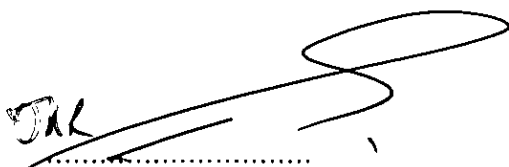


THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION
OF
WYNDCROFT LIMITED

On 6 March 2017 the following special resolutions were duly passed by the Company pursuant to section 288 of the Companies Act 2006:

SPECIAL RESOLUTIONS

- 1 That each of the ordinary shares of £1.00 be redesignated as A ordinary shares of £1.00 each and have the rights and be subject to the restrictions of such A ordinary shares as set out in the articles of association of the Company, adopted pursuant to a paragraph 3 of this resolution.
- 2 That the directors are generally and unconditionally authorised pursuant to section 551 of the Companies Act 2006 (the Act) to exercise all the powers of the Company to allot shares in the Company and to grant rights to subscribe for or to convert any security into such shares (**Allotment Rights**), but so that:
 - (a) that the maximum amount of shares that may be allotted or made the subject of Allotment Rights under this authority are shares with an aggregate nominal value of £92.00;
 - (b) this authority shall expire on 6 March 2021.
 - (c) the Company may make any offer or agreement before such expiry which would or might require shares to be allotted or Allotment Rights to be granted after such expiry; and
 - (d) all unexercised authorities already vested in the directors as at the date of this resolution to allot shares or to grant Allotment Rights are revoked.
- 3 That the regulations contained in the document in the attached form and initialled by the chairman for the purpose of identification are adopted as the Company's new articles of association in substitution for and to the exclusion of the Company's existing articles of association.


.....
Director



A18 25/03/2017 #350
COMPANIES HOUSE



Company No. 10437556

The Companies Act 2006

Private Company Limited by Shares

ARTICLES OF ASSOCIATION

of

WYNDCROFT LIMITED

(adopted by Special Resolution passed on 6 March 2017
2017)

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The Companies Act 2006
Private Company Limited by Shares

ARTICLES OF ASSOCIATION
of
WYNDCROFT LIMITED

(adopted by Special Resolution passed on
2017)

1 Interpretation

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

A Director means a Director appointed by an A Shareholder pursuant to article 13

A Shareholder Majority means the holder(s) for the time being of over 50% in nominal value of the A Shares for the time being in issue

A Shareholders means the holder(s) for the time being of all of the A Shares in the capital of the Company and **A Shareholder** shall be construed accordingly

A Shares means the A ordinary shares of £0.01 each in the capital of the Company with the rights attaching as described in article 21

Act means the Companies Act 2006

Allocation Notice has the meaning given in article 26.12

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

B Shareholders means the holder(s) for the time being of all of the B Shares in the capital of the Company

B Shares means the B ordinary shares of £0.01 each in the capital of the Company with the rights attaching as described in article 21

Board means the board of Directors of the Company (or a duly authorised committee thereof) from time to time

Business Day means a day other than a Saturday, Sunday or public holiday in England when banks in the City of London are open for business

Buyer has the meaning given in article 26.12

C Shareholders means the holder(s) for the time being of all of the C Shares in the capital of the Company

C Shares means the C ordinary shares of £0.01 each in the capital of the Company with the rights attaching as described in article 21

Chairman means the chairman of the Board (if any) appointed in accordance with article 10

Civil Partner, in relation to a Shareholder, means a civil partner as defined in the Civil Partnership Act 2004

Company means Wyndcroft Limited (No. 10437556) whose registered office is at c/o Grant Thornton LLP, 4 Hardman Square, Spinningfields, Manchester, M3 3EB

Conflict means a matter or 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

Controlling Interest means an interest in Shares conferring on the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010

D Shareholders means the holder(s) for the time being of all of the D Shares in the capital of the Company

D Shares means the D ordinary shares of £0.01 each in the capital of the Company with the rights attaching as described in article 21

Deemed Transfer Notice means a Transfer Notice that is deemed to have been served under any provision of these Articles

Director means a director of the Company, and includes any person occupying the position of director, by whatever name called

