

Company number: 07298992

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

AB ROOFING SOLUTIONS LTD (**Company**)

Circulation Date: 16 OCTOBER 2018

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the resolution below is passed as a special resolution (**Special Resolution**).

SPECIAL RESOLUTION

That the Articles in the form of the draft attached to this written resolution be and are adopted as the new Articles of Association of the Company (**New Articles**).

AGREEMENT

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

We the undersigned, being the persons entitled to vote on the above resolution on the above Circulation Date, hereby irrevocably agree to the Special Resolution:

Signed by Anthony Burgess



Date

Signed by Lisa Burgess



Date

THURSDAY



A29 *A7GUG5GA* 18/10/2018 #204
COMPANIES HOUSE

NOTES

1. 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 Ironmonger Curtis, Edmund House, 233 Edmund Road, Sheffield, S2 4EL
- **Post:** returning the signed copy by post to Ironmonger Curtis, Edmund House, 233 Edmund Road, Sheffield, S2 4EL

If you do not agree to the Special 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 Special Resolution, you may not revoke your agreement.

3. Unless, by 12 midnight on the 28th day after the circulation date given above, sufficient agreement has been received for the Special Resolution to pass, it will lapse. Please ensure that you indicate your agreement and notify us as soon as possible.

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.

COMPANY NO. 07298992
THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
AB ROOFING SOLUTIONS LTD
(Adopted by special resolution passed on ~~16 OCTOBER~~ 2018)

Introduction

1. Interpretation

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

Appointor: has the meaning given in article 12.1;

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

Bad Leaver: a Departing Employee Shareholder who becomes a Departing Employee Shareholder in circumstances where he is not a Good Leaver;

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

CA 2006: the Companies Act 2006;

Conflict: a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company;

Consideration: has the meaning given in article 15.2;

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

Departing Employee Shareholder: an Employee Shareholder who ceases to be a director or employee of the Company or to have any directors of the Company appointed by him.

Eligible Director: any director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);

Eligible X Director: an X Director who would be entitled to vote on the matter at a meeting of directors (but excluding any X Director whose vote is not to be counted in respect of the particular matter);

Employee Shareholder: A shareholder who is, or has been, a director and/or an employee of the Company;

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

Good Leaver: an Employee Shareholder who becomes a Departing Employee Shareholder by reason of:

- (a) permanent disability or permanent incapacity through ill-health;
- (b) redundancy (as defined in the Employment Rights Act 1996);
- (c) dismissal by the Company which is determined, by an employment tribunal or at a court of competent jurisdiction from which there is no right to appeal, to be wrongful or constructive; or
- (d) his death;

holding company: has the meaning given in article 1.5;

Interested Director: has the meaning given in article 9.1;

Model Articles: the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered Model Article is a reference to that article of the Model Articles;

Original Shareholder: a shareholder who holds Shares on the date of adoption of these Articles and their respective personal representatives and successors for so long as they hold Shares;

Permitted Transferee: means the spouse of the Permitted Transferor.

Permitted Transferor: means the Shareholder holding more than 50% of the Shares on the date of adoption of these Articles and, upon his death, his successor (being the person who is entitled to the Permitted Transferor's Shares upon such death) for so long as they hold Shares.

Sale Price: has the meaning given in article 16.1(b);

Sale Shares: has the meaning given in article 16.1;

Seller: has the meaning given in article 16.1;

Shares: the ordinary share of £1.00 each in the capital of the Company;

subsidiary: has the meaning given in article 1.5;

Transfer Notice: an irrevocable notice in writing given by any shareholder to the other shareholders where the first shareholder desires, or is required by these Articles, to transfer or offer for transfer (or enter into an agreement to transfer) any shares;

Transfer Price: has the meaning given in article 16.4;

Valuers: an independent firm of accountants jointly appointed by the shareholders or, in the absence of agreement between the shareholders on the identity of the expert within 10 Business Days of a shareholder serving details of a suggested expert on the other, an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants in England and Wales (in each case acting as an expert and not as an arbitrator);

Writing or written: the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise, save that, for the purposes of article 16, article 17 and article 19, "writing" or "written" shall not include the sending or supply of notices, documents or information in electronic form; and

X Director: any director that is an Original Shareholder or appointed by an Original Shareholder in accordance with article 12.1

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the CA 2006 shall have those meanings in these Articles but excluding any statutory modification of them not in force on the date when these Articles become binding on the Company.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an article is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the CA 2006.
- 1.6 Unless expressly provided otherwise, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.9 Where reference is made to an Original Shareholder being the appointer of a X Director, such reference shall include that Original Shareholder's personal representatives or successors (as appropriate).

