Preference Shares held by each holder of those shares) in ten (10) equal tranches with the first tranche being redeemed on 30 April 2017 and each subsequent tranche being redeemed on an anniversary of the said 30 April, each of those dates being referred to as 'the Redemption Date' and together the 'Redemption Dates'.
- (b) Upon each Redemption date, each holder of the Preference Shares shall deliver the certificates for the Preference Shares which he holds to the Company at its registered office, and the Company shall thereupon pay to that holder (or, in the case of joint holders, to the holder whose name stands first in the register of members in respect of those Preference Shares) the amount set out in Article 14.6 in respect of each Preference Share redeemed.

#### **14.5 Payment on Redemption**

The Company shall pay, on each Preference Share redeemed, an amount equal to the aggregate of the following:

- (a) the amount paid up on that Preference Share;
- (b) a sum equal to any arrears, deficiency or accruals of the Preference Dividend on that share, to be calculated down to the Redemption Date, and to be payable irrespective of whether or not that Preference Dividend has been declared or earned;

and the receipt of the person who is the registered holder of that Preference Share on the Redemption Date shall constitute an absolute discharge to the Company in respect of payment for the redemption of that Preference Share.

#### **14.6 Redemption on Sale**

On the date of Sale, the Company shall redeem the whole of the Preference Shares then outstanding (pro rata to the number of Preference Shares held by each holder of those Preference Shares), and the provisions of Articles 14.5(b) and 14.6 shall then apply as if the date of the Sale was the Redemption Dates.

#### **14.7 Redemption by the Company serving notice**

The Company may, at any time, redeem the whole or any part of the Preference Shares then outstanding (pro rata to the number of Preference Shares held by each holder of those Preference Shares), by giving not less than 10 Business Days' notice of that redemption to the holders of the Preference Shares, and the provisions of Articles 14.5(b) and 14.6 shall then apply as if the date for redemption specified in that notice was the Redemption Dates.

### **15. Share transfers: general**

- 15.1 In these Articles, reference to the transfer of an Ordinary Share includes the transfer, assignment or other disposal of a beneficial or other interest in that Ordinary Share, or the creation of a trust or encumbrance over that Ordinary Share, and reference to an Ordinary Share includes a beneficial or other interest in an Ordinary Share.

- 15.2 No shareholder of Ordinary Shares shall transfer any Ordinary Share except:
- (a) with the prior written consent of the holders of the Ordinary Shares constituting not less than 75% in voting power for the time being; or
  - (b) a holder of Ordinary Shares may transfer all (but not some only) of his Ordinary Shares in the Company to a holder of Ordinary Shares in accordance with the procedure set out in article 16; or
  - (c) in accordance with article 17.
- 15.3 Subject to article 15.4, the directors must register any duly stamped transfer made in accordance with these Articles and shall not have any discretion to register any transfer of Ordinary Shares which has not been made in compliance with these Articles.
- 15.4 The directors may, as a condition to the registration of any transfer of *Ordinary Shares in the Company* 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. The transfer may not be registered unless 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.
- 15.5 To enable the directors to determine whether or not there has been a transfer of Ordinary Shares in the Company in breach of these Articles, the directors may from time to time require any holder of Ordinary Shares to provide the Company with such information and evidence as they may reasonably require relevant to that purpose. If a holder of Ordinary Shares fails to provide information or evidence in respect of any Ordinary Shares registered in his name to the reasonable satisfaction of such directors within 10 Business Days of their request, such directors may serve a notice on the holder of Ordinary Shares stating that the holder of Ordinary Shares shall not in relation to those Ordinary 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 Ordinary Shares, or to vote on a written resolution of the holder of Ordinary Shares or to receive dividends on the shares until such evidence or information has been provided to the directors' satisfaction. Such directors may reinstate these rights at any time.

- 15.6 Any transfer of Ordinary Shares by way of a sale that is required to be made under article 16 or article 17 below shall be deemed to include a warranty that the transferor sells the shares with full title guarantee.
- 15.7 The holders of the Preference Shares shall not, for the avoidance of doubt, have any rights in any circumstances to transfer the Preference Shares under this article 15 or articles 16 or 17.

