

Company number: 05748517

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YMD BOON LIMITED

ARTICLES OF ASSOCIATION
adopted on 26/02/2021



Company number: 05748517

**PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION OF**

**YMD BOON LIMITED
("the Company")**

1 Definitions and interpretation

1.1 In these Articles the following definitions will apply:

"Act"	the Companies Act 2006;
"Accounting Period"	an accounting period in respect of which the Company prepares its accounts in accordance with the relevant provisions of the Act;
"Adoption Date"	the date of the adoption of these Articles by the Company;
"Accountants"	the accountants to the Company for the time being or if, in relation to any reference made to such accountants in accordance with these Articles, the accountants to the Company are unable or unwilling to act in connection with that reference, a chartered accountant nominated by, and engaged on terms approved by, the Remaining Shareholders in their absolute discretion and acting as agent for the Company and each relevant Shareholder;
"Agreed Proportions"	the proportions that the nominal value of the issued Shares held by the Remaining Shareholders respectively (at the time of determination of the Agreed Proportions) bear to the aggregate nominal value of the issued Shares held by all the Remaining Shareholders;
"Bad Leaver"	a Shareholder who ceases to be an employee, or director of, or a consultant to, the Company as set out in part (g) of the definition of "Event of Default" and/or who is otherwise a Defaulting Shareholder, where he is not a Good Leaver;
"Business Day"	any day (other than a Saturday, Sunday or public holiday) during which clearing banks in the City of London are open for normal business;
"Compulsory Transfer Notice"	has the meaning given in article 9.1;

"Defaulting Shareholder"	has the meaning given in the definition of "Event of Default" ;
"Director"	a duly appointed director of the Company for the time being;
"Eligible Director"	a Director who would be entitled to vote on the matter at a meeting of the Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter) and references to "eligible directors" in article 8 of the Model Articles shall be construed accordingly;
"Encumbrance"	a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, right of set-off, third-party right or interest, assignment by way of security, other encumbrance or security interest of any kind or another type of preferential arrangement (including a title transfer or retention arrangement) having similar effect howsoever arising (but excluding any such rights or arrangements arising under these Articles or the Shareholders' Agreement or the Option Agreement);
"Event of Default"	<p>the occurrence of any of the following events in relation to a Shareholder (a "Defaulting Shareholder"):</p> <ul style="list-style-type: none"> (a) a petition being presented or an order being made for the bankruptcy of the Defaulting Shareholder; (b) the Defaulting Shareholder convening a meeting of his creditors or circulating a proposal in relation to, or taking any other steps with a view to, making an arrangement or composition in satisfaction of his creditors generally; (c) the Defaulting Shareholder being unable to pay his debts as they fall due within the meaning of section 268 of the Insolvency Act 1986; (d) any step being taken for the appointment of a receiver, manager or administrative receiver over all or any part of the Defaulting Shareholder's assets, or any other steps being taken to enforce any Encumbrance over all or any part of the Defaulting Shareholder's assets or any Shares held by the Defaulting Shareholder; (e) any proceedings or orders equivalent or

analogous to any of those described in paragraphs (a) to (d) above occurring in respect of the Defaulting Shareholder under the law of any jurisdiction outside England and Wales;

- (f) the Defaulting Shareholder suffering from mental disorder and being admitted to hospital or, by reason of his mental health, being subject to any court order which wholly or partly prevents the Defaulting Shareholder from personally exercising any powers or rights which he would otherwise have;
- (g) the Defaulting Shareholder, being an employee or a director of, or a consultant to, the Company, ceasing to be an employee or consultant or director where the Defaulting Shareholder does not remain, or immediately become, an employee or consultant to (but specifically excluding remaining or becoming a director of) the Company otherwise then by reason of the death of the Shareholder;
- (h) the Defaulting Shareholder or any Director appointed by that Shareholder in accordance with these articles breaching any provision of these Articles or the Shareholders' Agreement which breach, if capable of remedy, has not been remedied to the reasonable satisfaction of the Remaining Shareholders within 10 Business Days of a notice from the Remaining Shareholders to the Defaulting Shareholder in breach requesting such remedy;
- (i) the Defaulting Shareholder attaining the age of 65;