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

2. Adoption of the Model Articles

- 2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.
- 2.2 Model Articles 6(2), 7, 8, 9(1), 11 to 14 (inclusive), 16, 17, 22, 26(5), 27 to 29 (inclusive), 36, 38, 39, 43, 44(2), 49 and 50 to 53 (inclusive) shall not apply to the Company.
- 2.3 Model Article 20 shall be amended by the insertion of the words "(including alternate directors and the secretary)" before the words "properly incur".
- 2.4 In Model Article 25(2)(c), the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 2.5 Model Articles 31(1)(a) to (c) (inclusive) shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Model Article 31(1)(d) shall be amended by the deletion of the words "either" and "or by such other means as the directors decide".

Directors

3. Directors' meetings

- 3.1 *Any decision of the directors must be taken at a meeting of directors in accordance with these Articles or must be a decision taken in accordance with article 4.*
- 3.2 Subject as provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 3.3 Meetings of the directors shall take place at least 4 times each year, with a period of not more than 6 weeks between any two meetings.
- 3.4 All decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution and resolutions at any meeting of the directors or committee of the directors shall be decided by a majority of votes.
- 3.5 If at any time before or at any meeting of the directors or of any committee of the directors an X Director 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.

- 3.6 Unless otherwise agreed in writing by all the X Directors, a committee of the directors must include each of the X Directors. The provisions of article 7 shall apply equally to meetings of any committee of the directors as to meetings of the directors.

4. Unanimous decisions of directors

- 4.1 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 4.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 4.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at a directors' meeting to vote on the matter in accordance with article 7.

5. Number of directors

The number of directors shall not be less than 2 and shall include each of the X Directors appointed from time to time except where there is only one shareholder of the Company or one or fewer Original Shareholders in which case the minimum number of directors shall be one. No shareholding qualification for directors shall be required.

6. Calling a directors' meeting

- 6.1 Any director may call a meeting of directors by giving not less than seven Business Days' notice of the meeting (or such shorter period of notice as agreed in writing by all the X Directors or if there is no X Director then by all the directors) to each director or by authorising the Company secretary (if any) to give such notice.
- 6.2 Notice of any directors' meeting must be accompanied by:
- (a) an agenda specifying in reasonable detail the matters to be raised at the meeting; and
 - (b) copies of any papers to be discussed at the meeting.
- 6.3 Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless all the directors agree in writing.

7. Quorum for directors' meetings

- 7.1 Subject to article 7.4 and 7.5, the quorum at any meeting of the directors (including adjourned meetings) shall be three directors, which shall comprise all of the Eligible X Directors (or their alternates) unless such lower number shall be agreed by all the Eligible X Directors in advance and in writing.
- 7.2 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.
- 7.3 *If a quorum is not present within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for 10 Business Days at the same time and place. If a quorum is not present at any such adjourned meeting within 30 minutes of the time specified, then those Eligible Directors present will constitute a quorum.*
- 7.4 Subject to article 7.5, for the purposes of any meeting (or part of a meeting):
- (a) held pursuant to article 9 to authorise a Conflict of an X Director; or
 - (b) at which a director is not permitted to vote on any resolution in accordance with article 9.3 as a result of a Conflict,

the quorum for such meeting (or part of a meeting) shall be two Eligible Directors.

7.5 Where there is only:

- (a) two remaining Original Shareholders, the quorum for directors' meetings shall be two Eligible X Directors or one Eligible Director in the case of article 7.4 and
- (b) one or less Original Shareholders the quorum for directors' meetings shall be one Eligible Director.

8. Chairing of directors' meetings

The post of chairman of the directors will be held by the Permitted Transferor for so long as there is a Permitted Transferor and otherwise shall be such director as appointed by the Board from time to time. The chairman shall have a casting vote. If the chairman for the time being is unable to attend any meeting of the board of directors, the shareholder who appointed him shall be entitled to appoint another of its nominated directors to act as chairman at the meeting.