## **16. Pre-emption rights on the transfer of shares**

- 16.1 Except where the provisions of article 17 apply, a holder of Ordinary Shares (**Seller**) wishing to transfer its shares (**Sale Shares**) must give a Transfer Notice to any shareholder holding not less than 25% of the Ordinary Shares in the capital of the Company (**Continuing Shareholder**) giving details of the proposed transfer including:
- (a) if he wishes to sell the Sale Shares to a third party, the name of the proposed buyer; and
  - (b) the price (in cash) at which he wishes to sell the Sale Shares (**Proposed Sale Price**).
- 16.2 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 stating either:
- (a) that he wishes to purchase the Sale Shares at the Proposed Sale Price (**Purchase Notice**), in which case the Continuing Shareholder is bound, subject to article 16.6 to buy all of the Seller's Sale Shares at the Proposed Sale Price; or
  - (b) that the Proposed Sale Price is too high (**Price Notice**).
- 16.3 If, at the expiry of the period specified in article 16.2, the Continuing Shareholder has given neither a Purchase Notice nor a Price Notice, the Seller shall have no right to sell the Sale Shares to the buyer identified in the Transfer Notice or any other person unless, the Continuing Shareholder consents in writing and, any future offers to sell the Sale Shares shall be in accordance with these Articles.
- 16.4 Following service of a Price Notice under article 16.2(b), the Seller and the Continuing Shareholder shall endeavour to agree a price for each of the Sale Shares. If they have not agreed such a price within ten Business Days of the

Seller's receipt of a Price Notice, either the Seller or the Continuing Shareholder shall immediately instruct the Valuers to determine the Fair Value of each Sale Share in accordance with article 18. If the Seller and the Continuing Shareholder agree a price within the period specified in this article 16.4, the Continuing Shareholder is bound, subject to article 16.6, to buy all of the Seller's Sale Shares at the price agreed.

16.5 Within 10 Business Days of receipt of the Valuers' determination of the Fair Value, the Seller shall have the right, if it does not agree the Fair Value, to withdraw the Transfer Notice. If he does not do so within the 10 Business Days, within a further 10 Business Days the Continuing Shareholder shall be entitled (but not obliged) to give notice in writing to the Seller stating that the Continuing Shareholder wishes to purchase the Sale Shares at their Fair Value as determined by the Valuers. If, at the expiry of the period specified in this article 16.5, the Continuing Shareholder has not notified the Seller that it wants to buy the Sale Shares, the Seller may not transfer all its Sale Shares to the buyer identified in the Transfer Notice (if any) or any other person, unless the Continuing Shareholder consents in writing and, any future offers to sell the Sale Shares shall be in accordance with these Articles.

16.6 The price for the Sale Shares, whether the Proposed Sale Price, the agreed price or the Fair Value shall be payable by the Continuing Shareholder in one hundred and twenty (120) monthly instalments commencing on and from six (6) months following completion of the sale and purchase of the Sale Shares.

16.7 Completion of the sale and purchase of the Sale Shares under this article 16 or article 17 shall take place twenty Business Days after:

- (a) the date of delivery (or deemed date of delivery) of the Transfer Notice to the Continuing Shareholder, unless the Continuing Shareholder has served a Price Notice under article 16.2; or
- (b) following a Price Notice, the date of delivery or determination of the agreed price or the Fair Price in accordance with article 16.5.

16.8 At such completion:

- (a) the Seller shall deliver, or procure that there is delivered to the Continuing Shareholder, a duly completed stock transfer form transferring the legal and beneficial ownership of the relevant Sale Shares to him, together with the relevant share certificate(s) (or an indemnity in lieu thereof) and such other documents as the Continuing

Shareholder or the Company may reasonably require to show good title to the Sale Shares, or to enable him to be registered as the holder of the Sale Shares; and

- (b) if, following a sale of the Sale Shares in accordance with these articles, the Seller holds no further Ordinary Shares in the Company the Seller shall deliver, or procure that there are delivered to the Company, his resignation as a director of the Company such resignation to take effect at completion of the sale of the Sale Shares.

16.9 Any transfer of shares by way of a sale that is required to be made under these Articles shall be deemed to include a warranty that the Seller sells the shares with full title guarantee.

## **17. Compulsory transfers**

17.1 A holder of Ordinary Shares is deemed to have served a Transfer Notice under article 16.1 immediately before any of the following events:

- (a) a bankruptcy order being made against him, or an arrangement or composition being made with 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
- (b) he dies;
- (c) he ceases to be a director and/or an employee and is a Good Leaver; or
- (d) he ceases to be a director and/or an employee and is a Bad Leaver; or
- (e) he commits a material breach of these Articles which cannot be remedied; or
- (f) he fails to remedy a material breach by him of any obligation under these Articles within twenty Business Days of notice to remedy the breach being served on him by the other holder of Ordinary Shares; or
- (g) a registered medical practitioner who is treating him gives a written opinion to the company stating that he has become physically or mentally incapable of acting as a director and may remain so for more than three months; or

- (h) as a result of illness, he is absent for 12 months or more in any period of 18 months; or
- (i) he commits any act or allows any act to be committed which is fraudulent or dishonest or seriously and adversely damages the goodwill and reputation of the Company or any subsidiary.

