

Company Number: 11528486

WRITTEN RESOLUTION

OF

DESIGNS FOR LIGHTING 2020 LIMITED (the "Company")

WEDNESDAY



A20 *A7FS3DSR* 03/10/2018 #188
COMPANIES HOUSE

Circulation Date: 28 /09/ 2018 ("Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the resolution be passed as special resolution (the "**Resolution**");

SPECIAL RESOLUTION

THAT the articles of association of the Company, in force as at the date of these Resolutions, be replaced in their entirety by the form of the attached new articles of association.

AGREEMENT

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

The Undersigned, being a person entitled to vote on the Resolution on the Circulation Date hereby irrevocably agrees to the Resolution.

Signed by **Alistair Scott**

Alistair Scott

DATED 28 /09/ 2018

Notes

1. If you agree to the Resolution, please indicate your agreement by signing and dating this document within the space provided and return it to the Company.
2. If you are indicating agreement to the Resolution 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 with your indication of agreement.
3. Please note that once you have agreed to the Resolution, you may not revoke your agreement.
4. If you do not agree to the Resolution, you do not have to do anything further: you will not be deemed to agree if you fail to reply.
5. Unless within the period of 28 days beginning with the Circulation Date sufficient agreement has been received for the Resolution to be passed, it will lapse. If you therefore agree to the

Resolution please ensure that it is received by the Company within 28 days of the Circulation Date.

Company number: 11528486

**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
DESIGNS FOR LIGHTING 2020 LIMITED
(the "Company")**

1 INTERPRETATION

In these Articles, unless the context otherwise requires, the following definitions and rules of interpretation shall apply:

- 1.1 "Act" means the Companies Act 2006;
- 1.2 "Articles" means the Company's Articles of association for the time being in force;
- 1.3 "Board" means any meeting of the board of Directors of the Company from time to time;
- 1.4 "Business Day" means any day other than a Saturday, Sunday or public holiday in England and Wales;
- 1.5 "Director" means any director of the Company from time to time;
- 1.6 "Eligible Director" means a Director who would be entitled to vote on the matter at a Board meeting of Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter);
- 1.7 "Founder Director" means the Director who is also the Majority Shareholder;
- 1.8 "Majority Shares" mean all the Ordinary Shares held by the Majority Shareholders from time to time;
- 1.9 "Majority Shareholders" means the holder(s) of 50% or more of the Ordinary Shares in issue at the relevant time, for the purposes of the relevant Article;
- 1.10 "Member" or "Shareholder" means any holder of Shares from time to time;
- 1.11 "Minority Shares" mean all the Shares held by the Minority Shareholders from time to time;
- 1.12 "Minority Shareholders" means any holder of Ordinary Shares who is not a Majority Shareholder for the purposes of the relevant Article;
- 1.13 "Model Articles" means 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;
- 1.14 "Options" means any EMI or other options over Shares granted to any employees of the Company which are approved by the Board from time to time;
- 1.15 "Ordinary Shares" means any ordinary shares issued in the capital of the Company from time to time.

- 1.16 "Relevant Officer" means any Director or other officer or former Director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by Section 235(6) of the Act)).
- 1.17 "Shares" means any class of ordinary shares issued in the capital of the Company from time to time;
- 1.18 "Subsidiary" and "Holding Company" shall be as defined in Section 1159 of the Act;
- 1.19 "Transfer Notice" means an irrevocable notice in writing given by any Shareholder to the other Shareholders 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. Where such notice is deemed to have been served it shall be referred to as a "Deemed Transfer Notice";
- 1.20 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles;
- 1.21 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles;
- 1.22 A reference in these Articles to an "Article" is a reference to the relevant Article of these Articles unless expressly provided otherwise;
- 1.23 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
 - 1.23.1 any subordinate legislation from time to time made under it; and
 - 1.23.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts; and
- 1.24 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 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.
- 2.2 Articles 8, 9(1) and (3), 11(2) and (3), 13, 14(1) (2) (3) and (4), 17(1) and (2), 44(2), 49, 52 and 53 of the Model Articles shall not apply to the Company.
- 2.3 Article 7 of the Model Articles shall be amended by:
 - 2.3.1 the insertion of the words "for the time being" at the end of Article 7(2)(a); and
 - 2.3.2 the insertion in Article 7(2) of the words "(for so long as he remains the sole Director)" after the words "and the Director may".

