

**WRITTEN RESOLUTIONS OF THE SOLE MEMBER**

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION  
Of**

**LA SORORITÉ LTD**, a private limited company incorporated under the laws of England and Wales  
with company no. 11530701 (the "**Company**")

(Circulated on 19 June 2019)

**WHEREAS**, it is proposed that on or around the date of circulation of these written resolutions the Company enter into a Shareholders' agreement relating to the Company (the "**Shareholders' Agreement**") with certain parties referred to therein as the Investor (the "**Investor**"), pursuant to which it is proposed that the Investor subscribe on Completion (as defined in the Shareholders' Agreement), for B ordinary shares of £1 in the capital of the Company (the "**Investor Shares**").

**WHEREAS**, to facilitate the subscriptions contemplated by the Shareholders' Agreement, it is proposed that the Company adopt new articles of association in the form appended to these written resolutions at Appendix 1 (the "**New Articles**").

**WHEREAS**, pursuant to section 291 of the Companies Act 2006 (the "**CA 2006**"), the director of the Company proposes that the resolutions set out below (the "**Resolutions**") be passed by the eligible members of the Company (within the meaning of section 289(1) of the CA 2006).

**SPECIAL RESOLUTIONS**

**We**, the undersigned, being the sole eligible member of the Company (within the meaning of section 289(1) of the CA 2006) hereby **RESOLVE** and agrees, pursuant to section 283 of the CA 2006, that the Resolutions below be passed as special resolutions, being for all purposes as valid and effective as if passed as special resolutions at a general meeting of the Company:

1. **THAT** the New Articles be and are hereby approved and adopted as the articles of association of the Company conditional on and with effect immediately prior to Completion, in substitution for and to the exclusion of all existing articles of association of the Company; and
2. **THAT**, subject to the passing of resolution 3 below and in accordance with section 570 of the CA 2006, the Director(s) be generally empowered to allot equity securities (as defined in section 560 of the CA 2006) pursuant to the authority conferred by resolution 3 below, as if section 561(1) of the CA 2006 did not apply to any such allotment.

**ORDINARY RESOLUTIONS**

**WE**, the undersigned, being the sole eligible member of the Company (within the meaning of section 289(1) of the CA 2006) hereby **RESOLVE** and agree, pursuant to section 282 of the CA 2006, that the Resolutions below be passed as ordinary resolutions, being for all purposes as valid and effective as if passed as an ordinary resolution at a general meeting of the Company:

3. **THAT**, in accordance with section 551 of the CA 2006 the director of the Company be generally and unconditionally authorised to allot a maximum nominal amount of £2 of B Shares (as defined in the New Articles) in the Company, provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the expiration of five years from the date of this resolution; and



4. **THAT** the entry by the Company into the Shareholders' Agreement, with such amendments approved by the sole director, be and is hereby irrevocably and unconditionally approved and ratified.

## AGREEMENT

The undersigned, being the sole member entitled to vote on the Resolutions on the date hereof, hereby irrevocably agrees to the Resolutions being passed.

SIGNED BY:

A handwritten signature in black ink, appearing to read 'E. Potts', written over a dotted line.

Name: Emma Victoria Potts

Dated: 19 June 2019

Time:

Signature Page to Shareholder Resolution

## NOTES

1. If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to Paul Hastings (Europe) LLP using one of the following methods:

- **By hand or by post:** returning the signed copy by post to Attn: Rebecca Denton, 10 Bishops Square, Eighth Floor, London, E1 6EG, United Kingdom
- **By e-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to [rebeccadenton@paulhastings.com](mailto:rebeccadenton@paulhastings.com)

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

2. Once you have indicated your agreement to the Resolution, you may not revoke your agreement.
3. Unless, within 28 days of the Circulation Date, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date.
4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
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.

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**NEW ARTICLES OF ASSOCIATION**

**of**

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**LA SORORITÉ LIMITED**

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(Adopted by special resolution passed on 19 June 2019)

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**NEW ARTICLES OF ASSOCIATION**

**of**

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**LA SORORITÉ LIMITED**

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(Adopted by special resolution passed on 19 June 2019)

**1. APPLICATION OF MODEL ARTICLES**

The model articles of association for private companies contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 (called "Model Articles" in these Articles) shall apply to the Company save insofar as they are varied or excluded by, or are inconsistent with, the following Articles.

