

The Companies Act 2006

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28/02/2022

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COMPANIES HOUSE

Company Limited by Shares

Articles of Association

of

Subtvu Limited (CN: 09758453)

(Adopted by written resolution passed on 19 SEPTEMBER 2017)

1 Definitions

In these Articles, unless the context otherwise requires, the following words have the following meanings:

"the Act"	means the Companies Act 2006
"Adoption Date"	means the date of adoption of these Articles
"these Articles"	means these Articles of Association in their present form or as from time to time altered
"Bad Leaver"	means a Shareholder who becomes a Leaver in circumstances where the Shareholder was guilty of any fraud, dishonesty or gross negligence
"the Board"	means the board of directors of the Company or a duly authorised committee of it or the directors present at a meeting of the board of directors of the Company or a duly authorised committee of it in each case at which a quorum is present
"Business Day"	means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business
"A Shares"	means A Ordinary Shares of £0.01 each in the capital of the Company

"Communication"	includes a communication comprising sounds or images or both and a communication effecting a payment
"Conflict"	has the meaning given in Article 8.1
"Controlling Interest"	means an interest in shares giving to the holder or holders control of the Company within the meaning of section 840 of the Income and Corporation Taxes Act 1988
"Deferred Shares"	means the deferred shares of £0.01 each having the rights set out in these Articles
"Director"	means a director of the Company
"Early Leaver"	means a Shareholder who becomes a Leaver for any reason on or before the second anniversary of the Adoption Date
"Employee Member"	means a person who is or has been a director and/or an employee and/or consultant of any of Group Company, excluding any Investor Director
"Expert"	means the auditors of the Company from time to time, or if the auditors are unwilling or unable to act, any person nominated by the parties concerned or, in the event of disagreement, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales
"Fair Price"	<p>means such price per share as may be agreed between the Board and the proposing transferor, or in the absence of agreement, the price which an Expert states in writing to be, in their opinion, the fair value of each of the Shares concerned, on a sale as between a willing seller and a willing purchaser, in determining such fair value the Expert shall be instructed in particular:</p> <ul style="list-style-type: none"> (a) to have regard to the rights and restrictions attached to the Shares in respect of income and capital; (b) to disregard whether or not the Shares

represent a minority interest;

- (c) to take no account of whether the Shares do or do not carry control of the Company;
- (d) if the Company is then carrying on business as a going concern to assume that it will continue to do so,

and in stating the Fair Price the Expert (whose charges shall be borne by the Company unless the Expert shall otherwise determine) shall be considered to be acting as an expert and not as an arbitrator and its decision shall be final and binding on the parties

"Good Leaver"

means a Leaver who is not a Bad Leaver or an Early Leaver

"Group"

means the Company and its Subsidiaries, each being a **"Group Company"**

"Interested Director"

has the meaning given in Article 8.1

"Investor Directors"

means the directors appointed in accordance with Article 9 from time to time, each an **"Investor Director"**

"Leaver"

means an Employee Member who ceases to be a director or employee of a Group Company for whatever reason (including death or a Subsidiary ceasing to be a Subsidiary) and does not continue to be a director or employee of any other Group Company

"Leaver's Shares"

in relation to a Leaver, any Shares which:

- (a) are held by the Leaver at the time he becomes a Leaver;
- (b) were originally transferred or issued to that Leaver prior to his becoming a Leaver but which were subsequently transferred to another person (other than Shares transferred pursuant to Article 18) by such Leaver;
- (c) were not held by the Leaver at the time he became a Leaver but which were

subsequently acquired by him or by some other person pursuant to the exercise of rights to acquire such Shares

"Model Articles"

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

"Ordinary Shares"

means ordinary shares of £0.01 each in the capital of the Company

"Shareholder"

means a holder for the time being of Shares

"Shares"

means the issued shares of the Company from time to time

"Share Sale"

means the sale of any of the Shares (in one transaction or a series of transactions) which will result in the buyer of these Shares and persons acting in concert with him together acquiring a Controlling Interest in the Company

"Subscription Price"

means the price per Share at which the relevant Shares are issued (being the aggregate of the amount paid up or credited as paid up in respect of the nominal value thereof and any share premium thereon)

"Subsidiary"

in relation to a company wherever incorporated (a holding company) means "subsidiary" as defined in section 1159 of the Act and any other company which is itself a subsidiary (as so defined) of a company which is itself a subsidiary of such holding company. Unless the context requires otherwise the application of the definition of Subsidiary to any company at any time shall apply to the company as it is at that time

- 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 Act shall have the same 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 Any phrase introduced by the terms "**including**" "**include**" "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.6 Save as expressly provided otherwise in these Articles, any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force.