9. Directors' interests

- 9.1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not so authorised, involve a director (the **Interested Director**) breaching his duty under section 175 of the CA 2006 to avoid conflicts of interest.

- 9.2 Any authorisation under this article will be effective only if:
- (a) to the extent permitted by the CA 2006, the matter in question shall have been proposed by any director for consideration 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;
 - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 9.3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):
- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
 - (c) provide that the Interested Director will or will not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
 - (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
 - (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 9.4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 9.5 The directors may revoke or vary such authorisation at any time but this will not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.

- 9.6 Any X Director shall be entitled from time to time to disclose to the Original Shareholder who appointed him such information concerning the business and affairs of the Company as he shall at his discretion see fit.
- 9.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 9.8 Subject to sections 177(5) and 177(6) of the CA 2006, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the CA 2006.
- 9.9 Subject to sections 182(5) and 182(6) of the CA 2006, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the CA 2006, unless the interest has already been declared under article 9.8.
- 9.10 Subject, where applicable, to any terms and conditions imposed by the directors in accordance with article 9.3, and provided a director has declared the nature and extent of his interest in accordance with the requirements of the CA 2006, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- (a) may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested;
 - (b) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
 - (c) shall be entitled to vote at a meeting of directors (or of a committee of directors) or to participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
 - (d) 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;
 - (e) 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

- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the CA 2006)) derives from any such contract, transaction or arrangement 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 CA 2006.

10. Records of decisions to be kept

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in a form that enables the Company to retain a copy of such decisions.

11. Appointment and removal of directors

- 11.1 Subject to article 11.2, each Original Shareholder shall be entitled to be a director of the Company for so long as they hold Shares.
- 11.2 No X Director shall be appointed or removed otherwise than pursuant to these Articles, save as provided by law.

12. Alternate directors

- 12.1 Any X Director (but not any alternate director appointed by the same) may, with the prior written consent of the other X Directors, appoint any person (whether or not a director), to be an alternate director to exercise that X Director's powers, and carry out that X Director's responsibilities, in relation to the taking of decisions by the directors, in the absence of the X Director in question. In these Articles, where the context so permits, the term "X Director" shall include an alternate director appointed by such X Director.
- 12.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company (and to the alternate, on removal) signed by the relevant X Director making the appointment, or in any other manner approved by the directors.
- 12.3 The notice must:
 - (a) identify the proposed alternate; and
 - (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the relevant X Director appointing him.
- 12.4 The alternate director has the same rights, in relation to any decision of the directors, as his appointor.

12.5 Except as the Articles specify otherwise, the alternate director:

- (a) is deemed for all purposes to be a director;
- (b) is liable for his own acts and omissions;
- (c) is subject to the same restrictions as his appointor; and
- (d) is not deemed to be the agent of his appointor,

and, in particular (without limitation), the alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member.

12.6 A person who is an alternate director but not a director may, subject to him being an Eligible Director:

- (a) be counted as participating for the purposes of determining whether a quorum is present at a meeting of directors (but only if his appointor is an Eligible Director and is not participating); and
- (b) participate in a unanimous decision of the directors (but only if his appointor is an Eligible Director in relation to that decision, and does not himself participate).

12.7 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of this appointor (provided that his appointor is an Eligible Director in relation to that decision), in addition to his own vote on any decision of the directors.

12.8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any remuneration in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

12.9 An alternate director's appointment as an alternate terminates:

- (a) when this appointor revokes the appointment by notice to the Company and the alternate in writing specifying when it is to terminate; or
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to his appointor, would result in the termination of his appointor's appointment as a director; or
- (c) when his appointor ceases to be a director for whatever reason.

Shares

13. Share capital

- 13.1 No variation of the rights attaching to the Shares shall be effective except with the sanction of all the shareholders of the Company by way of resolution.
- 13.2 Each of the following shall be deemed to constitute a variation of the rights attached to each class of shares:
- (a) any alteration in the Articles;
 - (b) any reduction, subdivision, consolidation, redenomination, or purchase or redemption by the Company of its own shares or other alteration in the share capital of the Company or any of the rights attaching to any share capital; and
 - (c) any resolution to put the Company into liquidation or wind-it-up.
- 13.3 The Company shall immediately cancel any shares acquired under Chapter 4 of Part 18 of the CA 2006.