**2. DEFINITIONS AND INTERPRETATION**

**2.1** In these Articles the following words and expressions shall have the following meanings:

**"Acceptance Period"** has the meaning given in Article 11.6;

**"the Act"** means the Companies Act 2006;

**"Articles"** means the Company's articles of association;

**"Available Profits"** means profits available for distribution within the meaning of part 23 of the Act;

**"B Share"** means a non-voting share in the capital of the Company having the rights set out in these Articles;

**"B Shareholders"** means the members for the time being holding Ordinary Shares;

**"Bankrupt"** means a person who (i) petitions for his or her own bankruptcy or is declared bankrupt; or (ii) applies for an interim order under the Insolvency Act 1986; or (iii) makes a proposal for the adoption of a voluntary arrangement under the Insolvency Act 1986; or (iv) seeks a compromise of his or her debts with his or her creditors or any substantial part of his or her creditors; or (v) takes any action or proceeding in any jurisdiction that has an effect equivalent or similar to any of the actions mentioned in (i) to (iv);

**"business day"** means any day other than a Saturday, a Sunday or any other day which is a public holiday in England;

**"certificate"** means a paper certificate evidencing a person's title to specified shares or other securities;

**"connected with"** has the meaning given in sections 1122-1123 of the Corporation Tax Act 2010;

**"Controlling Interest"** means a holding of Ordinary Shares having the right to exercise more than 70 per cent of the votes which may be cast on a poll at a general meeting of the Company on all, or substantially all, matters;

**"Dragged Shareholders"** has the meaning given in Article 9.1;

**"Dragged Shares"** has the meaning given in Article 9.4.1;

**"excess shares"** has the meaning given in Article 11.3;

**"Financial Year"** has the meaning set out in section 390 of the Act;

**"Founder"** means Emma Potts;

**"Founder Transferor"** means the Founder or any Permitted Transferee of the Founder;

**"Investor"** means Lisa Bridges;

**"member"** means a person who is the holder of a share;

**"Ordinary Share"** means an ordinary share of £0.01 each in the capital of the Company;

**"Ordinary Shareholders"** means the members for the time being holding Ordinary Shares;

**"paid"** means, in relation to the subscription price of a share, paid or credited as paid (as to its nominal value or any premium on it);

**"Patient"** means a person who lacks capacity as defined in section 2 of the Mental Capacity Act 2005;

**"Permitted Transferee"** means, in relation to the Founder, any person to whom the Founder is permitted to transfer Ordinary Shares under Articles 7.1.1, 7.1.2 or 7.2;

**"Prescribed Consideration"** means the consideration (whether in cash, securities or otherwise, or in any combination) per Share equivalent to that offered by the Proposed Purchaser for each Specified Share together with an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Specified Shares which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for the Specified Shares;

**"Prescribed Price"** means the price per Sale Share specified in the Transfer Notice or (if no price is specified) the price per Sale Share agreed or determined pursuant to Articles 11.3 and 11.4;

**"Privileged Relation"** means, in relation to any person or deceased person, the spouse, parents and every child and remoter descendant of such person (including stepchildren and adopted children);

**"Proposed Purchaser"** has the meaning given in Article 9.1;

**"Proposing Transferor"** has the meaning given in Article 11.2;

**"Purchaser"** means a member willing to purchase Shares comprised in a Transfer Notice;

**"Sale Shares"** means the Ordinary Shares or B Shares, as applicable, comprised in a Transfer Notice;

**"Shareholders"** means the Founder and the Investor;

**"Shares"** means either (i) the Ordinary Shares and the B Shares; or (ii) the Ordinary Shares or the B Shares, as applicable;

**"Specified Shares"** has the meaning given in Article 9.1;

**"Stapled Securities"** has the meaning given in Article 12.4;

**"Subscription Price"** means, in respect of any share, the amount paid on that share, including amounts paid by way of premium;

**"Transfer Notice"** means a written notice served by a member on the Company in accordance with Article 10; and

**"Valuer"** has the meaning given in Article 11.4.

2.2 In these Articles:

2.2.1 any notice, consent, approval or other document or information, including the appointment of a proxy, required to be given in writing may be given in writing in hard copy form or electronic form, save where expressly provided otherwise in these Articles; and

2.2.2 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.

2.3 Save as expressly provided otherwise in these Articles, words or expressions contained in the Model Articles and these Articles bear the same meaning as in the Act as in force from time to time.