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 Articles 6(2), 7, 8, 9(1), 11, 13, 14, 16, 21, 22, 24(2)(c), 26(5), 38, 43, 44(2), 49 and 51 to 53 (inclusive) of the Model Articles shall not apply to the Company.
- 2.3 Article 20 of the Model Article shall be amended by the insertion of the words "(including alternate directors and the secretary)" before the words "properly incur".

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 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.

4 Unanimous decisions of directors

- 4.1 A decision of the directors is taken in accordance with this Article when all directors indicate to each other by any means that they share a common view on a matter.
- 4.2 Such a decision may take the form of a resolution in writing, where each director has signed one or more copies of it, or to which each director has otherwise indicated agreement in writing.
- 4.3 For the avoidance of doubt, to the extent permitted by law, the directors may resolve that the Company can give any form of financial assistance (as defined in Section 677, Companies

Act 2006) directly or indirectly, for the purpose of, or in connection with, any acquisition or proposed acquisition of Shares in the Company and/or any holding company of the Company and/or any reduction or discharge of a liability incurred by any person for the purpose of such an acquisition.

5 Calling a directors' meeting

- 5.1 Any director may call a meeting of directors by giving not less than three Business Days' notice of the meeting (or such shorter period of notice as agreed by the directors) to each director or by authorising the Company secretary (if any) to give such notice.
- 5.2 Notice of any directors' meeting must specify in reasonable detail the matters to be raised at the meeting and copies of any papers to be discussed at the meeting.
- 5.3 Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless the directors agree otherwise.

6 Quorum for directors' meetings

- 6.1 Subject to Article 6.2, the quorum at any meeting of the directors (including adjourned meetings) shall be three directors. No business shall be conducted at any meeting of the directors unless a quorum is participating at the beginning of the meeting and also when that business is voted on. In the event of there being a sole director, he shall have all the powers and be subject to all the provisions herein conferred on the directors and he or any alternate director appointed by him shall alone constitute a quorum at any meeting of the Board. If a quorum is not participating within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for 5 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 directors present will constitute a quorum.
- 6.2 For the purposes of any meeting (or part of a meeting) held pursuant to Article 8 to authorise a Conflict of a director the quorum for such meeting (or part of a meeting) shall be any two directors or, if there is only one other director he alone shall constitute a quorum at any such meeting of the Board.

7 Chairing of directors' meetings

- 7.1 In the case of a board meeting attended by all directors (or their duly appointed alternates) where there is an equality of votes the chairman shall have a casting vote In the case of all other board meetings the chairman shall not have a casting vote.
- 7.2 A director may be appointed as chairman or shall cease to serve as chairman upon the written direction of 60% or more of the directors.

8 Directors' interests

- 8.1 The directors may, in accordance with the requirements set out in this Article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (the "**Interested Director**") breaching his duty under section 175 of the Act to avoid conflicts of interest ("**Conflict**").

- 8.2 Any authorisation under this Article will be effective only if:
- 8.2.1 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and
 - 8.2.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 Subject to sections 177(5) and 177(6) of the Act, 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 Act.
- 8.6 Subject to sections 182(5) and 182(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into 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 Act, unless the interest has already been declared under Article 8.5.
- 8.7 Provided that a director 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:
- 8.7.1 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;
 - 8.7.2 shall be entitled to vote at a meeting of directors (or of a committee of directors) or participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
 - 8.7.3 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;

- 8.7.4 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
- 8.7.5 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.