Disposal means the disposal by the Company of all, or a substantial part of, its business and assets

Dividend has the meaning given in article 23

Family Member means any of the lineal descendants of Jeremy Kevin Roberts and Jane Roberts

Family Trust means:

- (a) a bare trust for the benefit of any Family Member; or
- (b) a trust (whether arising under a settlement *inter vivos* or a testamentary disposition by whomever made or on an intestacy) which permits the settled property or the income therefrom to be applied (whether currently or in the future) only for the benefit of any Family Member(s) and under which no power of control is capable of being exercised over the votes of any Shares which are the subject of the trust by any person other than the trustees of the trust

Issue Price means in respect of the Shares, the subscription price paid (or agreed to be paid) in respect of each share, including any share premium

Market Value has the meaning given in article 26.3(a)

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 and reference to a numbered "Model Article" is a reference to that article of the Model Articles

Offer Notice has the meaning given in article 26.4

Permitted Transfer means a transfer of Shares made in accordance with article 27 (Permitted transfers)

Permitted Transferee means a person to whom a Permitted Transfer has been, or may be, made

Proposed Sale Price has the meaning given in article 26.1(c)

Remaining Shares has the meaning given in article 28.2

Sale Price has the meaning given in article 26.3

Sale Proceeds means the consideration payable (including any deferred and/or contingent consideration) whether in cash or otherwise to those Shareholders selling Shares under a Share Sale

Sale Shares has the meaning given in article 26.1

Seller has the meaning given in article 26.1

Share Sale means the sale of (or the grant of a right to acquire or to dispose of) any Shares (in one transaction or as a series of transactions) which would, if completed, result in the buyer of those Shares (or grantee of that right) and persons acting in concert with him together acquiring a Controlling Interest

Shareholder means an A Shareholder, B Shareholder, C Shareholder or D Shareholder, in each case for the time being, and **Shareholders** shall be construed accordingly

Shares means any or all of the A Shares, B Shares, C Shares and the D Shares together

Statutes means the Act and any statutory modification or re-enactment thereof for the time being in force and every other Act concerning companies and affecting the Company

Total Transfer Condition has the meaning given in article 26.1(d)

Transfer Notice has the meaning given in article 26.1

Valuers means an independent firm of accountants jointly appointed by the Company and the Seller or, in the absence of agreement between the Company and the Seller on the identity of the expert, 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)

Will Trust means a trust arising under a testamentary disposition or on an intestacy which gives the widow, widower or surviving civil partner of the deceased Family Member an interest in possession in the Shares

Writing or **written** means 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 26 (Pre-emption rights on the transfer of shares), article 27 (Permitted transfers), and article 28 (Compulsory transfers) **writing** or **written** shall not include the sending or supply of notices, documents or information in electronic form (other than by fax)

- 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 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 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 or it is in force on the date when these Articles become binding on the Company.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time or as at the date on which these Articles become binding on the Company under that statute or statutory provision.
- 1.7 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.
- 1.8 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 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. A copy of the Model Articles is set out in the Schedule to these Articles.
- 2.2 Model Articles 6(2), 7, 8, 9(1), 11 to 14 (inclusive), 16, 17, 22(2), 26(5), 31 36, 38, 39, 43, 44(2) 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)" 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 27(2)(a) and (b) shall be amended by the insertion, in each case, of the words "and to any other agreement to which the holder was party at the time of his death" after the words "subject to the articles".
- 2.6 Model Article 28(2) shall be amended by the deletion of the word "If" and the insertion of the words "Subject to the Articles and to any other agreement to which the holder was party at the time of his death, if" in its place.
- 2.7 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(d) shall be amended by the deletion of the words "either" and "or by such other means as the Directors decide".

3 Liability of members

The liability of the Shareholders is limited to the amount, if any, unpaid on the Shares held by them.

4 Number of Directors

The number of Directors shall be two A Directors.