- 2.4 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under Article 28(2)," after the words "the transmittee's name".

3 DIRECTORS' UNANIMOUS DECISIONS

- 3.1 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.
- 3.2 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.
- 3.3 A decision may not be taken in accordance with this Article if the Eligible Directors would not have formed a quorum at such a meeting.

4 CALLING A DIRECTORS' BOARD MEETING

- 4.1 Any Director may call a Directors' Board meeting by giving not less than 2 Business Days' notice of the meeting (or such lesser notice as all Eligible Directors may agree) to the Directors or by authorising the Company Secretary (if any) to give such notice.
- 4.2 Notice of a Directors' Board meeting shall be given to each Director but need not be in writing.

5 QUORUM FOR A DIRECTORS' BOARD MEETING

- 5.1 Subject to Articles 5.2, and 5.4 the quorum for the transaction of business at a Board meeting of Directors is any two Eligible Directors, which must include the Founder Director.
- 5.2 For the purposes of any Board meeting (or part of a Board meeting) held pursuant to Article 8 to authorise a Director's Conflict (as defined in Article 8.1), if there is only one Eligible Director in office other than the conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.
- 5.3 If the total number of Directors in office for the time being is less than the quorum required, the Directors must not take any decision other than a decision:
- 5.3.1 to appoint further Directors; or
- 5.3.2 to call a general meeting of Members so as to enable the Shareholders to appoint further Directors.
- 5.4 Whenever the Company has only one Director eligible to vote, then that Director shall form a quorum for the transaction of business at that Board meeting.

6 CHAIRMAN'S CASTING VOTE AND VOTING

If the numbers of votes for and against a proposal at a Board meeting of Directors are equal, the chairman or other Director chairing the meeting shall have a casting vote.

7 DIRECTORS' TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

Subject to Sections 177(5) and 177(6) and Sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the

requirements of the Companies Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- 7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- 7.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such contract or proposed contract in which he is interested;
- 7.3 shall be entitled to vote at a Board meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;
- 7.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
- 7.5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- 7.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in Section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under Section 176 of the Act.

8 DIRECTORS' CONFLICTS OF INTEREST

- 8.1 The Directors may, in accordance with the requirements set out in this Article, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under Section 175 of the act to avoid conflicts of interest (a "**Conflict**").
- 8.2 Any authorisation under this Article will be effective only if:
 - 8.2.1 the matter in question shall have been proposed by any Director for consideration at a Board meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
 - 8.2.2 any requirement as to the quorum at the Board meeting of the Directors at which the matter is considered is met without counting the Director in question; and
 - 8.2.3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.
- 8.3 Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):

- 8.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
 - 8.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine; and
 - 8.3.3 be terminated or varied by the Directors at any time,
- provided any such termination or variation will not affect anything done by the relevant Director in accordance with the terms of such authorisation, prior to such termination or variation coming into effect.
- 8.4 In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to:
- 8.4.1 disclose such information to the Directors or to any Director or other officer or employee of the Company; or
 - 8.4.2 use or apply any such information in performing his duties as a Director, *where to do so would amount to a breach of that confidence.*
- 8.5 Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the Director:
- 8.5.1 is excluded from discussions (whether at Board meetings of Directors or otherwise) related to the Conflict;
 - 8.5.2 is not given any documents or other information relating to the Conflict; and
 - 8.5.3 may or may not vote (or may or may not be counted in the quorum) at any future Board meeting of Directors in relation to any resolution relating to the Conflict.
- 8.6 Where the Directors authorise a Conflict:
- 8.6.1 the Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict; and
 - 8.6.2 the Director will not infringe any duty he owes to the Company by virtue of Sections 171 to 177 of the Act provided he Acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.
- 8.7 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 or by the Company in general meeting (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 NUMBER OF DIRECTORS

Unless otherwise determined by an Ordinary Resolution of the Members, the number of Directors (other than alternate Directors) shall not be subject to any maximum but shall not be less than one.

10 APPOINTMENT AND REMOVAL OF DIRECTORS

10.1 In any case where, as a result of death or bankruptcy, the Company has no Shareholders and no Directors, the transmittee(s) of the last Shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a Director and such appointment shall take effect upon delivery.