14. Share transfers: general

- 14.1 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.
- 14.2 No share shall be transferred unless the transfer is made in accordance with these Articles or with the prior written consent of all shareholders for the time being.
- 14.3 Subject to article 14.4, the directors must register any duly stamped transfer made in accordance with these Articles and shall not have any discretion to register any transfer of shares which has not been made in compliance with these Articles.
- 14.4 The directors may, as a condition to the registration of any transfer of shares in the Company require the transferee to provide the Company with the required particulars under section 790K of the CA 2006 if the transferee is a registrable person or relevant legal entity within the meaning of section 790C of the CA 2006 and to execute and deliver to the Company a deed under which the transferee agrees to be bound by the terms of any shareholders' agreement (or similar document) in force between the shareholders in such form as the directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document). If any such condition is imposed in accordance with this article 14.4, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee and the Company has received all of the required particulars under section 790K of the CA 2006 if the transferee is a registrable person or relevant legal entity within the meaning of section 790C of the CA 2006.

- 14.5 Any transfer of shares by way of a sale that is required to be made under article 17 or article 19 shall be deemed to include a warranty that the transferor sells the shares with full title guarantee.
- 14.6 Article 16 shall not apply to the transfer of Shares held by the Permitted Transferor where such Shares are being transferred in accordance with that Shareholder's will. Upon the death of such Shareholder, his Shares shall be transferred to the persons legally or beneficially entitled to such Shares (whether immediately or contingently) pursuant to that deceased Shareholder's will (or, in the absence of a will, the laws of intestacy).
- 14.7 The directors shall have no discretion to refuse to register a transfer of Shares made in accordance with article 14.6, whether such transfer is to the deceased Shareholder's legal representative(s) responsible for administering his estate or to the ultimate beneficiaries under his will, and shall register such transfer promptly upon request.
- 14.8 Article 17.1(h) shall not apply to the Permitted Transferor where it would otherwise apply by virtue of the death of that Shareholder in the event of which article 14.6 and 14.7 shall apply.

15. Permitted Transfers

- 15.1 The Permitted Transferor may transfer any of his Shares to his Permitted Transferee without being required to follow the steps set out in article 16 and vice versa.
- 15.2 The Permitted Transferee shall within 10 Business Days of ceasing to be the Permitted Transferee of the Permitted Transferor (whether by reason of divorce or otherwise (but not by reason of death)) execute and deliver to the Company a transfer of the Shares held by her to the Permitted Transferor, such transfer being made in return for the nominal value of the Shares being transferred (**Consideration**).
- 15.3 On the death or bankruptcy of the Permitted Transferee, her personal representatives or trustee in bankruptcy (as the case may be) shall offer the Shares held by her for transfer to the Permitted Transferor within 10 Business Days after the grant of probate or the making of the bankruptcy order (as the case may be), such transfer being made in return for the Consideration.
- 15.4 If a Permitted Transferee, her personal representatives or trustee in bankruptcy (as the case may be) fail to comply with article 15.2 or article 15.3 (as the case may be):
- (a) the Chairman (or, failing him, any other director or some other person nominated by a resolution of the directors) may, as agent on behalf of the Permitted Transferee:
 - (i) complete, execute and deliver in her name all documents necessary to give effect to the transfer of the relevant Shares to the Permitted Transferor;
 - (ii) receive the price payable for the Shares and give a good discharge for it; and

- (iii) (subject to the transfers being duly stamped) enter the Permitted Transferor in the register of shareholders as the holder of the Shares acquired by him pursuant to this article 15; and
- (b) the Company shall pay the Consideration into a separate bank account in the Company's name on trust (but without interest) for the relevant Permitted Transferee until she has delivered her certificate(s) for the relevant Shares or an indemnity, in a form reasonably satisfactory to the directors, in respect of any lost certificate, together, in either case, with such other evidence (if any) as the board may reasonably require to prove good title to those Shares, to the Company.