9 Investor Directors

9.1 In this Article 9:

9.1.1 **"the Fearnley Shareholders"** means Giles Fearnley together with his spouse or widow and his children and grandchildren (including step and adopted children and their issue) and step and adopted children of his children; and

9.1.2 **"the Howells Shareholders"** means Robert Howells together with his spouse or widow and his children and grandchildren (including step and adopted children and their issue) and step and adopted children of his children.

9.2 For as long as they hold not less than 12.5% of the Ordinary Shares, the Howells Shareholders may together at any time appoint any one person to be a Director of the Company and remove any person so appointed and appoint another person in their place and each appointment or removal shall be made by notice in writing signed by or on behalf of the Howells Shareholders and delivered to the Company at its registered office.

9.3 For as long as they hold not less than 12.5% of the Ordinary Shares, the Fearnley Shareholders may together at any time appoint any one person to be a Director of the Company and remove any person so appointed and appoint another person in their place and each appointment or removal shall be made by notice in writing signed by or on behalf of the Fearnley Shareholders and delivered to the Company at its registered office.

9.4 For as long as they hold not less than 25% of the Ordinary Shares, EDCO Capital UK Limited may at any time appoint any two persons to be Directors of the Company and remove any person so appointed and appoint another person in their place and each appointment or removal shall be made by notice in writing signed by or on behalf of EDCO Capital UK Limited and delivered to the Company at its registered office. If EDCO Capital UK Limited shall hold between 15% and 25% of the Ordinary Shares the right to appoint Directors pursuant to this Article shall be reduced to one Director.

9.5 Upon request by the appointing party, the Company shall procure that any person appointed under Articles 9.2 to 9.4 inclusive is appointed as a director of any Group Company.

10 Alternate directors

- 10.1 Any director (other than an alternate director) (in this Article, the appointor) may appoint any person (whether or not a director) to be an alternate director to exercise that director's powers, and carry out that director's responsibilities in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.
- 10.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.
- 10.3 An alternate director has the same rights, in relation to any decision of the directors, as the alternate's appointor.
- 10.4 Except as the Articles specify otherwise, alternate directors are deemed for all purposes to be directors, are liable for their own acts and omissions, are subject to the same restrictions as their appointors and are not deemed to be agents of or for their appointors.
- 10.5 A person who is an alternate director but not a director may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating).
- 10.6 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors.
- 10.7 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director.
- 10.8 An alternate director's appointment as an alternate terminates:
 - 10.8.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate; or
 - 10.8.2 when the alternate director's appointor ceases to be a director for whatever reason.

11 Share Capital

- 11.1 At the date of adoption of these Articles the issued share capital of the Company is £9,201,040 divided into 78,532 Ordinary Shares, 37,468 A Ordinary Shares and 919,988,000 Deferred Shares of £0.01 each.
- 11.2 The Shares shall rank pari passu in all respects except as set out in these Articles.

12 Liquidation Preference

- 12.1 On a return of assets on liquidation, capital reduction or otherwise (other than a conversion, redemption or purchase of shares), the assets of the Company remaining after the payment of its liabilities shall to the extent the Company is lawfully able to do so) be applied in the following order of priority:

- 12.1.1 firstly, to the holders of the Ordinary Shares and A Shares pari passu as if they constituted a single class of shares except that the holders of the A Shares will only receive 1.6% of any such distribution until the Threshold set out in article 12.2 has been achieved;
 - 12.1.2 secondly, once all the holders of the Ordinary Shares and A Shares have received a sum of £100,000 for each share held by them, to the holders of the Deferred Shares at the rate of £0.01 per share; and
 - 12.1.3 thirdly, to the holders of the Ordinary Shares and the A Shares pari passu as if they constituted a single class of Shares.
- 12.2 For the purposes of articles 12.1 and 23.1, the Threshold will be achieved once the holders of the Ordinary Shares have received £20,000,000.00 in aggregate by way of dividends and/or capital distributions.

13 Exit Provisions

- 13.1 The proceeds of a Share Sale shall be distributed in the order of priority set out in article 12. The directors shall not register any transfer of Shares if the consideration payable (including any deferred consideration) whether in cash or otherwise to those Shareholders selling Shares under a Share Sale is not distributed in that manner.