"Fair Value"

the price which the Accountants state in writing to be their opinion of the fair value of the Shares concerned, calculated on the basis that:

- (a) the Fair Value is the sum calculated in accordance with the formula and provisions agreed by the Shareholders; and
- (b) any difficulty in applying any of the bases set out in (a) above shall be resolved by the Accountants as they, in their absolute discretion, think fit;

"Good Leaver"

a Shareholder who ceases to be an employee or a consultant to the Company and/or who is otherwise a Defaulting Shareholder as a result of:

- (a) disability or incapacity through ill health (other than where such ill health arises from the abuse of alcohol or drugs) where the Directors resolve that such ill health is preventing, or is likely to permanently prevent, the Shareholder from performing his normal duties;
- (b) the Shareholder voluntarily choosing to retire from the Company with the prior written consent of the Remaining Shareholders;
- (c) the termination of that Shareholder's employment by the Company in circumstances that are determined by a decision of an Employment Tribunal or court of competent jurisdiction, which decision is final and no longer appealable, to be wrongful dismissal where the Shareholder has commenced proceeding in respect of such claim within 3 months of the date of cessation of the Shareholder's employment (determined in accordance with article 9.9), save (and subject always) where that dismissal is deemed wrongful or constructive on grounds of procedural irregularity in which case a Shareholder shall be Bad Leaver (and not a Good Leaver);
- (d) any other reason which the Directors determine, with the prior written consent of the Remaining Shareholders, within 120 Business Days of the Shareholder ceasing to

be employed or engaged by the Company, shall result in the Shareholder being a Good Leaver for the purposes of these Articles,

subject always to the provisos that (i) where the Shareholder is, or in the opinion of the Board is likely to be, employed, engaged, concerned or interested or in any way assisting any business which is or would be in competition with any part of the business of the Company, such Shareholder shall be (and shall be deemed to be) a Bad Leaver (and not a Good Leaver) and (ii) a Shareholder who ceases to be a Shareholder as a result of the death of that Shareholder shall not be a Good Leaver;

"JW"

Jonathan Joseph Warren;

"Model Articles"

the model articles for private companies limited by shares contained in schedule 1 of the Companies (Model Articles) Regulations 2008 as amended prior to, and in force as at, the Adoption Date;

"Option Agreement"

the option agreement dated the same date as the Adoption Date and made between the Company and the Shareholders on that date;

"Relevant Securities"

any Shares, or any right to subscribe for or convert any securities into any Shares;

"Remaining Shareholder"

any Shareholder who, following the occurrence of an Event of Default, is not a Defaulting Shareholder;

"Share"

an ordinary share of £1 in the capital of the Company having the rights and being subject to the restrictions set out in these Articles;

"Shareholder"

a registered holder for the time being of an issued Share, as recorded in the register of members of the Company;

"Shareholders' Agreement"

the agreement dated on the Adoption Date and made between, inter alia, the Company and the Shareholders on that date; and

"SS"

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1.1 These Articles and the provisions of the Model Articles (subject to any modifications set out in these Articles) shall constitute all the articles of association of the Company.