10.2 The Majority Shareholders shall have the right to appoint and remove directors to the Board at any time and from time to time to become effective immediately upon delivery of notice(s) in writing being delivered to an officer of the Company.

11 SECRETARY

The Directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors.

12 SHARE CAPITAL

The issued share capital of the Company at the date hereof is £1.00 divided into one Ordinary shares of £1.00 each.

13 FURTHER ISSUE OF SHARES: AUTHORITY

13.1 Save to the extent authorised by these Articles, or authorised from time to time by an Ordinary Resolution of the Members, the Directors shall not exercise any power to allot Shares or to grant rights to subscribe for, or to convert any security into, any Shares in the Company.

13.2 Subject to the provisions of this Article 13 and to Article 14, the Directors are generally and unconditionally authorised, for the purposes of Section 551 of the Act and generally, to exercise any power of the Company to:

13.2.1 offer or allot;

13.2.2 grant rights to subscribe for or to convert any security into;

13.2.3 otherwise deal in, or dispose of

any Shares (in accordance with and up to the maximum nominal amount set out in Article 12 and/or in accordance with the terms of any Options granted from time to time) to any person, at any time, and subject to any terms and conditions as the Directors think proper up to a maximum of £711.00 at any time or times up to the fifth anniversary of the date of the adoption of these Articles.

13.3 Any authority to allot Shares in Articles 13 or 14 may from time to time be renewed, revoked, varied or increased by an Ordinary Resolution of the Members.

14 FURTHER ISSUE OF SHARES: PRE-EMPTION

- 14.1 In accordance with Section 567(1) of the Act, Sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in Section 560(1) of the Act) made by the Company.
- 14.2 Unless otherwise agreed by an Ordinary Resolution of the Members, if the Company proposes to allot any equity securities (other than any Shares in accordance with the terms of any Options), those equity securities shall not be allotted to any person unless the Company has first offered them to all Shareholders on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to other persons on a *pari passu* and *pro rata* basis to the number of Shares held by those holders (as nearly as possible without involving fractions). The offer:
- 14.2.1 shall be in writing, shall be open for acceptance for a period of 15 Business Days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities; and
- 14.2.2 may stipulate that any Shareholder who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess equity securities ("**Excess Securities**") for which he wishes to subscribe.
- 14.3 Any equity securities not accepted by Shareholders pursuant to the offer made to them in accordance with Article 14.2 shall be used for satisfying any requests for Excess Securities made pursuant to Article 14.2. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants *pro rata* to the number of Shares held by the applicants immediately before the offer was made to Shareholders in accordance with Article 14.2 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any Shareholder beyond that applied for by him). After that allotment, any Excess Securities remaining shall be offered to any other person as the Directors may determine, at the same price and on the same terms as the offer to the Shareholders.
- 14.4 Subject to the consent of the Majority Shareholders(s) and to Articles 14.2 and 14.3 and to Section 551 of the Act, any equity securities shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.

15 SHARE TRANSFERS

- 15.1 No Shareholder shall sell, transfer, assign, pledge, charge or otherwise dispose of any Share or any interest in any Share except with the prior written consent of the Board of Directors for the time being or in accordance with the terms of Articles 16, 17 and 18 (in which case the Board shall approve such action).
- 15.2 For the purpose of ensuring that a particular transfer of Shares is permitted under these Articles, the Directors may require the transferor or the person named as the

transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Directors may think necessary or relevant. Failing such information or evidence being furnished to the reasonable satisfaction of the Directors within a period of 20 Business Days after such request the Directors shall be entitled to refuse to register the transfer in question.

15.3 In addition to the provisions of Article 15.2, the Directors may refuse to register a transfer if it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind;

15.4 If a Shareholder becomes aware of any event which is deemed to give rise to an obligatory transfer in accordance with Article 18 he shall immediately give written notice of such event to the Directors.

16 **PERMITTED TRANSFERS**

A Member (or his personal representatives or transmittee) may transfer his Shares:

16.1 to any person with the prior written consent of the Majority Shareholders from time to time being deemed to include themselves where such persons are the personal representatives or transmittee of such a holder);

16.2 to his/her spouse provided such spouse is a director of the Company at the date of such transfer.