14 Further issues of shares: authority

- 14.1 Subject to Article 15 and the remaining provisions of this Article 14.1, the directors are generally and unconditionally authorised, for the purpose of section 551 of the Act, to exercise any power of the Company to:

14.1.1 offer or allot;

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

14.1.3 otherwise deal in, or dispose of,

any shares in the Company to any person, at any time and subject to any terms and conditions as the directors think proper.

- 14.2 The authority referred to in Article 14.1:

14.2.1 such amount as may from time to time be authorised by the Company by ordinary resolution;

14.2.2 shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by ordinary resolution; and

14.2.3 may only be exercised for a period of five years from the date of adoption of these Articles, save that the directors may make an offer or agreement which would, or might, require shares to be allotted after the expiry of such authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired).

15 Pre-emption rights on issue of shares

- 15.1 Unless otherwise determined by the holders of over 50% of the Ordinary Shares, any shares for the time being unissued shall, before they are issued, be offered to the existing Shareholders in proportion, as nearly as may be practicable, to the number of existing Ordinary Shares held by them respectively.
- 15.2 Such offer (as referred to in Article 15.1) shall be made by notice in writing to each Shareholder specifying the number of shares offered to him and the subscription price for such shares and inviting him to state in writing within such period as the Board may prescribe (being not less than fourteen days after the date of the notice) whether he wishes to accept any and, if so, what number of shares offered to him and whether he wishes to subscribe for shares in excess of his entitlement and, if so, what maximum number.
- 15.3 If, within the period referred to in Article 15.2, such Shareholders have expressed their willingness to accept all or any of the shares offered to them, such shares shall be so issued to them accordingly.
- 15.4 Any shares so offered to any such holder of Ordinary Shares and not taken up within the period referred to in Article 15.2 shall be issued to those Shareholders who have taken up their full entitlement of shares and who have indicated a willingness to subscribe for excess shares and such issue shall be in proportion, as nearly as may be practicable, to the number of excess shares which they have each expressed a willingness to take up but subject to the limitation that no shares shall be issued to any such holder of shares in excess of the maximum number which he has expressed a willingness to subscribe.
- 15.5 Any shares not taken up pursuant to such offer (and any shares released from the provisions of this Article by the holders of over 50% of the Ordinary Shares pursuant to Article 15.1) shall be under the control of the Board who may allot, grant options over or otherwise dispose of such shares to such persons on such terms and in such manner as it thinks fit provided that in the case of any shares not disposed of pursuant to the offer to the Shareholders in accordance with this Article 15, such Shares shall not be disposed of on terms more favourable than the terms on which they were offered to the Shareholders. This Article 15 shall have effect subject to Article 14 and section 551 of the Act.
- 15.6 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act).

16 Company's lien over shares

- 16.1 The Company has a lien (the "**company's lien**") over every share, whether or not fully paid, which is registered in the name of any person indebted or under any liability to the Company, whether he is the sole registered holder of the share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person) to the Company, whether payable immediately or at some time in the future.
- 16.2 The directors may at any time decide that a share which is or would otherwise be subject to the company's lien shall not be subject to it, either wholly or in part.

- 16.3 Subject to the provisions of this Article 16, if:
- 16.3.1 a lien enforcement notice has been given in respect of a share; and
 - 16.3.2 the person to whom the notice was given has failed to comply with it, the Company may sell that share in such manner as the directors decide.
- 16.4 A lien enforcement notice (a "**lien enforcement notice**"):
- 16.4.1 company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
 - 16.4.2 must require payment of the sum within 14 clear days of the notice;
 - 16.4.3 must state the Company's intention to sell the share if the notice is not complied with.
- 16.5 Where shares are sold under this Article 16:
- 16.5.1 the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or to a person nominated by the purchaser; and
 - 16.5.2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.
- 16.6 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
- 16.6.1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice; and
 - 16.6.2 second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the Company for cancellation, or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates.
- 16.7 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been sold to satisfy the company's lien on a specified date:
- 16.7.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
 - 16.7.2 subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share.

17 Calls on Shares and Forfeiture

- 17.1 Subject to the Articles and the terms on which shares are allotted, the directors may send a notice (a "**call notice**") to a Shareholder requiring the Shareholder to pay the Company a

specified sum of money (a "call") which is payable to the Company at the date when the directors decide to send the call notice.