1.2 In these Articles a reference to:

- 1.2.1 a statutory provision includes a reference to the statutory provision as replaced, modified or re-enacted from time to time before or after the Adoption Date and any subordinate legislation made under the statutory provision before or after the Adoption Date;
- 1.2.2 a "subsidiary" shall include a reference to a "subsidiary" and a "subsidiary undertaking" (each as defined in the Act) and a reference to a "holding company" shall include a reference to a "holding company" and a "parent undertaking" (each as defined in the Act);
- 1.2.3 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- 1.2.4 writing includes any mode of reproducing words in a legible and non-transitory form other than email and fax;
- 1.2.5 "these Articles" is to these articles of association (including the provisions of the Model Articles incorporated in them), and a reference to an article is to an article of these Articles, in each case as amended from time to time in accordance with the terms of these Articles and the Act; and
- 1.2.6 any agreement or document is to that agreement or document as in force for the time being and as amended from time to time in accordance with the terms of that agreement or document or with the agreement of all the relevant parties.
- 1.3 The headings in these Articles are for convenience only and do not affect the interpretation or construction of these Articles.
- 1.4 Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.5 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 1.6 Any question as to whether a person is connected with another shall be determined in accordance with section 1122 of the Corporation Tax Act 2010 (except that in construing section 1122 "control" has the meaning given by section 1124 or section 450 of that Act so that there is control whenever section 1124 or 450 requires) which shall apply in relation to these Articles as it applies in relation to that Act.
- 1.7 These Articles shall be binding on and shall survive for the benefit of the personal representatives and successors-in-title of each Shareholder.
- 2 **Rights attaching to Shares**

The Shares shall entitle the holders thereof to the respective rights and obligations set out in these Articles.
- 3 **Dividends**

Any profits which the Company, on the recommendation of the Directors, determines to distribute in respect of any Accounting Period will be applied, on a non-cumulative basis, between the holders for the time being of the Shares. Any such dividend shall be paid in cash.

4 Return of capital

On a return of capital, whether on liquidation, capital reduction or otherwise (but excluding a purchase of own shares), any surplus assets of the Company remaining after the payment of its liabilities shall be distributed amongst the Shareholders pro rata according to the number of Shares held by each of them respectively.

5 Voting

Subject to the provisions of the Act and these Articles, at a general meeting of the Company on a show of hands every Shareholder who (being an individual) is present in person or by proxy, or (being a corporation) is present by a representative duly authorised under section 323 of the Act, shall have one vote and on a poll every Shareholder present in person, by representative or by proxy shall have one vote for every Share of which it is the holder. On a written resolution every Shareholder shall have one vote for each Share of which he is the holder.

6 Issue of Shares

6.1 Notwithstanding any other provision of these Articles, the maximum issued share capital of the Company shall be £374 divided into 374 Shares.

6.2 No Relevant Securities shall be allotted by the Company unless prior to the allotment of such Relevant Securities every Shareholder has consented in writing to such allotment and to the identity of the proposed allottee.

6.3 Notwithstanding any other provision of these Articles, no Share shall be allotted to a person who is not already a party to the Shareholders' Agreement unless that person has entered into a deed of adherence to, and in the form required by, the Shareholders' Agreement.

7 Transfer of Shares

7.1 Subject to articles 7.2 and 7.3, the Directors shall forthwith register any duly stamped transfer made in accordance with, or permitted by, these Articles and the Directors shall not register any transfer of Shares which is not so made or permitted. Article 26(5) of the Model Articles shall not apply to the Company.

7.2 No transfer shall be registered unless the relevant transferee:

7.2.1 if not already a party to the Shareholders' Agreement, has entered into a deed of adherence to, and in the form required by, the Shareholders' Agreement; and

7.2.2 if not already a party to the Option Agreement has entered into a deed of adherence to, and in the form required by, the Option Agreement.

7.3 In any case where a Shareholder is required to give a Compulsory Transfer Notice in accordance with the provisions of these Articles and such Compulsory Transfer Notice is not duly given within a period of 5 Business Days of written notice from any Director to

the relevant Shareholder requesting that such Compulsory Transfer Notice be duly given, such Compulsory Transfer Notice shall be deemed to have been given immediately upon the expiry of that period of 5 Business Days.

7.4 Notwithstanding any other provision of these Articles, an obligation to transfer a Share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Share free from all Encumbrances.

7.5 Notwithstanding any other provision of these Articles, no transfer of any Share which is the subject of a Compulsory Transfer Notice shall be permitted pursuant to article 8.