2.4 In the Model Articles and these Articles, save as expressly provided otherwise in these Articles:



- 2.4.1 any reference to any statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, whether before or after the date of adoption of these Articles;
- 2.4.2 any reference to any legislation including to any statute, statutory provision or subordinate legislation ("Legislation") includes a reference to that Legislation as from time to time amended or re-enacted, whether before or after the date of adoption of these Articles; and
- 2.4.3 any reference to re-enactment includes consolidation and rewriting, in each case whether with or without modification.

### **3. SHARE CAPITAL**

Except as otherwise provided in these Articles, the B Shares and the Ordinary Shares shall rank *pari passu* in all respects save that the B Shares shall not be entitled to vote on any shareholder matter nor attend any general meeting of the shareholders.

### **4. DIVIDENDS**

- 4.1 In respect of any Financial Year, the Company's Available Profits will be applied as set out in this Article 4.
- 4.2 Any Available Profits which the Company may determine to distribute in respect of any Financial Year will be distributed among the holders of the Shares (*pari passu* as if the Shares constituted one class of shares) *pro rata* to their respective holdings of Shares.
- 4.3 Subject to the Act and these Articles, the Board may pay interim dividends if justified by the Available Profits in respect of the relevant period.
- 4.4 Every dividend shall accrue on a daily basis assuming a 365 day year. All dividends are expressed net and shall be paid in cash.

### **5. LIQUIDATION PREFERENCE**

On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of Shares) the surplus assets of the Company remaining after payment of its liabilities shall be applied (to the extent that the Company is lawfully permitted to do so) to each of the Shareholders *pro rata* to their respective shareholdings.

### **6. SHARE TRANSFERS**

- 6.1 Shares may be transferred only in accordance with the provisions of Articles 7 to 10 (to the extent applicable); any other transfer shall be void.
- 6.2 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of (a) the transferor; and (b) (if any of the shares is partly paid) the transferee.
- 6.3 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

- 6.4 The Company may retain any instrument of transfer which is registered.
- 6.5 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 6.6 Subject only to Article 6.7, the directors shall register any transfer of shares made in accordance with the provisions of Articles 7 to 10 (to the extent applicable) within 21 days of the following being lodged at the Company's registered office or such other place as the directors have appointed:
- 6.6.1 the duly stamped instrument of transfer; and
  - 6.6.2 the certificate for the shares to which the transfer relates or an indemnity in lieu of the certificate in a form reasonably satisfactory to the directors.
- 6.7 The directors may refuse to register the transfer of a share if:
- 6.7.1 the share is not fully paid;
  - 6.7.2 the transfer is not lodged at the Company's registered office or such other place as the directors have appointed;
  - 6.7.3 the transfer is not accompanied by the certificate for the shares to which it relates, or such other evidence as the directors may reasonably require to show the transferor's right to make the transfer, or evidence of the right of someone other than the transferor to make the transfer on the transferor's behalf;
  - 6.7.4 the transfer is in respect of more than one class of share;
  - 6.7.5 the transfer is in favour of more than four transferees; or
  - 6.7.6 the transfer is in favour of a person under the age of 18, a Bankrupt or a Patient.
- 6.8 If the directors refuse to register the transfer of a share, they shall:
- 6.8.1 send to the transferee notice of refusal, together with the reasons for the refusal, as soon as practicable and in any event within two months of the date on which the instrument of transfer was lodged with the Company; and
  - 6.8.2 return the instrument of transfer to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.
- 6.9 For the purpose of ensuring that a transfer of shares is authorised under these Articles, the directors may from time to time require any member or past member or any person named as transferee in any instrument of transfer lodged for registration to provide to the Company such information as the directors reasonably think fit regarding any matter which they consider relevant. Unless that information is supplied within 30 days of the date of the request, the directors may declare the shares in question to be subject to the restrictions set out in section 797 of the Companies Act 2006 until such time as that information is supplied or (as the case may be) may refuse to register the relevant transfer.

6.10 The reference in Article 6.9 to a member or past member includes the personal representatives, trustee in bankruptcy, receiver or liquidator of any member and any deputy or other person authorised by the Court of Protection to act on behalf of a Patient.