17.2 A call notice:

17.2.1 may not require a Shareholder to pay a call which exceeds the total amount of his indebtedness or liability to the Company;

17.2.2 must state when and how any call to which it relates is to be paid; and

17.2.3 may permit or require the call to be made in instalments.

17.3 A Shareholder must comply with the requirements of a call notice, but no Shareholder is obliged to pay any call before 14 clear days have passed since the notice was sent.

17.4 Before the Company has received any call due under a call notice the directors may revoke it wholly or in part or specify a later time for payment than is specified in the notice by a further notice in writing to the Shareholder in respect of whose shares the call is made.

17.5 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid.

17.6 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.

17.7 Subject to the terms on which shares are allotted, the directors may, when issuing shares provide that call notices sent to the holders of those shares may require them:

17.7.1 to pay calls which are not the same; or

17.7.2 to pay calls at different times.

17.8 A call notice need not be issued in respect of sums which are specified in the terms on which a share is issued, as being payable to the Company in respect of that share:

17.8.1 on allotment;

17.8.2 on the occurrence of a particular event; or

17.8.3 on a date fixed by or in accordance with the terms of issue.

17.9 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

17.10 If a person is liable to pay a call and fails to do so by the call payment date:

17.10.1 the directors may issue a notice of intended forfeiture to that person; and

17.10.2 until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate.

17.11 For the purposes of this Article 17:

17.11.1 the "**call payment date**" is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the "call payment date" is that later date; and

17.11.2 the "**relevant rate**" is;

- (a) the rate fixed by the terms on which the share in respect of which the call is due was allotted;
- (b) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors; or
- (c) if no rate is fixed in either of these ways, 5 per cent per annum,
provided that the rate does not exceed a rate which is greater than 5% above the base rate of the Bank of England from time to time.

17.12 A notice of intended forfeiture

17.12.1 may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;

17.12.2 must be sent to the holder of that share (or all the joint holders of that share) or to a transmittee of that holder;

17.12.3 must require payment of the call and any accrued interest by a date which is not less than 14 clear days after the date of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires);

17.12.4 must state how the payment is to be made; and

17.12.5 must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.

17.13 If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

17.14 Subject to the Articles, the forfeiture of a share extinguishes:

17.14.1 all interests in that share, and all claims and demands against the Company in respect of it; and

17.14.2 all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the Company.

17.15 Any share which is forfeited in accordance with the Articles:

17.15.1 is deemed to have been forfeited when the directors decide that it is forfeited;

- 17.15.2 is deemed to be the property of the Company; and
- 17.15.3 may be sold, re-allotted or otherwise disposed of as the directors think fit.
- 17.16 if a person's shares have been forfeited:
 - 17.16.1 the Company must send that person notice that forfeiture has occurred and record it in the register of Shareholders;
 - 17.16.2 that person ceases to be a Shareholder in respect of those shares;
 - 17.16.3 that person must surrender the certificate for the shares forfeited to the Company for cancellation;
 - 17.16.4 that person remains liable to the Company for all sums payable by that person under the Articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and
 - 17.16.5 the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
- 17.17 At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit.
- 17.18 If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer.
- 17.19 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been forfeited on a specified date:
 - 17.19.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
 - 17.19.2 subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share.
- 17.20 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share.
- 17.21 If the Company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which:
 - 17.21.1 was, or would have become, payable; and
 - 17.21.2 had not, when that share was forfeited, been paid by that person in respect of that share,

but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them.

17.22 A Shareholder may surrender any share:

17.22.1 in respect of which the directors may issue a notice of intended forfeiture;

17.22.2 which the directors may forfeit; or

17.22.3 which has been forfeited.

17.23 The directors may accept the surrender of any such share.

17.24 The effect of surrender on a share is the same as the effect of forfeiture on that share.

17.25 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

18 Transfers of Shares – pre-emption procedure

18.1 Subject to Article 19.2 and Article 22.2 no Shareholder, or person entitled to Shares by transmission, shall be entitled to transfer his Shares without first offering them for transfer to the other Shareholders who hold Ordinary Shares. The offer may be in respect of all or part only of the Shares held by the proposing transferor and shall be made by the proposing transferor by notice in writing to the Company (a "**Transfer Notice**").