16. Pre-emption rights on the transfer of shares

- 16.1 Except where the provisions of article 15, article 17 or article 19 apply, a shareholder (**Seller**) wishing to transfer all (but not some only) of his Shares (**Sale Shares**) must give a Transfer Notice to the other shareholder(s) giving details of the proposed transfer including:
 - (a) the identity of the proposed buyer; and
 - (b) the price (in cash) at which he proposes to sell the Sale Shares (**Proposed Sale Price**).
- 16.2 A Transfer Notice (or Deemed Transfer Notice) constitutes the Company the agent of the Seller for the sale of the Sale Shares in accordance with the provisions of these Articles.
- 16.3 Once given, a Transfer Notice may only be withdrawn by the Seller where the Transfer Price of the Sale Shares comprised within a Transfer Notice is to be the Fair Value and such Fair Value is less than the Proposed Sale Price (in such case, the Seller may, within 10 Business Days of receipt of notification of the Fair Value, withdraw the Transfer Notice) or in accordance with article 16.7(c)(i). A Deemed Transfer Notice may not be withdrawn.
- 16.4 The Transfer Price for each Sale Share the subject of a Transfer Notice shall, save where expressly provided otherwise in these Articles, be the price per Sale Share (in cash) agreed between the Seller and the other shareholder(s) or, in default of agreement within 5 Business Days of the date of service of the Transfer Notice, the Fair Value of each Sale Share determined in accordance with article 18.
- 16.5 As soon as practicable following the determination of the Transfer Price, the directors shall (unless the Transfer Notice is withdrawn in accordance with article 16.3 offer the Sale Shares for sale in the manner set out in the remaining provisions of this article 16 at the Transfer Price. Each offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered.
- 16.6 The directors shall offer the Sale Shares to the other shareholders (but excluding any shareholder whose shares are, at the date of the Transfer Notice, the subject of a Deemed Transfer Notice) inviting them to apply in writing within the period from the date of the offer to the date 10 Business

Days after the offer (both dates inclusive) (**Offer Period**) for the maximum number of Sale Shares they wish to buy.

16.7 If:

- (a) at the end of the Offer Period, the total number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the directors shall allocate the Sale Shares to each shareholder who has applied for Sale Shares in the proportion which his existing holding of Shares bears to the total number of Shares (excluding those held by the Seller). Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Sale Shares being allocated, in which case, the allocation of any such fractional entitlements among the shareholders shall be determined by the directors). No allocation shall be made to a shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy;
- (b) not all Sale Shares are allocated following allocations in accordance with article 16.7(a), but there are applications for Sale Shares that have not been satisfied, the directors shall allocate the remaining Sale Shares to such applicants in accordance with the procedure set out in article 16.7(a). The procedure set out in this article 16.7(b) shall apply on any number of consecutive occasions until either all Sale Shares have been allocated or all applications for Sale Shares have been satisfied; and
- (c) at the end of the Offer Period, the total number of Sale Shares applied for is less than the total number of Sale Shares (**Surplus Shares**) the directors shall give notice of this fact to the Seller within 2 Business Days; and:
 - (i) other than for a Deemed Transfer Notice, the Seller may withdraw his offer to transfer his Shares by notice in writing to the Company within 5 Business Days of deemed receipt of said notice in the event of which the relevant Transfer Notice will lapse, no Sale Shares shall be transferred and the Company will give notice to the shareholders to whom Sale Shares have been allocated that the relevant Transfer Notice has been withdrawn within 5 Business Days of being so notified; or
 - (ii) if no such notice is given in accordance with clause 16.7(c)(i) by the Seller then the directors shall transfer the Sale Shares to the shareholders in accordance with the allocations made pursuant to this article 16.7. The balance may be transferred to the buyer identified in the Transfer Notice (if any) in accordance with article 16.11.

16.8 The directors shall, when no further offers or allocations are required to be made under article 16.7 and subject to the Seller not withdrawing the Transfer Notice pursuant to article 16.7(c)(i) give notice in writing of the allocations of Sale Shares (an **Allocation Notice**) to the Seller and each shareholder to whom Sale Shares have been allocated (each an **Applicant**). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant and the place and

time for completion of the transfer of the Sale Shares (which shall be at least 5 Business Days, but not more than 15 Business Days, after the date of the Allocation Notice).

16.9 On the date specified for completion in the Allocation Notice, the Seller shall, against payment from an Applicant, execute and deliver a transfer of the Sale Shares allocated to such Applicant, in accordance with any requirements specified in the Allocation Notice, together with the relevant share certificate(s) (or an indemnity in lieu thereof).