5 Meetings of the Board

- 5.1 Any decision of the Directors must be taken at a meeting of the Board in accordance with these Articles or must be a decision taken in accordance with article 7 (Unanimous decisions of the Board).
- 5.2 Subject as provided in these Articles, the Directors may participate in meetings of the Board for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 5.3 All decisions made at any meeting of the Board shall be made only by resolution.
- 5.4 Each Director has one vote at a meeting of the Board.
- 5.5 If at any time before or at any meeting of the Board a 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 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 the Board may be adjourned pursuant to this article more than once.

6 Attendance at meetings of the Board

In determining attendance at a meeting of the Board, it is immaterial whether the Directors attending it are in the same place as each other. Meetings of the Board can be conducted by telephone, telephone conference or video conference.

7 Unanimous decisions of the Board

- 7.1 A decision of the Board is taken in accordance with this article when each Director indicates to each other Director by any means that they share a common view on a matter.

7.2 . 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.

7.3 A decision may not be taken in accordance with this article if the Directors would not have formed a quorum at a meeting of the Board to vote on the matter.

8 Calling a meeting of the Board

Subject to the provisions of these Articles and to any agreement from time to time between the members, the Directors may regulate their proceedings as they think fit. Any Director may call a meeting of the Board.

9 Quorum for meetings of the Board

9.1 The quorum at any meeting of the Directors (including adjourned meetings) shall be two A Directors (or his/their alternate).

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

9.3 If a quorum is not present within 10 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for 2 Business Days at the same time and place.

10 Chairing of meetings of the Board

10.1 The post of Chairman of the Directors will be held by Jeremy Kevin Roberts during his lifetime.

10.2 Subject to article 10.1, an A Shareholder Majority may appoint a Director to chair meetings and may terminate the Chairman's appointment at any time.

10.3 The Chairman shall have a casting vote.

11 Directors' interests

Subject to the provisions of the Statutes, a Director may be interested directly or indirectly in any contract or arrangement or in any proposed contract or arrangement with the Company or with any other company in which the Company may be interested and he may hold and be remunerated in respect of any office or place of profit (other than the office of auditor of the Company or any subsidiary of the Company) under the Company or any such other company and he or any firm of which he is a member may act in a professional capacity for the Company or any such other company and be remunerated for it. Notwithstanding his interest a Director may vote on any matter in which he is interested and be included for the purpose of a quorum at any meeting at which the same is considered and he may retain for his own benefit all profits and advantages accruing to him. Regulation 94 shall be modified accordingly.

12 Records of decisions to be kept

Where decisions of the Board 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. For the avoidance of doubt, all decisions of the Board shall be recorded and retained with the Company's statutory books in accordance with Model Article 15.

13 . Appointment and removal of directors

- 13.1 An A Shareholder Majority shall be entitled to appoint two persons to be A Directors of the Company, and the first A Directors so appointed shall be Jeremy Kevin Roberts and Jane Roberts.
- 13.2 Any A Director may at any time be removed from office by an A Shareholder Majority. Any Director who is an employee of the Company and who ceases to be an employee shall be removed from office from the date his employment ceases.
- 13.3 If any A Director shall die or be removed from or vacate office for any cause, an A Shareholder Majority shall appoint in his place another person to be an A Director, save that this article shall not apply in the event of the death of any A Director who is a Shareholder.
- 13.4 Any appointment or removal of a Director pursuant to this article shall be in writing and signed by or on behalf of the A Shareholder Majority and served on the other Shareholders and the Company at its registered office or delivered to a duly constituted meeting of the Directors of the Company and on the Director, in the case of his removal. Any such appointment or removal shall take effect when received by the Company or at such later time as shall be specified in such notice.
- 13.5 No A Director shall be appointed or removed otherwise than pursuant to these Articles, save as provided by law.