17 **SHARE TRANSFERS: PRE-EMPTION**

17.1 Save for any transfer made in accordance with Article 16, a Shareholder wishing to transfer or otherwise dispose of any legal or beneficial interest in his Ordinary Shares (the "**Seller**") must give a Transfer Notice in respect of his Shares to the Company. The Transfer Notice shall be in respect of only one class of Share and shall specify the number and class of Shares which the Seller wishes to sell (the "**Sale Shares**"). The Transfer Notice shall constitute the appointment of the Company as the Seller's agent for the sale of the Sale Shares in accordance with this Article 17. A Transfer Notice shall not be withdrawn without the consent of the Board.

17.2 The sale price for the Sale Shares shall be agreed between the Seller and the Board or, failing agreement, the price certified:

17.2.1 (upon request by both the Seller and the Board) by the auditors/accountants for the time being of the Company; or

17.2.2 failing such request by such independent accountants as the Sellers and Board shall agree or (in the absence of such agreement) as may be nominated by the president for the time being of the Institute of Chartered Accountants in England and Wales.

The price certified shall be the price certified shall be the fair value of the sale shares at the date (or deemed date) of the transfer notice on a going concern basis, assuming a willing seller and buyer and disregarding any restrictions on transfer.

In so certifying, the auditors/accountants shall be deemed to be acting as experts and not as arbitrators and their certificate shall be conclusive and binding on the Seller

and the relevant transferees and their fees shall be paid by the Seller and the Company equally unless otherwise agreed in writing between them (the "**Sale Price**").

- 17.3 Within 10 Business Days of receipt of a Transfer Notice or Deemed Transfer Notice (or within 5 Business Days after the date of the auditors/accountant's certification of the Sale Price, if later) the Company shall offer the Sale Shares to all Shareholders holding Ordinary Shares (other than the Seller), on a pari passu and pro rata basis to the number of Ordinary Shares held by those holders (as nearly as possible without involving fractions) (the "**Offer**"). The Offer:
- 17.3.1 shall be in writing, shall be open for acceptance for a period of 20 Business Days from the date of the Offer (the "**Offer Period**") and shall give details of the number and Sale Price of the relevant Sale Shares; and
- 17.3.2 may stipulate that any Shareholder who wishes to subscribe for a number of Sale Shares in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess Sale Shares ("**Excess Sale Shares**") for which he wishes to subscribe.
- 17.4 Any Sale Shares not accepted by Shareholders pursuant to the Offer made to them in accordance with Article 17.3.1 shall be used for satisfying any requests for Excess Sale Shares made pursuant to Article 17.3.2. If there are insufficient Excess Sale Shares to satisfy such requests, the Excess Sale Shares shall be allotted to the applicants pro rata to the number of Shares held by the applicants immediately before the Offer was made to Shareholders in accordance with Article 17.3.1 (as nearly as possible without involving fractions or increasing the number of Excess Sale Shares allotted to any Shareholder beyond that applied for by him).
- 17.5 The Shareholders (excluding the Seller) may unanimously agree at any time before the expiration of the Offer Period to nominate a third party or parties (the "**Nominee Purchasers**") to purchase some or all of the Sale Shares at the Sale Price.
- 17.6 If the Company shall, during the Offer Period find Shareholder purchasers and/or Nominee Purchasers willing to purchase all of the Sale Shares at the Sale Price, the Directors shall give written notice to the Seller of the name and address of each such purchaser and the number of Sale Shares to be purchased by him. Upon receipt of such notice, the Seller shall be bound, upon payment of the Sale Price, to transfer the Sale Shares to the relevant Shareholder purchaser and/or Nominee Purchaser(s).
- 17.7 Completion of the sale and purchase of the Sale Shares pursuant to an Offer shall be completed at a place and time (being, subject to Article 17.8, not less than 5 nor more than 10 Business Days after the expiration of the Offer Period) to be appointed by the Directors.
- 17.8 If the Company shall fail to find Shareholder purchasers or Nominee Purchasers to buy some or all of the Sale Shares within the Offer Period the Company may agree

that, subject to due compliance with the relative provisions of the Act, the Company may purchase all or any number of the Sale Shares at the Sale Price and shall serve the Seller with written notice of its intention to do so within not more than 5 Business Days after expiration of the Offer Period or periods, whereupon the sale and purchase of the Sale Shares or any of them pursuant to the provisions of this Article may be deferred for a reasonable period so as to enable the Company to comply with the relative provisions of the Act in connection with such purchase.