6.11 Model Article 26 shall not apply.

## **7. PERMITTED TRANSFERS**

7.1 Subject to the provisions of Article 3, any Share, other than one which in accordance with these Articles is declared to be subject to the restrictions set out in section 797 of the Companies Act 2006, may at any time be transferred:

7.1.1 by an individual member to a Privileged Relation of that member; or

7.1.2 by a personal representative or trustee entitled to shares in consequence of the death or bankruptcy of an individual member to any person to whom that member, if not dead or bankrupt, would have been permitted to transfer those shares under the provisions of this Article; or

7.1.3 by any member (other, for the avoidance of doubt, than the Founder Transferor who has followed the provisions of Article 10) in consequence of acceptance of an offer made to that member pursuant to Article 8; or

7.1.4 by a member pursuant to the provisions of Article 9; or

7.1.5 a transfer made in accordance with the provisions of Article 10; or

7.1.6 by any member in consequence of a repurchase of shares by the Company approved in accordance with the procedure in the Act.

7.2 If and whenever any of the Shares come to be held by trustees, the trustees holding the shares shall notify the directors in writing that such event has occurred and the trustees shall be bound, if and when required in writing by the directors to do so, to give a Transfer Notice in respect of the Shares concerned (but without specifying a price per share and so that the right of revocation conferred by Article 11.7 shall not apply).

## **8. TAG-ALONG RIGHTS**

8.1 If, as a result of the Founder Transferor having followed the pre-emption provisions of Article 10 and Purchasers not having been found for some or all of the Founder Transferor's Ordinary Shares, the Founder Transferor is entitled to transfer all of her Ordinary Shares to a transferee who is not a Purchaser, and such transfer shall be subject to the terms of this Article 8.

8.2 Subject to Article 8.4, it shall be a condition of any such transfer of Ordinary Shares (the "**Specified Shares**") by the Founder Transferor that the proposed transferee has made an offer to buy the same proportion of B Shares from the Investor on the terms set out in Article 8.3 (unless less favourable terms are agreed to in writing by the Investor with the proposed transferee). Until such offer has been made and completed (or has been rejected or has lapsed), the Founder Transferor shall not transfer such shares to the proposed transferee and the Board shall not register such transfer.

- 8.3 The terms of the proposed transferee's offer shall be as follows:
- 8.3.1 the offer shall be unconditional;
  - 8.3.2 the offer shall be open for acceptance for at least 14 days;
  - 8.3.3 the consideration for each Share shall be the Prescribed Consideration.
- 8.4 The provision of this Article 8 shall not apply:
- 8.4.1 where the provisions of Article 9 are operated;
  - 8.4.2 in relation to the transfer of any shares to a Purchaser; or
  - 8.4.3 a permitted transfer pursuant to Articles 7.1.1, 7.1.2 or 7.2.

## 9. DRAG ALONG RIGHTS

- 9.1 If the Founder, who holds a Controlling Interest, wishes to transfer all of her interest in Ordinary Shares (also the "**Specified Shares**") to a third party who is not connected with any of the proposing transferor(s) and who at the relevant time has made a bona fide offer on arms' length terms (the "**Proposed Purchaser**"), she may give notice in writing to the Investor (the "**Dragged Shareholder**") requiring her within seven days of the date of the notice to sell and transfer all (but not some) of her holdings of B Shares to the Proposed Purchaser or as the Founder shall direct. The transfer shall be for the Prescribed Consideration and otherwise on terms no less favourable to the Dragged Shareholder than those agreed between Proposed Purchaser and the Founder, provided that:
- 9.1.1 the Dragged Shareholder shall not be required to give any warranties or indemnities in the context of the transaction other than warranties that the Dragged Shareholder has (i) title to the shares to be sold and transferred by her and (ii) capacity to enter into the transaction contemplated; and
  - 9.1.2 the Dragged Shareholder shall not be required to sell and transfer her holding of B Shares prior to the date on which the Specified Shares are transferred to the proposed transferee.
- 9.2 If, within a period of six months following the date of a notice given under Article 9.1, Shares are issued to any person (whether on exercise of any subscription or conversion rights or otherwise) the Proposed Purchaser may serve a notice on each holder of such Shares (also a "**Dragged Shareholder**") requiring him or her to sell and transfer all his or her shares to a person specified in the notice on the same terms as are provided for in Article 9.1.
- 9.3 A notice given under Article 9.1 or 9.2 shall be accompanied by all documents required to be executed by the relevant Dragged Shareholder to give effect to the required sale and transfer.
- 9.4 If any Dragged Shareholder shall fail to:
- 9.4.1 transfer his or her shares (for the purposes of this Article 9.4, "**Dragged Shares**") as required by Article 9.1 or 9.2; or