7.6 Notwithstanding any other provision of these Articles, no Share (or any interest in any Share) may be transferred other than by means of a transfer which is:

7.6.1 permitted by article 8 (permitted transfers); or

7.6.2 made in accordance with article 9 (compulsory transfers).

8 Permitted transfers

Other than a transfer made pursuant to article 9, no Shares may be transferred at any time without the prior written consent of all the Shareholders (and any Shares may at any time be transferred without restriction to any person subject to such prior written consent of all the Shareholders).

9 Compulsory transfers

9.1 If an Event of Default occurs in relation to a Shareholder then the Remaining Shareholders may, without prejudice to any other rights or remedies which they may have, at any time within 120 Business Days of becoming aware of the relevant Event of Default serve written notice (a "**Compulsory Transfer Notice**") on the Defaulting Shareholder requiring that the Defaulting Shareholder sell, or procure the sale of, all (but not some only) of the Shares held or beneficially owned by the Defaulting Shareholder (the "**Default Shares**").

9.2 If no Compulsory Transfer Notice is served within the period of 120 Business Days referred to in article 9.1, the relevant Event of Default is deemed to have lapsed.

9.3 If a Shareholder becomes aware of any event which gives rise to, or which may with the passing of time give rise to, an Event of Default in respect of a Shareholder, that Shareholder shall forthwith give notice thereof to the Directors and the other Shareholders.

9.4 Unless the Remaining Shareholders agree and resolve in writing otherwise at any time, upon service of a Compulsory Transfer Notice:

9.4.1 no further Shares shall be issued or required to be offered under any provision of these Articles to the Defaulting Shareholder;

9.4.2 the Defaulting Shareholder (or its nominee, as the case may be) shall cease to be required in order to form a quorum at meetings of Shareholders or to be entitled to exercise any voting rights in respect of the Default Shares;

9.4.3 any Director appointed by the Defaulting Shareholder (including, but not limited to, the Defaulting Shareholder himself) shall forthwith cease to be required in

order to form a quorum at any meeting of the Directors or to be entitled to exercise any vote at any such meeting; and

- 9.4.4 save as set out in this article 9, a Defaulting Shareholder may not sell or dispose of any of the Default Shares or any interest in any of the Default Shares.
- 9.5 Following service of a Compulsory Transfer Notice the Company shall forthwith instruct the Accountants to determine and certify the Fair Value of the Default Shares as at the date of the Compulsory Transfer Notice. The Company and the Shareholders shall provide all such assistance, documentation and other information to the Accountants as the Accountants may consider necessary and shall use their respective best endeavours to procure that the Accountants shall issue a certificate as to the Fair Value (a "**Valuation Certificate**") as soon as reasonably practicable. The decision of the Accountants (who shall be deemed to act as an expert and not as an arbitrator) shall be final and binding on the Shareholders, save in the event of fraud or manifest error, and their costs in connection with the Valuation Certificate shall be borne by the Company.
- 9.6 On receipt of the Valuation Certificate, the Company shall send a copy of that certificate to the Remaining Shareholders. The Remaining Shareholders (acting together) shall be entitled to withdraw the Compulsory Transfer Notice by written notice to the Company and the Defaulting Shareholder within 5 Business Days of the date of service of the Valuation Certificate.
- 9.7 The price in respect of the Default Shares shall be:
- 9.7.1 where the relevant Shareholder is a Bad Leaver at any time, 60% of their Fair Value, provided that the Remaining Shareholders (acting together) may in their discretion at any time by notice to the Company specify that in respect of any particular Defaulting Shareholder the percentage specified in this article 9.7.1 is increased to such percentage as is specified in the notice from the Remaining Shareholders (acting together) and the price in respect of the Default Shares shall be determined on the basis of the notice served by the Remaining Shareholders (acting together) pursuant to this article 9.7.1;
- 9.7.2 where the Defaulting Shareholder is a Good Leaver at any time, their Fair Value.
- 9.8 Any dispute as to whether the provision of article 9.7 apply in relation to any Compulsory Transfer Notice shall not affect the validity of a Compulsory Transfer Notice nor shall it delay the procedure to be followed under these articles in respect of such notice.
- 9.9 For the purposes of the provisions of item (g) of the definition of Event of Default in these Articles the date of cessation of a Shareholder's employment, directorship or engagement shall be (or be deemed to be) whichever is the first to occur of:
- 9.9.1 the date of a notice given by the Company to the Shareholder terminating (or purporting to terminate) that Shareholder's employment, directorship or engagement with the Company (or, if later, the date specified in any such notice as being the termination date), regardless of whether any such notice constitutes unfair or wrongful dismissal;
- 9.9.2 the date of a notice given by a Shareholder to the Company terminating (or purporting to terminate) that Shareholder's employment, directorship or engagement with the Company (or, if later, the date specified in any such notice