16.10 If the Seller fails to comply with article 16.9:

- (a) the chairman (or, failing him, any other director or some other person nominated by a resolution of the directors) may, as agent on behalf of the Seller:
 - (i) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
 - (ii) receive the Transfer Price and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Transfer Price); and
 - (iii) (subject to the transfers being duly stamped) enter the Applicants in the register of shareholders as the holders of the Sale Shares purchased by them; and
- (b) the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered his certificate(s) for the relevant Sale Shares or an indemnity, in a form reasonably satisfactory to the directors, in respect of any lost certificate, together, in either case, with such other evidence (if any) as the board may reasonably require to prove good title to those Sale Shares, to the Company.

16.11 Where an Allocation Notice does not relate to all the Sale Shares, then the Seller may, at any time during the 30 Business Days following the date of service of the Allocation Notice, transfer the Surplus Shares to the buyer identified in the Transfer Notice (if any) at a price at least equal to the Transfer Price. The Seller shall not be permitted to transfer any such Surplus Shares to a third party buyer if that buyer was not identified in the Transfer Notice.

17. Compulsory transfers

17.1 Except as otherwise provided in these Articles, a shareholder is deemed to have served a Transfer Notice under article 16.1 immediately before any of the following events:

- (a) an order being made for the shareholder's bankruptcy;
- (b) an arrangement or composition with any of the shareholder's creditors being made;
- (c) the shareholder convening a meeting of his creditors, or taking any other steps with a view to making an arrangement or composition in satisfaction of his creditors generally;
- (d) the shareholder being unable to pay his debts as they fall due within the meaning of section 268 of the Insolvency Act 1986;

- (e) any encumbrancer taking possession of, or a receiver being appointed over or in relation to, all or any material part of the shareholder's assets;
- (f) the happening in relation to a shareholder of any event analogous to any of the above in any jurisdiction in which he is resident, carries on business or has assets;
- (g) the shareholder lacking capacity (under section 2 of the Mental Capacity Act 2005) to make decisions in relation to the Company or his shareholding;
- (h) the shareholder (being an Employee Shareholder) becoming a Departing Employee Shareholder (a **Compulsory Employee Transfer**) (unless the directors otherwise direct in writing within 5 Business Days of the relevant Termination Date that a Transfer Notice shall not be deemed to have been served). For the purpose of this article 17.1(h), the Transfer Notice is deemed to have been served on the relevant Termination Date; or
- (i) the shareholder committing a material or persistent breach of any shareholders' agreement to which he is a party in relation to the shares in the Company which if capable of remedy has not been so remedied within 20 Business Days of the holder(s) of a majority of the Ordinary Shares of the other class requiring such remedy; or
- (j) the shareholder is guilty of a criminal offence other than a minor motoring offence that does not involve imprisonment.

17.2 The Deemed Transfer Notice has the same effect as a Transfer Notice, except that:

- (a) the Deemed Transfer Notice takes effect on the basis that it does not identify a proposed buyer or state a price for the Sale Shares and, subject to article 17.2(b) to article 17.2(d) 17.2(c), the Transfer Price for the Sale Shares shall be the aggregate Fair Value of those shares, determined by the Valuers in accordance with article 18;
- (b) the Transfer Price in respect of a Compulsory Employee Transfer shall, where the Departing Employee Shareholder is:
 - (i) a Bad Leaver, be restricted to the nominal value of the Sale Shares; and
 - (ii) a Good Leaver, be the aggregate Fair Value of such Sale Shares;
- (c) if the Seller is deemed to have given a Transfer Notice as a result of article 17.1(i) or 17.1(j), the Transfer Price shall be the nominal value of the Sale Shares;
- (d) if the Seller is deemed to have given a Transfer Notice as a result of any of articles 17.1(a) to 17.1(g) the Transfer Price shall be the aggregate Fair Value of such Sale Shares.

17.3 A Deemed Transfer Notice under article 17.1(h), article 17.1(i) or article 17.1(j) shall immediately and automatically revoke:

- (a) a Transfer Notice served by the relevant shareholder before the occurrence of the relevant event giving rise to the Deemed Transfer Notice under article 17.1(h), article 17.1(i) or article 17.1(j) (as the case may be); and

- (b) a Deemed Transfer Notice deemed to be served by the relevant shareholder under any of the events set out in article 17.1(a) to article 17.1(g) (inclusive) before the occurrence of the relevant event giving rise to the Deemed Transfer Notice under article 17.1(h), article 17.1(i) or 17.1(j) (as the case may be).

