

Company Number: 05239781

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

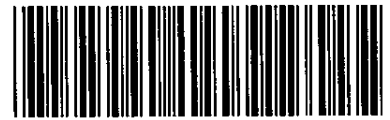
of

SOUNDCARVING LIMITED

(COMPANY)

Circulation date: 19 / 11 / 2019

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COMPANIES HOUSE

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (**CA 2006**), the directors of the Company propose that resolutions 1, 2 and 3 be passed as ordinary resolutions and resolution 4 be passed as a special resolution (**Resolutions**).

ORDINARY RESOLUTION

1. **THAT**, the 90 ordinary shares of £1 each in the Company held by Clark Rundell be redesignated as 90 A ordinary shares of £1 each.
2. **THAT**, the 5 ordinary shares of £1 each in the Company held by Clara Rundell be redesignated as 5 B ordinary shares of £1 each.
3. **THAT**, the 5 ordinary shares of £1 each in the Company held by Christopher Rundell be redesignated as 5 C ordinary shares of £1 each.

SPECIAL RESOLUTION

4. **THAT**, the draft regulations attached to this resolution be adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association.

AGREEMENT

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

The undersigned, being the members of the Company entitled to vote on the Resolutions, hereby irrevocably agree to the Resolutions:

SIGNED by CLARK RUNDELL

Date: 19 / 11 / 2019

SIGNED by CLARA RUNDELL

Date: 19 / 11 / 2019

NOTES

1. If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
 - **By hand:** delivering the signed copy to Brabners LLP, 55 King Street, Manchester M2 4LQ.
 - **By email:** emailing the signed copy to daniel.finn@brabners.com.
 - **Post:** returning the signed copy by post to Brabners LLP, 55 King Street, Manchester M2 4LQ.

If you do not agree to the Resolutions, 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 Resolutions, you may not revoke your agreement.
3. Unless, by the end of the period of 28 days beginning with the circulation date, sufficient agreement has been received for the Resolutions to pass, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this period.



Company number 05239781

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

SOUNDCARVING LIMITED

(Adopted by special resolution passed on 19 / 11 / 2019)

INTRODUCTION

1. Interpretation

1.1 The following definitions and rules of interpretation apply in these Articles:

A director the director appointed by a holder of a majority of the A Shares, the first A Director being Clark Rundell.

A ordinary shares means the A ordinary shares of £1 each in the capital of the Company.

Articles means the company's articles of association for the time being in force.

B ordinary shares means the B ordinary shares of £1 each in the capital of the Company.

Business Day means any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business.

C ordinary shares means the C ordinary shares of £1 each in the capital of the Company.

CA 2006 means the Companies Act 2006.

Model Articles means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles.

1.2 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.3 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.

1.4 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.

1.5 The Model Articles shall apply to the company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles.

- 1.6 Articles 8, 9(1) and (3), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 18(e), 44(2), 49, 52 and 53 of the Model Articles shall not apply to the company.
- 1.7 Article 7 of the Model Articles shall be amended by:
 - 1.7.1 the insertion of the words "for the time being" at the end of article 7(2)(a); and
 - 1.7.2 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".
- 1.8 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But".
- 1.9 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) of the Model Articles," after the words "the transmittee's name".
- 1.10 Articles 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Article 31(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the directors decide"

DIRECTORS

2. Directors' Meetings

- 2.1 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 3.
- 2.2 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.
- 2.3 Subject to Article 2.4, all decisions made at any meeting of the directors shall be made only by resolution and resolutions at any meeting of the directors shall be decided by a majority of votes.
- 2.4 The A Director shall be entitled at all meetings of directors to such additional vote or votes as shall result in the A Director having in aggregate at least one more vote than the other directors present.
- 2.5 If at any time before or at any meeting of the directors all directors participating should request that the meeting be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other directors to participate or for any other reason, which need not be stated) then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted at that meeting after such a request has been made. No meeting of directors may be adjourned pursuant to this article more than once.

3. Unanimous Decisions of Directors

- 3.1 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.
- 3.2 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.
- 3.3 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 in accordance with Article 6.

4. Number of Directors

Unless otherwise determined by special resolution, the number of directors shall not be subject to any maximum but must not be less than one of which there must be one A Director.

5. Calling a Directors' Meeting

5.1 Any director may call a meeting of directors by giving not less than 10 Business Days' notice of the meeting (or such shorter period of notice as agreed in writing by all of the directors) to each director or by authorising the Company secretary (if any) to give such notice.

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

5.2.1 an agenda specifying in reasonable detail the matters to be raised at the meeting; and

5.2.2 copies of any papers to be discussed at the meeting.

5.3 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.