- 9.4.2 execute any document required to be executed in order to give effect to the provisions of Article 9.1 or 9.2,

the directors may authorise any individual to execute on behalf of and as attorney or agent for the Dragged Shareholder any necessary transfer or other document and shall register the Proposed Purchaser as the holder of the Dragged Shares. The Company's receipt of the Prescribed Consideration for the Dragged Shares shall be a good discharge to the Proposed Purchaser, and the Company shall after that time hold the Prescribed Consideration on trust for the Dragged Shareholder. After the name of the proposed transferee has been entered in the register of members in purported exercise of these powers, the validity of the proceedings shall not be questioned by any person.

- 9.5 While this Article 9 applies to a Dragged Shareholder's shares, those shares may not be transferred other than under this Article.

## **10. VARIATION OF RIGHTS**

- 10.1 Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) with the consent in writing of the holders of more than 75% in nominal value of the issued shares of that class.
- 10.2 The creation of a new class of shares which has preferential rights to one or more existing classes of shares shall not constitute a variation of the rights of those existing classes of shares.

## **11. VOLUNTARY TRANSFER OF SHARES SUBJECT TO PRE-EMPTION**

- 11.1 The right to transfer or dispose of Shares or any interest in them shall (save in respect of transfers made pursuant to Article 7) be subject to the restrictions set out in this Article 10.
- 11.2 Before transferring, or disposing of, any Shares, a member (the "**Proposing Transferor**") shall serve a Transfer Notice on the Company specifying the number of Shares in question, and the Transfer Notice shall constitute the Company as her agent for the sale of those Shares at the Prescribed Price to any member or members. Except as provided in this Article, a Transfer Notice once given shall not be revocable.
- 11.3 Forthwith following receipt of a Transfer Notice which does not specify a Prescribed Price, the directors of the Company shall seek to agree the Prescribed Price with the Proposing Transferor. In the event that the Prescribed Price is not agreed within 14 days of receipt of the Transfer Notice by the Company, the Prescribed Price shall be the price determined by the Company's auditors (at the request and at the expense of the Company), acting as experts and not as arbitrators, on the following basis:
- 11.3.1 by determining the market value which is in the opinion of the auditors the amount which a willing purchaser would offer to a willing vendor at arm's length for all of the Shares as at the date of receipt of the Transfer Notice by the Company;
- 11.3.2 by dividing the resultant figure by the number of Shares in issue;

- 11.3.3 by making such adjustment (if any) as the auditors of the Company consider necessary to allow for any rights which may be outstanding under which any person may call for the issue of further Shares;
  - 11.3.4 making no adjustment to reflect any premium or discount arising in relation to the size of the holding of shares the subject of the Transfer Notice or in relation to any restrictions on the transferability of those Shares.
- 11.4 If the auditors decline to act, the Prescribed Price shall be the price determined by an experienced valuer (the "**Valuer**") nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales on the application of the Company and appointed by, and at the expense of, the Company. The Valuer shall act as expert and not as arbitrator and shall determine the Prescribed Price on the same basis as required of the Company's auditors under Article 11.3. The fees of the Valuer shall be paid by the Company and the Company shall procure that the Valuer is given all such assistance and access to all such information in its possession or control as the Valuer may reasonably require in order to determine the Prescribed Price.
- 11.5 The determination of the Prescribed Price by the auditors or, as the case may be, the Valuer shall, in the absence of manifest error, be final and binding on the Company and the Proposing Transferor.
- 11.6 The Sale Shares shall, within 14 days following receipt of the Transfer Notice or (in a case falling within Article 11.3) agreement or determination of the Prescribed Price, be offered by the Company to each member (other than the Proposing Transferor) for purchase at the Prescribed Price. All offers shall be made by notice in writing and shall limit a time (being between 30 and 42 days inclusive) within which the offer must be accepted ("**Acceptance Period**") or, in default, will be deemed to have been declined. A copy of such offers shall at the same time be sent by the Company to the Proposing Transferor.
- 11.7 Not later than seven days following the expiration of the Acceptance Period the Company shall give written notice to the Proposing Transferor stating either:
- 11.7.1 if it is the case, that no member has sought to purchase any of the Sale Shares; or, otherwise
  - 11.7.2 the number of Sale Shares which members have sought to purchase, giving the name and address of each Purchaser and the number of Sale Shares to be purchased by her;
- and so that in the event that Purchasers have been found in the Acceptance Period for some only of the Sale Shares the Proposing Transferor may within seven days of service on him of notice under this Article 11.7 revoke her Transfer Notice by written notice to the Company.
- 11.8 In the event that the Proposing Transferor is given notice under Article 11.7.2 (and subject to the Proposing Transferor not revoking her Transfer Notice in accordance with Article 11.7, where possible) the Proposing Transferor shall be bound, on payment of the Prescribed Price, to transfer the Shares in question to the respective Purchasers. The sale and purchase shall be completed at the registered office of the Company during normal business hours on the first business day after the expiry of 14 days from the date of service of notice under Article 11.7.2.