14 Alternate directors

- 14.1 Any Director may, by giving notice in writing to the Shareholders who did not appoint him, appoint an alternate and may, in the same way, remove an alternate so appointed by him. An alternate shall be entitled to receive notice of all meetings of the Board and attend and vote as such at any meeting at which the Director appointing him is not personally present, and generally in the absence of his appointor to do all the things which his appointor is authorised or empowered to do. A Director who is also an alternate shall be:
- (a) entitled, in the absence of his appointor, to a separate vote on behalf of his appointor in addition to his own vote; and
 - (b) counted as part of the quorum of the Board on his own account and in respect of the Director for whom he is the alternate.
- 14.2 If his appointor is for the time being absent from the United Kingdom or otherwise not available the signature of an alternate Director to any resolution in writing of the Directors shall be as effective as the signature of his appointor. A person who holds office only as an alternate Director shall, if his appointor is not present, be counted for the purposes of determining whether there is a quorum of Directors at any meeting as if he were, if appointed by an A Director, an A Director. Save as aforesaid, an alternate Director shall not have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles.
- 14.3 An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements with the Company and to be repaid expenses and to be indemnified to the same extent as if he were a Director, but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration, except only 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.

- 14.4 In these Articles, where the context so permits, the term A Director shall include an alternate Director appointed by an A Director.

15 Quorum for general meetings

- 15.1 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon.
- 15.2 A quorum shall be one qualifying person having the right to vote on the business to be transacted at the meeting and holding (or being entitled to exercise the rights attached to) Shares representing more than 50% of the A Shares in issue for the time being,

16 Chairing of general meetings

The Chairman of the Board shall chair general meetings. If the Chairman is unable to attend any general meeting, he shall be entitled to appoint his proxy 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.

17 Poll votes

- 17.1 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.
- 17.2 Model Article 44(3) 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.

18 Deadlock

- 18.1 If:
- (a) a special resolution is proposed at a properly convened general meeting or a special resolution is proposed as a written resolution and such special resolution is not passed as a result of a failure to achieve the required majority; and
 - (b) an A Shareholder serves notice on the other A Shareholder(s) requiring the particular matter to be considered again at a special meeting of the Shareholders and at that meeting the special resolution is again not passed due to a failure to achieve the required majority,

then any A Shareholder shall be entitled, in his discretion, to serve written notice on the other A Shareholders that a deadlock has arisen.

- 18.2 The A Shareholders shall use reasonable efforts for a period of 15 Business Days from the date on which the notice referred to in article 18.1 is served to resolve the deadlock on an amicable basis.

19 Proxies

- 19.1 Model Article 45(1)(d) 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".

- 19.2 Model Article 45(1) 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.

20 Means of communication to be used

- 20.1 Subject to article 20.3, 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
- (b) if sent by fax, at the time of transmission; or
- (c) if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the second Business Day after posting; or
- (d) if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or
- (e) 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; and
- (f) if deemed receipt under the previous paragraphs of this article 19.1 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.

- 20.2 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 e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.

- 20.3 Any notice, document or other information served on, or delivered to, an intended recipient under article 26 (Pre-emption rights on the transfer of shares), article 27 (Permitted transfers) or article 28 (Compulsory transfers) (as the case may be) may not be served or delivered in electronic form (other than by fax), or by means of a website.

21 Share capital

- 21.1 The Shares shall have the following rights attached to them:

- (a) the holders of A Shares:

- (i) shall be entitled to receive notice of, and shall be entitled to attend and vote at, general meetings of the Company, and to receive a copy of, and to vote on, any written resolution of the Company;
 - (ii) subject to article 23, shall have the right to receive Dividends declared by the Board of the Company in relation to the A Shares; and
 - (iii) other than as set out in article 22, shall have no right to participate, and receive any benefit from, a return of capital by the Company, whether on liquidation of the Company or due to a capital reduction or otherwise.
- (b) the holders of B Shares:
 - (i) shall be entitled to receive notice of, attend, and speak at, a general meeting of the Company, but shall not be entitled to vote at such general meetings, and shall be entitled to receive a copy of any written resolution of the Company, but shall not be entitled to vote on such written resolutions;
 - (ii) subject to article 23, shall have a right to receive Dividends declared by the Board of the Company in relation to the B Shares; and
 - (iii) shall participate in relation to a return of capital by the Company, whether on liquidation of the Company or due to a capital reduction or otherwise, as set out in article 22.
- (c) the holders of C Shares:
 - (i) shall be entitled to receive notice of, attend, and speak at, a general meeting of the Company, but shall not be entitled to vote at such general meetings, and shall be entitled to receive a copy of any written resolution of the Company, but shall not be entitled to vote on such written resolutions;
 - (ii) subject to article 23, shall have a right to receive Dividends declared by the Board of the Company in relation to the C Shares; and
 - (iii) shall participate in relation to a return of capital by the Company, whether on liquidation of the Company or due to a capital reduction or otherwise, as set out in article 22.
- (d) the holders of D Shares:
 - (i) shall be entitled to receive notice of, attend, and speak at, a general meeting of the Company, but shall not be entitled to vote at such general meetings, and shall be entitled to receive a copy of any written resolution of the Company, but shall not be entitled to vote on such written resolutions;
 - (ii) subject to article 23, shall have a right to receive Dividends declared by the Board of the Company in relation to the D Shares; and
 - (iii) shall participate in relation to a return of capital by the Company, whether on liquidation of the Company or due to a capital reduction or otherwise, as set out in article 22.