17.2 The Deemed Transfer Notice has the same effect as a Transfer Notice and shall be subject to the payment terms in article 16.6 and the completion requirements set out in article 16.7, 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 Sale Shares and the price for the Sale Shares shall if arising under articles 17.1(b), 17.1(c), 17.1(g), or 17.1(h) be the aggregate Fair Value of those Sale Shares, determined by the Valuers in accordance with article 18 and if the Seller is deemed to have given a Transfer Notice as a result of any of the circumstances in articles 17.1(a), 17.1(d), 17.1(e), 17.1(f) or 17.1(i) the price for the Sale Shares shall be restricted to a maximum of the lower of the aggregate nominal value in respect of the Sale Shares and the aggregate Fair Value of such Sale Shares;
- (b) the Seller does not have the right to withdraw the Deemed Transfer Notice following a valuation; and
- (c) if the Continuing Shareholder does not accept the offer of the Sale Shares comprised in the Deemed Transfer Notice within 20 Business Days of receipt of the Valuers' determination of the Fair Value, the Seller does not have the right to sell the Sale Shares to a third party.

17.3 A Deemed Transfer Notice under article 17 shall immediately and automatically revoke:

- (a) a Transfer Notice served by the relevant holder of Ordinary Shares before the occurrence of the relevant event giving rise to the Deemed Transfer Notice under article 17.1; and
- (b) a Deemed Transfer Notice deemed to be served by the relevant holder of Ordinary Shares under any of the events set out in articles 17.1(b), 17.1(c), 17.1(g) or 17.1(h) if before the occurrence of the relevant event giving rise to the Deemed Transfer Notice under articles 17.1(a), 17.1(d), 17.1(e), 17.1(f) or 17.1(i).

- 17.4 If the Seller fails to complete a transfer of Sale Shares as required under this article 17, the Continuing Shareholder is irrevocably authorised to appoint any person it 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 each tranche of the purchase price on trust for the Seller (without any obligation to pay interest), giving a receipt that shall discharge the Continuing Shareholder.

## **18. Valuation**

- 18.1 As soon as practicable after deemed service of a Transfer Notice under article 17, the holders of Ordinary Shares shall appoint the Valuers to determine the Fair Value of the Sale Shares.
- 18.2 The Valuers shall be requested to determine the Fair Value within 60 Business Days of their appointment and to notify the holders of the Ordinary Shares in writing of their determination.
- 18.3 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 Ordinary 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.

- 18.4 The holders of Ordinary Shares are entitled to make submissions to the Valuers including oral submissions 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.
- 18.5 To the extent not provided for by this article 18, the Valuers may, in their reasonable discretion, determine such other procedures to assist with the valuation as they consider just or appropriate, including (to the extent they consider necessary) instructing professional advisers to assist them in reaching their valuation.
- 18.6 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.
- 18.7 Each holder of Ordinary Shares 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 (including any fees and costs of any advisers appointed by the Valuers) shall be borne by the holders of the Ordinary Shares equally or in such other proportions as the Valuers shall direct.

## **Decision making by shareholders**

### **19. Quorum for general meetings**

- 19.1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be two holders of Ordinary Shares present in person or by proxy, or a duly authorised representative of such holders, or if a meeting relating to class rights, the quorum shall be two holders of Ordinary Shares and two holders of Preference Shares present in person or by proxy, or a duly authorised representative of such holders.
- 19.2 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.

## **20. Chairing general meetings**

Unless otherwise agreed by all the holders of Ordinary Shares in writing, there shall be no chairman at the general meetings and no person shall have a casting vote.

## **21. Voting**

At a general meeting, on a show of hands every holder of Ordinary Shares who is present in person or by proxy shall have one 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.

## **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 24.3, any notice, document or other information shall be deemed served on, or delivered to, 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 fax, at the time of transmission; or
- (c) if sent by pre-paid United Kingdom first class post or another next working day delivery service providing proof of postage to an address in the United Kingdom, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or
- (d) if sent by pre-paid airmail to an address outside the country from which it is sent, at 9.00 am on the fifth Business Day after posting; or
- (e) if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
- (f) if sent or supplied by email, at the time of transmission; or
- (g) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website; and
- (h) if deemed receipt under the previous paragraphs of this article 24.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt.

24.2 To prove service, it is sufficient to prove that:

- (a) if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or

- (b) if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or
- (c) if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted; or
- (d) if sent by email, the notice was properly addressed and sent to the email address of the recipient.

24.3 Any notice, document or other information served on, or delivered to, an intended recipient under article 16, article or article 17 (as the case may be) may not be served or delivered in electronic form (other than by fax), or by means of a website.

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 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 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; 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.