as being the termination date), regardless of whether any such notice may lawfully be given by the Shareholder;

- 9.9.3 the date on which a repudiatory breach of any contract of employment or engagement by either the Shareholder of the Company is accepted by the other party to that contract;
 - 9.9.4 the date of any event which results in the termination of the contract of employment or engagement under the doctrine of frustration; or
 - 9.9.5 in any circumstances other than those specified in articles 9.9.1 to 9.9.4 (inclusive), the date on which the Shareholder actually ceases (or is deemed to have ceased) to be employed or engaged by the Company.
- 9.10 Save where the Remaining Shareholders (acting together) withdraw the Compulsory Transfer Notice pursuant to article 9.6, and subject to article 9.11, the Defaulting Shareholder and the Remaining Shareholders and/or the Company (as the case may be) shall be bound to complete the sale and purchase of the Default Shares within 60 Business Days of the date of service of the Valuation Certificate at the price specified in article 9.9.
- 9.11 The Default Shares shall be allocated amongst the Remaining Shareholders and the Company in accordance with this Article 9.11. For the purposes of allocating the Default Shares amongst the Remaining Shareholders and the Company (subject to compliance by the Company with the provisions of the Act), the Default Shares will be treated as offered and allocated:
- 9.11.1 firstly, to the Company (subject to the Act); and
 - 9.11.2 secondly, to the extent not already accepted by the Company (subject to the Act) within 59 Business Days of the date of service of the Valuation Certificate, to the Remaining Shareholders in such proportions as they shall agree in writing (or, in the absence of such agreement by the Remaining Shareholders within 5 Business Days of the date of service of the Valuation Certificate to the Remaining Shareholders, in the Agreed Proportions).
- 9.12 If the Defaulting Shareholder shall fail for any reason to transfer any Default Shares to the Remaining Shareholders and/or the Company (as the case may be) when required by this article 9 the Directors may (and will if requested by the Remaining Shareholder and/or the Company (as the case may be)) authorise and instruct any Director to execute any necessary transfer on behalf of the Defaulting Shareholder and/or the Company (as the case may be) and to deliver that transfer to the Remaining Shareholders and/or the Company (as the case may be). The Company may receive the purchase money from the Remaining Shareholders and/or the Company (as the case may be) on behalf of the Defaulting Shareholder and the receipt of the Company for such money shall constitute a good discharge to the Remaining Shareholders and/or the Company (as the case may be). The Company shall hold the relevant purchase money on trust for the Defaulting Shareholder (but without interest) and the Company shall not pay such money to the Defaulting Shareholder until he has delivered the share certificate(s) in respect of the relevant Default Shares (or a suitable indemnity in a form reasonably satisfactory to the Directors) to the Company.