- 11.9 If a Proposing Transferor, having become bound to transfer any Sale Shares to a Purchaser, shall fail to do so, the directors may authorise any person to execute on behalf of, and as agent for, the Proposing Transferor any necessary instruments of transfer and shall register the Purchaser as the holder of the Shares. The Company's receipt of the purchase money shall be a good discharge to the Purchaser, and the Company shall thereafter hold the same on trust for the Proposing Transferor. After the name of the Purchaser has been entered in the register in purported exercise of these powers, the validity of the proceedings shall not be questioned by any person.
- 11.10 The Proposing Transferor may transfer Sale Shares to any person or persons in the following circumstances:
- 11.10.1 if the Company shall fail within the Acceptance Period to find a Purchaser or Purchasers for any of the Sale Shares, the Proposing Transferor may sell all or any of the Sale Shares;
- 11.10.2 if the Company shall within the Acceptance Period find a Purchaser or Purchasers for some (but not all) of the Sale Shares and shall serve notice accordingly under Article 11.7, the Proposing Transferor may sell all or any of the Sale Shares for which no Purchaser has been found, but so that if the Proposing Transferor revokes her Transfer Notice under Article 11.7 she may sell all (but not some only) of the Sale Shares;
- subject to the following restrictions:
- 11.10.3 Shares may not be sold after the expiry of three months after the date on which notice is given under Article 11.7;
- 11.10.4 the Shares must be sold on a bona fide sale at a price not being less than the Prescribed Price; the directors may require to be satisfied that the Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the instrument of transfer without any deduction, rebate or allowance whatsoever to the purchaser;
- 11.10.5 if applicable, the provisions of Article 8 must be complied with.
- 11.11 The restrictions imposed by this Article may be waived in relation to any proposed transfer of Shares with the consent of all members who would otherwise have been entitled to have such Shares offered to them.

## **12. ISSUE OF SHARES**

- 12.1 Unless otherwise determined by special resolution of the Company, and subject to Articles 12.2, 12.3, 12.4, 12.5 and 12.6, any Shares which are to be paid up or allotted for cash (within the meaning of section 583 of the Act) shall, before they are allotted, be offered to the holders of the type of Shares being allotted in proportion to the percentage shareholding held by them. The offer shall be made by notice specifying the number and class of shares offered and the price per share and limiting a time (not being less than five business days or greater than 20 business days) within which the offer, if not accepted, will be deemed to be declined.
- 12.2 The provisions of Article 12.1 shall not apply to a particular allotment of shares if these are, or are to be, wholly or partly paid up otherwise than in cash.

- 12.3 No share to which Article 12.1 applies shall be issued more than six months after the expiry of the period for acceptance of the last offer of such shares made under Article 12.1 unless the procedure set out in that Article is repeated in respect of such shares (and so that the time limit set out in this Article 12.3 shall apply equally to any repetition of that procedure).
- 12.4 The Company may as part of any offer of shares made under Article 12.1 require any person accepting such offer to also subscribe for a specified number of shares of a different class, loan notes or other equivalent instruments or securities in the Company ("**Stapled Securities**") for each shares in respect of which any such offer is accepted. An offer of shares made under Article 12.1 may not be accepted unless a person also subscribes for an amount of Stapled Securities.
- 12.5 No shares shall be issued:
- 12.5.1 at a price less than that at which they were offered to the members of the Company in accordance with Article 12.1; and
  - 12.5.2 unless any person subscribing for such shares is also required to subscribe for Stapled Securities on the same terms offered to the members.
- 12.6 The provisions of sections 561 and 562 of the Act shall not apply to the Company.
- 12.7 If a new share class is issued (of which, for the avoidance of doubt, no members are shareholders), then this Article 8 shall not apply.