- 17.9 The Seller shall not be bound to sell any Sale Shares unless all the Sale Shares are sold.
- 17.10 If the Seller shall fail to transfer any Sale Shares which he has become bound to transfer pursuant to this Article 17, the Directors may authorise some person to execute on his behalf a transfer of the relevant Shares to (as applicable) the relevant Shareholder purchaser, Nominee Purchaser or the Company, may receive the relevant Sale Price, and shall register such purchaser as the holder of those Sale Shares and issue to him a certificate for the same (whereupon such purchaser shall become indefeasibly entitled to such Sale Shares), or (in the case of the Company being the relevant purchaser) cancel such Sale Shares. The Seller shall be bound to deliver to the Company his certificate for such Sale Shares and the Company shall, on delivery of the certificate, pay to the Seller the relevant Sale Price, without interest, and shall issue to him a certificate for the balance of any Sale Shares comprised in the certificate so delivered which the Seller has not become bound to transfer.
- 17.11 Any obligation to transfer Sale Shares under this Article 17 shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Sale Shares free from any lien, charge, encumbrance or other third party rights such as options.

18 OBLIGATORY SHARE TRANSFERS

- 18.1 Save in respect of any transfer of Shares permitted pursuant to Article 17, upon a transmittee or trustee becoming entitled to Shares in consequence of the death or bankruptcy of a Shareholder, the transmittee shall be regarded as giving a Deemed Transfer Notice in relation to such Share at such time as the Directors determine and the provisions of Article 17 shall apply to such Shares.
- 18.2 If a Shareholder who is also an employee or director of the Company shall cease such roles for any reason (so that he/she is no longer an employee or director of the Company), then (unless the Majority Shareholders agree otherwise in writing) he and, where relevant, his spouse shall be regarded as having given a deemed transfer notice in respect of all the Shares registered in his name(s) (or in either of their names) on the date of such cessation.

19 SHAREHOLDER POLL VOTES

- 19.1 A poll may be demanded at any general meeting of Members by any qualifying person (as defined in Section 318 of the Act) present and entitled to vote at the meeting.

- 19.2 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.

20 PROXIES

- 20.1 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 the general meeting (or adjourned meeting) to which they relate".
- 20.2 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, unless the Directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that Article.

21 COMMUNICATIONS

- 21.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 21.1.1 if properly addressed and sent by prepaid United Kingdom registered first class post to an address in the United Kingdom, 2 Business Days after (and excluding) the date that it was posted; or
 - 21.1.2 if properly addressed and sent by airmail or courier (in each case, with delivery being guaranteed within 5 Business Days) either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, 5 Business Days after (and excluding) the date that was posted; or
 - 21.1.3 if properly addressed and delivered by hand, when it was given or left at the appropriate address; or
 - 21.1.4 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; or
 - 21.1.5 if sent or supplied by means of a website, when the recipient receives (or is deemed to have received) notice of the fact that the material is available on such website.
- 21.2 For the purposes of this Article and for the avoidance of doubt, no account shall be taken of any part of a day that is not a working day.
- 21.3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

22 INDEMNITY

- 22.1 Subject to Article 22.2, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled:

22.1.1 each Relevant Officer may be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a Relevant Officer:

22.1.1.1 in the actual or purported execution and/or discharge of his duties, or in relation to them; and

22.1.1.2 in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in Section 235(6) of the Act);

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 (or any associated company's) affairs; and

22.1.2 the Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 22.1.1.1 and otherwise may take any action to enable any such Relevant Officer to avoid incurring such expenditure.

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

22.3 In this Article companies are associated if one is a Subsidiary of the other or both are subsidiaries of the same body corporate.

23 **INSURANCE**

23.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Officer in respect of any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' Share scheme of the Company or associated company.

23.2 In this Article, companies are associated if one is a Subsidiary of the other or both are subsidiaries of the same body corporate.