17.4 If the Seller fails to complete a transfer of Sale Shares as required under this article 17, the shareholders not the subject of a deemed transfer notice (**Continuing Shareholders**) are irrevocably authorised to appoint any person they nominate for the purpose as agent to transfer the Sale Shares on the Seller's behalf and to do anything else that the Continuing Shareholders may reasonably require to complete the sale, and the Company may receive the purchase price in trust for the Seller (without any obligation to pay interest), giving a receipt that shall discharge the Continuing Shareholders.

17.5 This Article 17 does not apply to the Permitted Transferor nor a Permitted Transferee.

18. Valuation

18.1 As soon as practicable after deemed service of a Transfer Notice under article 17 or if required pursuant to article 16.4 or 19.3, the shareholders shall appoint the Valuers to determine the Fair Value of the Sale Shares.

18.2 The Valuers shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the shareholders in writing of their determination.

18.3 The Fair Value for any Sale Share shall be the price per share determined by the Valuers on the following bases and assumptions:

- (a) valuing each of the Sale Shares as a proportion of the total value of all the issued shares in the capital of the Company without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent or for the rights or restrictions applying to the Sale Shares;
- (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
- (c) the sale is to be on arms' length terms between a willing seller and a willing buyer;
- (d) the Sale Shares are sold free of all encumbrances;
- (e) the sale is taking place on the date the Valuers were requested to determine the Fair Value; and
- (f) to take account of any other factors that the Valuers reasonably believe should be taken into account.

18.4 The shareholders are entitled to make submissions to the Valuers including oral submissions and will provide (or procure that the Company provides) the Valuers with such assistance and

documents as the Valuers reasonably require for the purpose of reaching a decision, subject to the Valuers agreeing to give such confidentiality undertakings as the shareholders may reasonably require.

- 18.5 To the extent not provided for by this article 18, the Valuers may, in their reasonable discretion, determine such other procedures to assist with the valuation as they consider just or appropriate.
- 18.6 The Valuers shall act as expert and not as arbitrator and their written determination shall be final and binding on the shareholders in the absence of manifest error or fraud.
- 18.7 Each shareholder shall bear its own costs in relation to the reference to the Valuers. The Valuers' fees and costs properly incurred by them in arriving at their valuation shall be borne by the Company.

19. Drag along

- 19.1 If the majority of Shareholders (**Transferor**) wish to transfer all (but not some only) of their Shares to a bona fide third party purchaser (**Proposed Buyer**) on arm's length terms and not for less than Fair Value, such shareholders may require all other holders of Shares in the Company (**Called Shareholders**) to sell and transfer their Shares (**Called Shares**) to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this article (**Drag Along Option**).
- 19.2 The Transferor may exercise the Drag Along Option by giving written notice to that effect to the Called Shareholders (**Drag Along Notice**) at any time before the transfer of the Transferor's Shares to the Proposed Buyer. The Drag Along Notice shall specify:
 - (a) that the relevant Called Shareholders are required to transfer all of their Called Shares pursuant to this article 19;
 - (b) the person to whom the Called Shares are to be transferred;
 - (c) the purchase price payable for the Called Shares which shall, for each Called Share, be an amount at least equal to the price per share offered by the Proposed Buyer for the Transferor's shares; and
 - (d) the proposed date of the transfer.
- 19.3 Following the issue of a Drag Along Notice, the Shareholders shall agree whether the price being offered per share is at least Fair Value, or in the absence of such agreement within 5 Business Days of the service of the Drag Along Notice any Shareholder may require that the current value of the Shares be determined in accordance with article 18.
- 19.4 Once issued and it is agreed or determined that the Shares to be sold are being sold for at least Fair Value in accordance with article 19.3, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if:

- (a) for any reason, the Transferors have not sold their respective Shares to the Proposed Buyer within 45 Business Days of serving the Drag Along Notice,
- (b) It is agreed or determined that the price being offered per Share is less than Fair Value in accordance with article 19.3.

The Transferor may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.