10 General Meetings

- 10.1 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon. Subject to article 10.2, two Shareholders, of which one shall be JW and the other SS, present either in person, by proxy or by a duly appointed corporate representative shall be a quorum.
- 10.2 Any Defaulting Shareholder in respect of whom a Compulsory Transfer Notice has been served pursuant to article 9 shall not be required in order to form a quorum at any general meeting and the requisite quorum required pursuant to article 10.1 above shall be read and construed accordingly.
- 10.3 Article 41 of the Model Articles shall be amended by the addition of the following as a new paragraph 41(7) in that article: "If within half an hour of the time appointed for the holding of an adjourned meeting a quorum is not present, the meeting shall be dissolved".
- 10.4 The chairman of the board of Directors for the time being shall chair general meetings. If the chairman is unable to attend any general meeting, the chairman shall be entitled to nominate another Director or, in the absence of such another Director, any other person present at the meeting, to act as chairman of the meeting and the appointment of the chairman shall be the first business transacted at the meeting. Article 39 of the Model Articles shall not apply to the Company.
- 10.5 A poll may be demanded at any general meeting by:
- 10.5.1 the chairman; or
- 10.5.2 by any Shareholder present (in person, by proxy or by a duly appointed corporate representative) and entitled to vote on the relevant resolution.
- Article 44(2) of the Model Articles shall not apply to the Company.
- 10.5.3 Article 44(3) of the Model Articles shall be amended by the insertion of the following as a new paragraph at the end of that article: "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.".
- 10.5.4 Article 45(1) of the Model Articles shall be amended as follows:
- 10.5.4.1 by the deletion of the words in Article 45(1)(d) and the insertion of the following in their place: "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 exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate."; and
- 10.5.4.2 by the insertion of the following as a new paragraph at the end of Article 45(1): "and a proxy notice which is not delivered in such manner shall be invalid unless the Directors, in their discretion subject to the consent of the Shareholders accept the proxy notice any time before the meeting".

11 Appointment and removal of Directors

- 11.1 Save as is otherwise first agreed in writing by all of the Shareholders, the number of Directors (other than alternate directors) shall be two.
- 11.2 Article 17 of the Model Articles shall not apply to the Company.
- 11.3 JW shall, for so long as he holds any Shares, have the right, exercisable from time to time, to appoint himself to be, and to remove himself as, a Director of the Company.
- 11.4 SS shall, for so long as she holds any Shares, have the right, exercisable from time to time, to appoint himself to be, and to remove herself as, a Director of the Company.
- 11.5 Any appointment or removal pursuant to article 11.3 or 11.4 shall be made by notice in writing to the Company. Such notice must be left at or sent by post to the registered office of the Company and the appointment or removal (as the case may be) shall take effect when the notice is received by the Company or, if later, on such date (if any) as may be specified in the notice.
- 11.6 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) has the right, by notice in writing, to appoint a natural person who is willing to act, and is permitted to do so, to be a Director. Article 27(3) of the Model Articles shall be modified accordingly.

12 Appointment of chairman

- 12.1 The chairman of the board of Directors shall rotate between the Shareholders in the order of JW then SS (for so long as the relevant Shareholder remains a Director), after the conclusion of every third consecutive meeting of the board of Directors. The first chairman, who shall hold such office from the Adoption Date until the conclusion of the third consecutive meeting of the board of directors after the Adoption Date, shall be JW. If the chairman for the time being is unable to attend any meeting of the Directors then he shall be entitled to nominate another Director to act as chairman of the meeting. The chairman shall not have a second or casting vote. Article 12 of the Model Articles shall not apply to the Company.
- 12.2 If the chairman for the time being is unable to attend any meeting of the Directors then such chairman shall be entitled to nominate another Director to act as chairman of that meeting.

13 Proceedings of Directors

13.1 Quorum

- 13.1.1 Subject to articles 13.1.2 and 13.1.3 and 13.3.1 two Eligible Directors, present either in person or by a duly appointed alternate, shall be a quorum (subject always to the proviso that:
- 13.1.1.1 one such Eligible Director is JW other than where JW has a conflict of interest and article 13.1.2 applies and subject to JW being a Director at the relevant time; and
- 13.1.1.2 one such Eligible Director is SS other than where SS has a conflict of

interest and article 13.1.2 applies and subject to SS being a Director at the relevant time; and

for any meeting of the Directors. No business shall be transacted at any meeting of the Directors unless the requisite quorum is present at the commencement of the business and also when such business is voted upon. Article 11(2) of the Model Articles shall not apply to the Company.