18.2 The Transfer Notice shall specify the Shares offered (the "**Offered Shares**"). The Transfer Notice shall constitute the Directors as the agent of the proposing transferor for the sale of the Offered Shares to those Shareholders who own Ordinary Shares at the Fair Price. The Transfer Notice may contain a provision that, unless all the Offered Shares are sold under this Article, none shall be sold and that provision shall have effect. The Transfer Notice may not be revoked unless the Directors otherwise agree.

18.3 On agreement or determination of the Fair Price the Directors shall as soon as practicable give notice to all the Shareholders who hold Ordinary Shares (other than the proposing transferor) of the number and description of the Offered Shares and the Fair Price. The notice shall invite each of the Shareholders who hold Ordinary Shares to state in writing to the Company within 14 days (the "**Period**") whether he is willing to purchase any and, if so, what maximum number ("**Maximum**"), of the Offered Shares. The Directors shall at the same time give a copy of the notice to the proposing transferor.

18.4 Subject to Article 18.5, on the expiration of the Period the Directors shall allocate the Offered Shares to or amongst those persons who have expressed a willingness to purchase Offered Shares ("**Purchasers**") as follows:

18.4.1 each allocation between Purchasers shall, in the case of competition, be made pro rata to the nominal amount of Ordinary Shares held by each of them but shall not exceed the Maximum which such holder shall have expressed a willingness to purchase; and

- 18.4.2 if the Transfer Notice shall state that the proposing transferor is not willing to transfer part only of the Offered Shares, no allocation will be made unless all the Offered Shares are allocated.
- 18.5 On the allocation being made, the Directors shall give details of the allocation in writing to the proposing transferor and each Purchaser and, on the seventh day after such details are given, the Purchasers to whom the allocation has been made shall be bound to pay the purchase price for, and to accept a transfer of, the Offered Shares allocated to them respectively and the proposing transferor shall be bound, on payment of the purchase price, to transfer the Offered Shares to the respective Purchasers to whom the allocation has been made.
- 18.6 If the proposing transferor, after becoming bound to transfer Offered Shares, fails to do so, the Company may receive the purchase price and the Directors may appoint a person to be the proposing transferor's agent or attorney to execute instruments of transfer of the Offered Shares in favour of the Purchasers to whom the allocation has been made and shall cause the names of those Purchasers to be entered in the register of Shareholders of the Company as the holders of the Offered Shares and shall hold the purchase price in trust for the proposing transferor. The receipt of the Company shall be a good discharge to those Purchasers and, after their names have been entered in the Register of Shareholders of the Company under this provision, the validity of the transactions shall not be questioned by any person.
- 18.7 If, following the expiry of the Period, any of the Offered Shares have not been allocated under Article 18.4, the proposing transferor may at any time within a period of 90 days after the expiry of the Period transfer the Offered Shares not allocated to any person and at any price (being not less than the Specified Price) provided that the Directors may require to be satisfied that those Shares are being transferred under a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance to the Purchaser and, if not so satisfied, may refuse to register the instrument of transfer (without prejudice, however, to the Directors' absolute discretion to refuse to approve or register any transfer of Shares in the circumstances described in Article 17).

19 Registration of transfers

- 19.1 The Directors shall refuse to register a proposed transfer not made under Article 18, 19.2, 21 or 22.
- 19.2 Notwithstanding the provisions of Article 18 (but subject always to Article 22.1 (Tag Along)), a transfer of any number of Shares may be made by any person to any person with the prior written consent of the holders of over 50% of the Ordinary Shares (such consent not to be unreasonably withheld or delayed).
- 19.3 The Directors may also refuse to register a transfer of a share on which the Company has a lien or which is not a fully paid share.

- 19.4 A person executing an instrument of transfer of a share is deemed to remain the holder of the share until the name of the transferee is entered in the register of Shareholders of the Company in respect of it.