24 **DRAG ALONG**

24.1 If the Majority Shareholders receive an offer which they wish to accept, from a bona fide arm's length third party (whether an individual person, firm or company) who is unconnected with any Member (a "**Third Party Purchaser**") for the sale of all (but not some only) of the Majority Shares (a "**Majority Offer**"), the Majority Shareholders (acting unanimously) shall have the option to require (in accordance with the terms of

- this Article 24) all of the Minority Shareholders to transfer all of the Minority Shares to such Third Party Purchaser with full title guarantee (the “**Drag Along Option**”).
- 24.2 Before the Majority Shareholders may issue a Drag Along Notice pursuant to Article 24.2 below, they must first give notice in writing to all of the Minority Shareholders of the Majority Offer (the “**Majority Offer Notice**”). The Majority Offer Notice shall specify the identity of the Third Party Purchaser, the price per Majority Share (the “**Offer Price**”) at which the Third Party Purchaser has indicated that it is prepared to offer for the entire issued Share capital of the Company.
- 24.3 The Majority Shareholders may exercise the Drag Along Option by giving written notice to that effect (a “**Drag Along Notice**”) to the Minority Shareholders, specifying that the Minority Shareholders are required to transfer all of the Minority Shares (pursuant to the terms of this Article 24) to the relevant Third Party Purchaser, the Offer Price at which the Minority Shares are to be transferred (as determined in accordance with Article 24.5), the proposed date of transfer, and the identity of the Third Party Purchaser.
- 24.4 A drag along notice shall be irrevocable but shall lapse if for any reason the Majority Shareholders have not sold the Majority Shares to the Third Party Purchaser within 60 Business Days of the date of the relevant Drag Along Notice.
- 24.5 The Minority Shareholders shall be obliged to sell the Minority Shares at the Offer Price per Share and upon the payment terms specified in the Drag Along Notice.
- 24.6 Completion of the sale of the Minority Shares shall take place on the same date as the date proposed for completion of the sale of the Majority Shares.
- 24.7 The rights of pre-emption and other restrictions contained in these Articles shall not apply on any sale and transfer of Shares to a Third Party Purchaser named in a Drag Along Notice.
- 24.8 For the purposes of this Article 24, if any Member fails to deliver (in accordance with the terms of this Article 24):
- 24.8.1 executed Share transfer form(s) and share certificate(s) (or indemnities in respect of any such lost share certificate(s)) in respect of his Shares; and
- 24.8.2 confirmation in a form reasonably required by the relevant Third Party Purchaser that they are sold with full title guarantee;
- then he shall be deemed to have appointed any Director of the Company to be his agent and attorney to execute such documents on his behalf, and against receipt by the Company (on trust for such Member) of the appropriate Offer Price, to deliver such executed transfer(s), certificate(s) (or indemnities) and confirmation (if appropriate) to the relevant Third Party Purchaser, and it shall be no impediment to completion of the transfer that such Member's Share certificate(s) has/have not been produced.

- 24.9 After a Third Party Purchaser (or his nominee) has been registered as the holder of any Shares transferred in accordance with the terms of this Article 24, the validity of such transaction shall not be questioned by any person.

25 TAG ALONG

- 25.1 In the event that the Majority Shareholders receive a Majority Offer (as defined in Article 24.1 above) from any third party which they wish to accept, they shall be required to serve a Majority Offer Notice (as defined in Article 24.2 above) on all the Minority Shareholders, and to comply with the terms of this Article 25, before completing the sale of any Majority Shares to such third party.
- 25.2 Upon receipt of any Majority Offer Notice, each of the Minority Vendors shall, for a period of 15 Business Days following receipt of such Majority Offer Notice (the "**Tag Along Option Period**") have the option (the "**Tag Along Option**") to serve a written counter-notice on the Majority Shareholders (the "**Tag Along Option Notice**") providing that the Majority Shareholders shall not be entitled to sell any Majority Shares to the relevant third party, unless all the Minority Shares held by such Minority Shareholders are also sold to such third party on (pro rata) identical terms (or as near identical terms as are practicable in the circumstances, but in any event for the same Offer Price (as defined in Article 24.2 above)) as the relevant third party shall have offered to the Majority Shareholders and provided the requirements of Article 24.5 are duly met.
- 25.3 A Tag Along Option Notice or Notices must be delivered within the Tag Along Option Period to all of the Majority Shareholders, and signed by or on behalf of all of the Minority Shareholders, failing which the Tag Along Option will lapse and, subject to the provisions of Article 17, the Majority Shareholders shall be entitled to sell the Majority Shares to the relevant third party.
- 25.4 A Tag Along Option Notice once given, may not be withdrawn, except with the written consent of the Majority Shareholders.