13.1.2 For the purpose of any meeting (or part of a meeting):

13.1.2.1 held to authorise a director's conflict of interest under article 15; or

13.1.2.2 at which a Director is not permitted to vote on any resolution in accordance with article 15 as a result of a Conflict (as defined in article 15.1,

the quorum for such meeting shall be any one Eligible Director.

13.1.3 Any Director who is, or is appointed by, a Defaulting Shareholder upon which a Compulsory Transfer Notice has been served pursuant to article 9 shall not be required in order to form a quorum at any meeting of the Directors.

13.2 Voting

13.2.1 Subject to article 13.2.2 and save as agreed in writing by all of the Shareholders:

13.2.1.1 all decisions made at any meeting of the Directors (or of any committee of the Directors) shall be made by resolution and any such resolution shall be decided by a majority of votes; and

13.2.1.2 at any board meeting those of the Directors in any case, are Eligible Directors, shall have one vote each on each issue put to vote, respectively, regardless of how many such Directors are actually present.

13.2.2 Any Director who is, or is appointed by, a Defaulting Shareholder upon whom a Compulsory Transfer Notice has been served pursuant to article 9 shall not be entitled to exercise any vote at a meeting of the Directors.

13.2.3 If the number of votes for and against a proposal at a Directors' meeting are equal the chairman shall not have a casting vote. Article 13 of the Model Articles shall not apply to the Company.

13.3 Adjournment

13.3.1 If within 30 minutes of the time appointed for a meeting of the Directors there is no quorum present, the Director(s) present shall adjourn the meeting to a place and time not less than 5 Business Days later and shall procure that notice of such adjourned meeting is given to each Director in accordance with these Articles. The quorum for any such adjourned meeting shall (subject always to article 13.1.1) be any two Eligible Directors. If a quorum is not present within 30 minutes of the time specified for any such adjourned meeting (and/or any subsequent adjourned meeting) then it shall be adjourned for 5 Business Days at the same time and place. The quorum for any such adjourned meeting shall (subject always to article

13.1.1) be any two Eligible Directors.

13.4 Delegation by Directors

13.4.1 Article 5 of the Model Articles shall be modified so that the Directors may only delegate any of their powers (or revoke or alter the terms and conditions of any such delegation) to a person or committee with the prior written consent of all the Shareholders.

13.4.2 Article 6(2) of the Model Articles shall be amended by the insertion of the following words before the word "may": "with the prior written consent of all the Shareholders".

13.4.3 The provisions of article 13.1 shall apply to any meeting of a committee of the Directors.

13.5 Miscellaneous

13.5.1 Article 16 of the Model Articles shall be amended by the insertion of the following words after the word "may": "with the prior written consent of the Shareholders".

13.5.2 Any Director may take part in a meeting of the board of Directors by way of any communication equipment that allows each participany:

13.5.2.1 to hear each of the other participants; and

13.5.2.2 to speak to all other participants simultaneously.

A Director taking part in this way shall be treated as being present and, subject to these Articles, will count in the quorum and will be entitled to vote.

14. Transactions or other arrangements with the Company

14.1 Subject to sections 177 and 182 of the Act and (where applicable) to any terms and conditions imposed by the Directors under article 15.3, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way (whether directly or indirectly) interested in an existing or proposed transaction or arrangement with the Company;

14.1.1 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;

14.1.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or a committee of Directors) in respect of such transaction or arrangement, or proposed transaction or arrangement, in which he is interested;

14.1.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision of the Directors, in respect of such transaction or arrangement, or proposed transaction or arrangement, in which he is interested;

14.1.4 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;

14.1.5 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

14.1.6 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.