21.2 Except as otherwise provided in these Articles, the Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.

21.3 On the transfer of any of the Shares as permitted by these Articles:

- (a) Shares transferred to a non-Shareholder shall remain of the same class as before the transfer; and
- (b) Shares transferred to the other Shareholders shall automatically be redesignated on transfer as a share of the same class as those Shares already held by the Shareholder.

21.4 If no Shares of a class remain in issue following a redesignation under this article, these Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, a Shareholder of that class or Director appointed by that class.

21.5 No variation of the rights attaching to any class of Shares shall be effective except with the sanction of a special resolution of the holders of the relevant class of Shares. Where a special resolution to vary the rights attaching to a class of Shares is proposed at a separate general meeting of that class of Shares, all the provisions of these Articles as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be the Shareholders holding Shares of the relevant class present in person or by proxy. For the purpose of this article, the Shareholders present in person or by proxy may constitute a meeting.

21.6 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; and
- (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.

21.7 The Company shall immediately cancel any Shares acquired under Chapter 4 of Part 18 of the Act.

22 Return of Capital

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

- (a) first, in paying to the holders of Shares, in respect of each Share held, the Issue Price of that Share, together with a sum equal to any arrears and accruals of Dividends in respect of that Share and, if there is a shortfall of assets remaining to satisfy such payments in full, the proceeds shall be distributed to the holders of Shares pro rata to the aggregate amounts due under this article 22(a) to each such Share; and
- (b) thereafter, in distributing the balance among the holders of the B Shares, C Shares and D Shares pro rata to the number of B Shares, C Shares and D Shares (as the case may be) held, as if they all constituted shares of the same class.

23 Dividends

The Directors shall have absolute discretion as to recommending payment (or not) of any profits of the Company available for distribution and which the Company may determine to distribute (**Dividend**). Such a Dividend may be declared in relation to any (or all of) the Shares, as the Board may determine in its absolute discretion.

24 Exit Provisions

- 24.1 On a Share Sale, the Sale Proceeds shall be distributed in the order of priority set out in article 22. The Directors shall not register any transfer of Shares if the Sale Proceeds are not distributed in that manner (save in respect of any Shares not sold in connection with that Share Sale) provided that, if the Sale Proceeds are not settled in their entirety upon completion of the Share Sale the Directors may register the transfer of the relevant Shares, provided that the Sale Proceeds due on the date of completion of the Share Sale have been distributed in the order of priority set out in article 22.
- 24.2 On a Disposal, the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in article 22.

25 Share transfers: General

- 25.1 In these Articles, reference to the transfer of Shares includes the transfer, assignment or other disposal of a beneficial or other interest in any amount or any class of the Shares, or the creation of a trust or encumbrance over any Share, and reference to Shares includes a beneficial or other interest in any Shares.
- 25.2 No Shareholder shall transfer any Share except:
- (a) a Shareholder may transfer all (but not some only) of his Shares in the Company for cash (and not on deferred terms) in accordance with the procedure set out in article 26 (Pre-emption rights on the transfer of shares); or
 - (b) in accordance with article 27 (Permitted transfers); or
 - (c) in accordance with article 28 (Compulsory transfers).
- 25.3 Subject to article 25.4, the Directors must register any duly stamped or certified exempt 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.
- 25.4 The Directors may, as a condition to the registration of any transfer of Shares in the Company (whether to a Permitted Transferee or otherwise) require the transferee 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 25.4, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.
- 25.5 Any transfer of Shares by way of a sale that is required to be made under article 27 (Permitted transfers) or article 28 (Compulsory transfers) shall be deemed to include a warranty that the transferor sells the Shares with full title guarantee.