### **13. NUMBER OF DIRECTORS**

Unless and until the Company shall otherwise determine by ordinary resolution, the minimum number of directors shall be one.

### **14. QUORUM FOR DIRECTORS' MEETINGS**

- 14.1 The quorum for directors' meetings shall be one director.
- 14.2 Model Article 11 shall not apply.

### **15. DIRECTORS VOTING AND COUNTING IN THE QUORUM**

- 15.1 Save as otherwise specified in these Articles or the Act and subject to any limitations, conditions or terms attaching to any authorisation given by the directors for the purposes of section 175(4)(b) of the Act, a director may vote on, and be counted in the quorum in relation to any decision of the directors relating to a matter in which has, or can have, a direct or indirect interest or duty, including:
- 15.1.1 an interest or duty which conflicts, or possibly may conflict, with the interests of the Company; and
  - 15.1.2 an interest arising in relation to an existing or a proposed transaction or arrangement with the Company.



## **16. DIRECTORS' BORROWING POWERS**

The directors may, where required, exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and other securities as security for any debt, liability or obligation of the Company or of any third party.

## **17. INDEMNITIES AND INSURANCE**

17.1 Subject to the provisions of and so far as may be permitted by, the Act:

17.1.1 every director or other officer of the Company (excluding the Company's auditors) shall be entitled to be indemnified by the Company (and the Company shall also be able to indemnify directors of any associated company (as defined in section 256 of the Act)) out of the Company's assets against all liabilities incurred by her in the actual or purported execution or discharge of her duties or the exercise or purported exercise of her powers or otherwise in relation to or in connection with her duties, powers or office, provided that no current or former Director or current or former director of any associated company is indemnified by the Company against:

- (a) any liability incurred by the director to the Company or any associated company; or
- (b) any liability incurred by the director to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirements of a regulatory nature; or
- (c) any liability incurred by the director:
- (d) in defending any criminal proceedings in which he is convicted;
- (e) in defending civil proceedings brought by the Company or any associated company in which final judgment (within the meaning set out in section 234 of the Act) is given against him; or
- (f) in connection with any application under sections 661(3) or 661(4) or 1157 of the Act (as the case may be) for which the court refuses to grant him relief,

save that, in respect of a provision indemnifying a director of a company (whether or not the Company) that is a trustee of an occupational pension scheme (as that term is used in section 235 of the Act) against liability incurred in connection with that company's activities as trustee of the scheme, the Company shall also be able to indemnify any such director without the restrictions in Articles 26.1.1(a), 26.1.1(c)(ii) and 26.1.1(c)(iii) applying;

17.1.2 the Directors may exercise all the powers of the Company to purchase and maintain insurance for any such current or former Director or other officer against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or

breach of trust of which he may be guilty in relation to the Company, or any associated company including (if he is a director of a company which is a trustee of an occupational pension scheme) in connection with that company's activities as trustee of an occupational pension scheme.

- 17.2 The Company shall (at the cost of the Company) effect and maintain for each current or former director or current or former director of any associated company policies of insurance insuring each such director against risks in relation to her office as each director may reasonably specify including without limitation, any liability which by virtue of any rule of law may attach to him in respect of any negligence, default of duty or breach of trust of which he may be guilty in relation to the Company.

## **18. VOTES IN GENERAL MEETING AND WRITTEN RESOLUTIONS**

- 18.1 The Ordinary Shares shall confer on each holder of Ordinary Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 18.2 The B Shares shall not entitle the holders of them to receive notice of, to attend, to speak or to vote at any general meeting of the Company nor to receive or note on, as otherwise constitute an eligible member for the purposes of, proposed written resolutions of the Company.
- 18.3 Where Shares confer a right to vote, on a show of hands each holder of such shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll each such holder so present shall have one vote for each Ordinary Share held by him.
- 18.4 No voting rights attached to a share which is nil paid or partly paid may be exercised:
- 18.4.1 at any general meeting, at any adjournment of it or at any poll called at or in relation to it; or
- 18.4.2 on any proposed written resolution,
- unless all of the amounts payable to the Company in respect of that share have been paid.