6. Quorum for Directors' Meetings

6.1 The quorum at any meeting of directors (including adjourned meetings) is one director, who must be an A Director.

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

6.3 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. If a quorum is not present at any such adjourned meeting within 30 minutes of the time specified, then the meeting shall be dissolved.

7. Directors' Interests

7.1 A director who is in any way either directly or indirectly interested in a contract or arrangement with the Company shall declare the nature of his or her interest at a meeting of the directors in accordance with the CA 2006. Subject to such disclosure, the director shall be entitled to vote at any meeting of the directors, on any resolutions or in respect of any contract or arrangement or proposed contract or arrangement notwithstanding that it in any way relates to or concerns a matter in which he or she has, directly or indirectly, any kind of interest whatsoever and if he or she shall so vote his or her vote shall be counted and (whether or not he or she shall so vote) he or she shall be counted in reckoning whether a quorum is present.

8. 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.

9. Appointment of Directors

9.1 The holder of a majority of the A Shares for the time being shall be entitled to appoint one person to be an A Director of the Company.

9.2 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 an A Director.

SHARES

10. Share Capital

- 10.1 Except as otherwise provided in these Articles, the A ordinary shares, the B ordinary shares and the C ordinary shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.
- 10.2 The directors shall have complete discretion to declare a dividend in respect of one class of shares but not another and/or one designation of shares of the same class but not another and to declare a different level of dividend in respect of different classes of shares and/or in respect of different designations of shares of the same class.
- 10.3 On the transfer of any share as permitted by these Articles:
- 10.3.1 a share transferred to a non-shareholder shall remain of the same class as before the transfer; and
- 10.3.2 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 or directors appointed by that class.

11. Pre-emption Rights on the issue of further shares

- 11.1 Subject to the remaining provisions of this Article 11 and section 561 of the CA 2006 and any separate agreement between the shareholders from time to time, the directors are generally and unconditionally authorised, for the purposes of section 551 of the CA 2006, to exercise any power of the Company to:

- 11.1.1 offer or allot;
- 11.1.2 grant rights to subscribe for or to convert any security into; and
- 11.1.3 otherwise deal in, or dispose of,

any shares (or any options, warrants, conversion rights and all other rights to acquire or subscribe for shares) to any person, at any time and subject to any terms and conditions as the directors think proper.

- 11.2 The authority referred to in Article 11.1:

- 11.2.1 shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by ordinary resolution; and
- 11.2.2 may only be exercised for a period of five years from the date of adoption of these Articles save that, subject to these Articles, the directors may make an offer or agreement which would, or might, require any shares to be allotted after the expiry of such authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired).

12. Transfers of shares: General

- 12.1 In these Articles, reference to the transfer of a share includes the transfer, assignment or other disposal of a beneficial or other interest in that share, or the creation of a trust or encumbrance over that share, and reference to a share includes a beneficial or other interest in a share.
- 12.2 No share shall be transferred, and the directors shall refuse to register a transfer of any share, unless it is made in accordance with these Articles. The directors shall register any duly stamped transfer made in accordance with these Articles, unless they suspect that the proposed transfer may be fraudulent.
- 12.3 Notwithstanding any other provision of these Articles a transfer of any shares approved by the holder of a majority of the A Shares may be made without any price or other restriction and any such transfer shall be registered by the directors.

DECISION MAKING BY SHAREHOLDERS

13. Quorum for General Meetings

- 13.1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be one person present in person or by proxy, who must be a holder of A Shares or a duly authorised representative of such holder.
- 13.2 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.

14. Chairing General Meetings

The chairperson of the board of directors shall chair general meetings. If the chairperson is unable to attend any general meeting, the shareholder who appointed him shall be entitled to appoint another of its nominated directors present at the meeting to act as chairperson at the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

15. Voting

- 15.1 At a general meeting, on a show of hands every shareholder who is present in person or by proxy shall have one vote, unless the proxy is himself a shareholder entitled to vote; on a poll every shareholder present in person or by proxy shall have one vote for each share of which he is the holder; and on a vote on a written resolution every shareholder has one vote for each share of which he is the holder.

16. Poll Votes

- 16.1 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.
- 16.2 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.

17. Proxies

- 17.1 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".

- 17.2 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

18. Means of Communication to be Used

- 18.1 Any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:

- 18.1.1 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
- 18.1.2 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
- 18.1.3 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
- 18.1.4 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; and
- 18.1.5 if deemed receipt under the previous paragraphs of this Article 18.1 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.

- 18.2 To prove service, it is sufficient to prove that:

- 18.2.1 if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or
- 18.2.2 if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted.

- 18.3 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.

19. Indemnity and Insurance

- 19.1 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 relevant loss.

- 19.2 In this article:

- 19.2.1 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
- 19.2.2 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.