25.6 Any Transfer Notice served in respect of the transfer of any Shares which has not completed before the date of service of a Deemed Transfer Notice shall automatically be revoked by the service of a Deemed Transfer Notice.

26 Pre-emption rights on the transfer of shares

26.1 Except where the provisions of article 27 (Permitted transfers) or article 28 (Compulsory transfers), a Shareholder (**Seller**) wishing to transfer his Shares (**Sale Shares**) must give notice in writing (**Transfer Notice**) to the Company giving details of the proposed transfer, including:

- (a) the number and class of the Sale Shares;
- (b) the identity of the person (if any) to whom the Seller wishes to transfer the Sale Shares;
- (c) the price per Share at which the Seller wishes to transfer the Sale Shares (the Proposed Sale Price); and
- (d) whether the Transfer Notice it is conditional upon all (and not part only) of the Sale Shares being sold pursuant to the following provisions of this article 26 (a **Total Transfer Condition**).

26.2 Each Transfer Notice shall:

- (a) relate to one class of Shares only;
- (b) constitute the Company as the agent of the Seller for the sale of the Sale Shares on the terms of this article 26; and
- (c) save as provided in article 26.7, be irrevocable.

26.3 The Sale Shares shall be offered for purchase in accordance with this article 26 at a price per Sale Share (**Sale Price**) agreed between the Seller and the Board or, in default of such agreement, by the end of the 15th Business Day after the date of service of the Transfer Notice:

- (a) if the Board so elects within that 15 Business day period after the date of service of the Transfer Notice, the Sale Price shall be the price per Share reported on by the Valuers as their written opinion of the open market value of each Sale Share (the **Market Value**) as at the date of service of the Transfer Notice (in which case for the purposes of these Articles the Sale Price shall be deemed to have been determined on the date of receipt by the Company of the Valuer's report); and
- (b) otherwise, the Sale Price shall be the Proposed Sale Price, in which case for the purpose of these Articles the Sale Price shall be deemed to have been agreed at the end of that 15th Business Day.

26.4 If instructed to report on their opinion of Market Value under article 26.3(a) the Valuers shall:

- (a) act as expert and not as arbitrator and their written determination shall be final and binding on the Shareholders; and
- (b) proceed on the basis that:

- (i) the open market value of each Sale Share shall be the sum which a willing buyer would agree with a willing seller to be the purchase price for all the class of Shares of which the Sale Shares form part, divided by the number of issued Shares then comprised in that class;
 - (ii) there shall be no addition of any premium or subtraction of any discount by reference to the size of the holding the subject of the Transfer Notice or in relation to any restrictions on the transferability of the Sale Shares;
 - (iii) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so; and
 - (iv) any difficulty in applying either of the foregoing bases shall be resolved by the Valuers as they think fit in their absolute discretion.
- 26.5 The Company will use its reasonable endeavours to procure that the Valuers deliver their written opinion of the Market Value to the Board and to the Seller within 28 days of being requested to do so.
- 26.6 The Valuers' fees for reporting on their opinion of the Market Value shall be borne as the Valuers shall specify in their valuation having regard to the conduct of the parties and the merit of their agreements in respect of the matters in dispute or otherwise (in the absence of any such specification by the Valuers) as to one half by the Seller and as to the other half by the Company.
- 26.7 If the Market Value is reported on by the Valuers under article 26.3 to be less than the Proposed Sale Price, the Seller may revoke any Transfer Notice which was not stated to be, or is not deemed by these Articles to be, irrevocable by written notice given to the Board within the period of 5 Business Days after the date the Board serves on the Seller the Valuers' written opinion of the Market Value.
- 26.8 The Board shall at least 10 Business Days after and no more than 20 Business Days after the Sale Price has been agreed or determined give an Offer Notice to all Shareholders to whom the Sale Shares are to be offered in accordance with these Articles.
- 26.9 An Offer Notice shall:
 - (a) specify the Sale Price;
 - (b) contain the other relevant details included in the Transfer Notice; and
 - (c) invite the relevant offerees to respond in writing, before expiry of the Offer Notice, to purchase the numbers of Sale Shares specified by them in their application,
 in addition, shall expire 35 Business Days after its service.
- 26.10 Sale Shares of a particular class specified in column (1) in the table below shall be treated as offered:
 - (a) in the first instance to all persons in the category set out in the corresponding line in column (2) in the table below; and
 - (b) to the extent not accepted by persons in column (2), to all persons in the category set out in the corresponding line in column (3) in the table below; and