14.2 Articles 14(1) to 14(4) of the Model Articles shall not apply to the Company.

15 Directors' conflicts of interest

15.1 Subject to the consent of all the Shareholders, the Directors may, in accordance with the requirements set out in this article 15, 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 situations which conflict or possibly may conflict with the interests of the Company (a "Conflict").

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

15.2.1 the matter in question shall have been proposed by any Director for consideration at a 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;

15.2.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question; and

15.2.3 the matter was agreed to without the Director in question or would have been agreed to if his vote had not been counted.

15.3 Any authorisation of a Conflict under this article 15 shall be in recorded in writing (but the authorisation shall be effective whether or not the terms are so recorded) and may, whether at the time of giving the authorisation or subsequently:

15.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;

15.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine; and

15.3.3 be terminated or varied by the Directors at any time.

This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.

- 15.4 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:
 - 15.4.1 disclose such information to the Directors or to any Director or other officer or employee of the Company; or
 - 15.4.2 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.
- 15.5 Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the Director:
 - 15.5.1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;
 - 15.5.2 is not given any documents or other information relating to the Conflict; and
 - 15.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.
- 15.6 Where the Directors authorise a Conflict:
 - 15.6.1 the relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict; and
 - 15.6.2 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 their authorisation.
- 15.7 Any Director appointed pursuant to articles 11.3 to 11.4 (inclusive) shall be entitled from time to time to disclose to the Shareholder(s) who appointed him such information concerning the business and affairs of the Company as he may, in his absolute discretion, see fit.
- 15.8 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.
- 16 **Directors' benefits**
 - 16.1 Article 19(2) of the Model Articles shall be amended by the insertion of the following words at the start of that article: "Subject to the consent of the Shareholders".
 - 16.2 Article 19(3) of the Model Articles shall be amended by the insertion of the following words at the start of that article: "Subject to the consent of the Shareholders".

17 Secretary

The Directors may, subject to the consent of the Shareholders, appoint any person who is willing to act as the secretary of the Company for such term, on such remuneration and on such conditions as they may think fit and may from time to time remove or replace such person.

18 Service of documents

18.1 Any notice, document or other information given in accordance with these Articles shall be deemed served on or delivered to the intended recipient:

18.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;

18.1.2 if properly addressed and sent by reputable international overnight courier to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, 5 Business Days after posting provided that delivery in at least 5 Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider;

18.1.3 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

18.1.4 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

18.1.5 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article 18.1, no account shall be taken of any part of a day that is not a working day.

18.2 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.

19 Indemnity

19.1 Subject to article 19.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

19.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company (or any associated company); and

- 19.1.2 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 19.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 19.2 This article 19 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.
- 19.3 In this article 19 and in article 20:
- 19.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- 19.3.2 a "**relevant officer**" means any director or other officer or former director or other officer of the Company or any associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or any associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).
- 19.3.3 Article 52 of the Model Articles shall not apply to the Company.

20 Insurance

- 20.1 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 that relevant officer in connection with his 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.
- 20.2 Article 53 of the Model Articles shall not apply to the Company.

21 Disputes

Where these Articles provide for any dispute in relation to a particular matter to be determined pursuant to this article 21, such dispute shall be referred, at the request of any Shareholder or Director, to the Accountants. The decision of the Accountants (who shall be deemed to act as an expert and not as an arbitrator) shall, save in the event of fraud or manifest error, be final and binding on the Company and the Shareholders. The cost of such reference shall be borne as directed in the relevant article or, where no such direction is given, by the party or parties named by the Accountants (taking into account the conduct of the parties and the merits of their respective arguments in relation to any matters in dispute) or, where no such party is named by the Accountants, equally by the parties concerned.

22 Purchase of own shares out of cash

In accordance with section 692(1) of the Act the Company may purchase its own shares with cash up to an amount not exceeding £15,000 or the value of 5% of its share capital (whichever is the lower) in each financial year.

23 Miscellaneous

Articles 36, 43 and 51 of the Model Articles shall not apply to the Company.