20 Deceased and bankrupt shareholder provisions

- 20.1 Articles 27 to 29 (inclusive) of the Model Articles shall be applied subject to the provisions of Article 20.2.
- 20.2 A person entitled to a Share in consequence of the death or bankruptcy of a Shareholder shall be bound at any time, if and when required in writing by the Board so to do, to give a Transfer Notice in respect of such Shares, and if such person fails to give a Transfer Notice in respect of them, he shall be deemed to have served the Company with a Transfer Notice in respect of such Shares on the date on which the Board required the Transfer Notice to be given. The provisions of Article 18 shall apply to the Shares and the Transfer Notice and the price per share of the Shares to be transferred shall be the Fair Price calculated as at the date on which the Transfer Notice is either actually given or deemed to have been received by the Company.

21 Compulsory transfers

- 21.1 Upon any person who is an Employee Member becoming a Leaver, then, unless the Board within 60 days of the cessation of such Leaver's employment otherwise resolves, Transfer Notice(s) shall be deemed to have been served in respect of all the Leaver's Shares on the date falling 60 days after the date of such cessation or on such earlier date as the Board may prescribe for the purposes of this Article 21.1.
- 21.2 On a transfer under Article 21.1 the price per share of the Leaver's Shares to be transferred shall be determined as follows:
- 21.2.1 if the Leaver is a Bad Leaver or an Early Leaver the price per share of all Leaver's Shares shall be the lower of:
- (a) the Subscription Price; and
 - (b) the Fair Price; and
- 21.2.2 if the Leaver is a Good Leaver the price per share shall be the Fair Price.
- 21.3 The Fair Price shall be calculated as at the date the relevant person became a Leaver. If in any particular case, the Board so decides, there shall be substituted for the price specified in Article 21.1 such price as the Board may agree with the transferor(s).
- 21.4 In cases where Article 21.1 applies, the provisions of Articles 18.2 to 18.7 shall apply mutatis mutandis.

22 Tag along and drag along rights

- 22.1 Tag along

Other than a sale pursuant to a Drag Along Notice served pursuant to Article 22.3, no sale or transfer of the legal or beneficial interest in any Shares in the Company may be made or validly registered in circumstances where, as a result of such sale or transfer and registration thereof, a Controlling Interest would be obtained in the Company by any person or group of persons (other than existing Shareholders) acting in concert, unless the proposed transferee or transferees or his or their nominees:

22.1.1 acting in good faith on an arm's length basis; and

22.1.2 has or have offered to purchase all of the Shares upon the same terms but subject to Article 13.

22.2 Drag along

If the holders of over 50% of the Ordinary Shares in issue for the time being (the "**Selling Shareholders**") wish to transfer all their interest in Ordinary Shares (the "**Sellers' Shares**") to a bona fide arm's length purchaser (the "**Third Party Purchaser**") the Selling Shareholders shall have the option (the "**Drag Along Option**") to require all:

22.2.1 the other Shareholders; and

22.2.2 persons to whom the Company might issue any Shares (whether pursuant to a share option, warrant or otherwise),

(together the "**Called Shareholders**") to sell and transfer all their Shares upon the same terms to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with the provisions of this Article but subject to the provisions of Article 13.

22.3 The Selling Shareholders may exercise the Drag Along Option by giving a written notice to that effect (a "**Drag Along Notice**") at any time before the transfer of the Sellers' Shares to the Third Party Purchaser. A Drag Along Notice shall specify that the Called Shareholders are required to transfer all Shares they own at the date of the Drag Along Notice and (if applicable) any Shares that may be issued after the date of the Drag Along Notice (together the "**Called Shares**") pursuant to this Article 22, the person to whom they are to be transferred, the consideration for which the Called Shares are to be transferred (calculated in accordance with this Article and Articles 12 and 13) and the proposed date of transfer.

22.4 Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers' Shares by the Selling Shareholders to the Third Party Purchaser within 60 days after the date of service of the Drag Along Notice. The Selling Shareholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice.

22.5 No Drag Along Notice may require a Called Shareholder to agree to any terms save those specifically provided for in this Article 22.