- 19.5 No Drag Along Notice shall require the Called Shareholder to agree to any terms except those specifically set out in this article 19.
- 19.6 Completion of the sale of the Called Shares shall take place on the Completion Date. Completion Date means the date proposed for completion of the sale of the Transferor's Shares unless:
- (a) the Transferor and the Called Shareholders agree otherwise in which case the Completion Date shall be the date agreed in writing by them; or
 - (b) that date is less than 10 Business Days after the date on which the Drag Along Notice is served, in which case the Completion Date shall be the 20 Business Day after service of the Drag Along Notice.
- 19.7 Neither the proposed sale of the Transferor's Shares to the Proposed Buyer nor the sale of the Called Shares by the Called Shareholders shall be subject to the rights of pre-emption set out in article 16.
- 19.8 On or before the Completion Date, the Called Shareholders shall execute and deliver a stock transfer form(s) for the Called Shares, together with the relevant share certificate(s) (or a suitable indemnity for any lost share certificate(s)) to the Company. On the Completion Date, the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts due pursuant to article 19.2 to the extent that the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders in trust for the Called Shareholders without any obligation to pay interest.
- 19.9 To the extent that the Proposed Buyer has not, on the Completion Date, put the Company in funds to pay the purchase price due in respect of the Called Shares, the Called Shareholders shall be entitled to the return of the stock transfer form(s) and share certificate(s) (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this article 19 in respect of their Shares in connection with the proposed transfer of such Shares to the Proposed Buyer in question.
- 19.10 If any Called Shareholder does not, on or before the Completion Date, execute and deliver (in accordance with article 19.8 transfer(s) in respect of all of the Called Shares held by him, that Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Transferor to be his agent to execute all necessary transfer(s) on his behalf,

against receipt by the Company (on trust for such holder) of the purchase price payable for the Called Shares, and to deliver such transfer(s) to the Proposed Buyer (or as he may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder of the Called Shares, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this article 19.10.

Decision making by shareholders

20. Quorum for general meetings

- 20.1 Unless otherwise agreed in writing by all the Shareholders and subject to article 20.2, the quorum at any general meeting of the Company, or adjourned general meeting, shall be three persons present in person or by proxy, who shall comprise of each Original Shareholder or:
- (a) whilst there are two Original Shareholders, the quorum shall be 2 persons present in person or by proxy comprising of those Original Shareholders;
 - (b) or where there is only one or less Original Shareholders of the Company the quorum of general meetings of the Company shall be one person present in person or by proxy.
- 20.2 If a Shareholder is unable or unwilling to attend a general meeting then they may serve notice on the board stating that he/she will not be participating in such meeting and that the quorum for such meeting may be reduced accordingly in which case the quorum for such meeting shall be reduced by such amount as may be required for the meeting to be quorate without the presence of such Shareholder.
- 20.3 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.

21. Chairing general meetings

The chairman of the board of directors shall chair general meetings. If the chairman is unable to attend any general meeting, the holders of a majority of Shares shall be entitled to appoint another director or alternative director present at the meeting to act as chairman at the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

22. Voting

- 22.1 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.

- 22.2 Any resolution proposed as a written resolution in relation to any of the matters listed in article 22.1 shall be proposed in a form that provides shareholders with the ability to cast their votes against as well as in favour of such resolution.

23. Poll votes

- 23.1 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.
- 23.2 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.

24. Proxies

- 24.1 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".
- 24.2 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

25. Means of communication to be used

- 25.1 Subject to article 25.3, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
 - (b) if sent by fax, at the time of transmission; or
 - (c) if sent by pre-paid United Kingdom first class post or another next working day delivery service providing proof of postage to an address in the United Kingdom, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or
 - (d) if sent or supplied by email, at the time of transmission; or
 - (e) if deemed receipt under the previous paragraphs of this article 25.1 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.

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

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

25.3 Any notice, document or other information served on, or delivered to, an intended recipient under article 16, article 17, or article 19, (as the case may be) may not be served or delivered in electronic form (other than by fax), or by means of a website.

25.4 In proving that any notice, document or information was properly addressed, it will suffice to show that the notice, document or information was addressed to an address permitted for the purpose by the CA 2006.

26. Indemnity and insurance

26.1 Subject to article 26.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
 - (i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
 - (ii) in relation to the Company's activities as a trustee of an occupational pension scheme (as defined in section 235(6) of the CA 2006),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs; and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in

article 26.1(a) and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure.

26.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the CA 2006 or by any other provision of law.

26.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

26.4 In this article:

- (a) a "relevant officer " means any director or other officer or former director or other officer of the Company but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor; and
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company or any pension fund or employees' share scheme of the Company.