22.6 Subject to the remainder of this sub-Article 22.6, completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Sellers' Shares unless:

22.6.1 all of the Called Shareholders and the Selling Shareholders agree otherwise; or

22.6.2 that date is less than 3 days after the Drag Along Notice where it shall be deferred until the third day after the Drag Along Notice,

- 22.7 If any of the Called Shares are allotted after the date determined for completion under the remainder of this sub-article 22.7 (each a "**Late Issued Share**") then the sale of each Late Issued Share shall complete on the date specified by the Third Party Purchaser provided that such date is within four days of the date a Late Issued Share is allotted.
- 22.8 The rights of pre-emption set out in these Articles shall not arise on any transfer of Shares to a Third Party Purchaser (or as he may direct) pursuant to a sale in respect of which a Drag Along Notice has been duly served.
- 22.9 If any holder of Shares does not on completion of the sale of Shares execute transfer(s) in respect of all the Shares held by him the defaulting holder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholders to be his agent and attorney to execute all necessary transfer(s) on his behalf against receipt by the Company (on trust for such holder) of the purchase monies or any other consideration payable for the Called Shares deliver such transfer(s) to the Third Party Purchaser (or as they may direct) and the directors shall forthwith register the Third Party Purchaser (or as they may direct) as the holder thereof. After the Third Party Purchaser (or their nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person it shall be no impediment to registration of Shares under this sub-article that no share certificate has been produced.
- 22.10 Upon any person, following the issue of a Drag Along Notice, becoming a Shareholder of the Company pursuant to the exercise of a pre-existing option to acquire Shares in the Company (a "**New Shareholder**"), a Drag Along Notice shall be deemed to have been served upon the New Shareholder on the same terms as the previous Drag Along Notice who shall thereupon be bound to sell and transfer all such Shares acquired by him to the Third Party Purchaser or as the Third Party Purchaser may direct and the provisions of this Article 22 shall apply mutates mutandis to the New Shareholder save that completion of the sale of such Shares shall take place forthwith upon the Drag Along Notice being deemed served on the New Shareholder.

23 Dividends

- 23.1 The Ordinary Shares and A Shares shall rank pari passu for dividends except that the holders of the A Shares shall only receive 1.6% in aggregate of any dividends paid until the Threshold set out in article 12.2 has been achieved.
- 23.2 No dividends shall be declared or paid to the holders of the Deferred Shares.

24 Proceedings at general meeting

- 24.1 No business shall be transacted at any meeting unless a quorum is present at the time when the meeting proceeds to business. Subject to Article 22.2, three persons entitled to vote upon the business to be transacted shall be a quorum.

24.2 If the Company has less than three Shareholders, all Shareholder(s) present in person or by proxy shall constitute a quorum.

24.3 If within half an hour from the time appointed for a general meeting, a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed for that meeting, the Shareholders present shall be a quorum.

25 Voting

25.1 At a general meeting, on a show of hands every Shareholder who holds an Ordinary Share or an A Share and 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 Ordinary Share of which he is the holder.

25.2 The holder of a Deferred Share shall have no right to attend or vote at a general meeting.

26 Poll votes

26.1 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.

26.2 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.

27 Proxies

27.1 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".

27.2 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.

28 Means of communications to be used

28.1 Subject to Article 28.2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:

28.1.1 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 or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided

that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider;

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

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

28.1.4 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.

28.2 For the purposes of this Article 28 no account shall be taken of any part of a day that is not a Business Day.

28.3 Any notice, document or other information served on, or delivered to, an intended recipient under Article 18, Article 20, Article 21 or Article 22 (as the case may be) may not be served or delivered in electronic form (other than by fax), or by means of a website.

28.4 In proving that any notice, document or information was properly addressed, it shall be sufficient to show that the notice, document or information was delivered to an address permitted for the purpose by the Act.

29 Indemnity and insurance

29.1 Subject to Article 29.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

29.1.1 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 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 Company's affairs; and

29.1.2 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 29.1(a) and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure.

29.2 This Article 29 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.

29.3 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.

29.4 In this Article 29:

29.4.1 a "relevant officer " means any director or other officer or former director or other officer of the Company but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor; and

29.4.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company or any pension fund or employees' share scheme of the Company.