- (c) to the extent not accepted by persons in column (3), to all the persons in the category set out in the corresponding line in column (4) in the table below,

however, no Shares shall be treated as offered to the Seller or any other Shareholder who is deemed to have given a Transfer Notice in respect of any of the Shares registered in his name.

(1) Class of Sale Shares	(2) First Offer to	(3) Second Offer to	(4) Third Offer to
A Shares	Shareholders holding A Shares	The Company	n/a
B Shares	Shareholders holding B Shares	Shareholders holding C Shares and/or D Shares	The Company
C Shares	Shareholders holding C Shares	Shareholders holding B Shares and/or D Shares	The Company
D Shares	Shareholders holding D Shares	Shareholders holding B Shares and/or C Shares	The Company

26.11 After the expiry date of the Offer Notice, the Board shall, in the priorities and in respect of each class of persons set out in the columns in the table in article 26.10, allocate the Sale Shares in accordance with the valid applications received save that:

- (a) if there are applications from any class of offerees for more than the number of Sale Shares available for that class of offerees, they shall be allocated to those applicants in proportion (as nearly as possible but without allocating to any Shareholder more Sale Shares than the maximum number applied for by him) to the number of Shares of the class which entitles them to receive such offer then held by them respectively;
- (b) if it is not possible to allocate any of the Sale Shares without involving fractions, they shall be allocated amongst the applicants of each class in such manner as the Board shall think fit; and
- (c) if the Transfer Notice contained a valid Total Transfer Condition, no allocation of Sale Shares shall be made unless all the Sale Shares are allocated.

26.12 The Board shall, within 5 Business Days of the expiry date of the Offer Notice, give notice in writing (an **Allocation Notice**) to the Seller and to each person to whom Sale Shares have been allocated (each a **Buyer**) specifying the name and address of each Buyer, the number and class of Sale Shares agreed to be purchased by him and the aggregate price payable by him for them and the date for completion (being no earlier than 5 nor later than 15 Business Days after the date of service of the Allocation Notice).

26.13 Completion of a sale and purchase of Sale Shares pursuant to an Allocation Notice shall take place at the registered office of the Company at the time specified in the Allocation Notice when the Seller shall, upon payment to him by a Buyer of the Sale Price in respect of the Sale Shares allocated to that Buyer, transfer those Sale Shares and deliver the relative share certificate (s) to that Buyer.

26.14 The Seller may, during the period of 30 Business Days commencing 20 Business Days after the expiry date of the Offer Notice, sell all or any of those Sale Shares for which an Allocation

Notice has not been given by way of bona fide sale to the proposed transferee (if any) named in the Transfer Notice or, if none was so named, to any transferee, in either case at any price per Sale Share which is not less than the Sale Price, without any deduction, rebate or allowance to the proposed transferee, provided that:

- (a) the Seller may not transfer such Share and the Board shall not register any transfer to a transferee who is not at that date a Shareholder unless such transferee is first approved in writing by an A Shareholder Majority; and
- (b) if the Transfer Notice contained a Total Transfer Condition, the Seller shall not be entitled, save with the written consent of an A Shareholder Majority and the Board, to sell only some of the Sale Shares under this article 26.14.

26.15 If a Seller fails for any reason (including death) to transfer any Sale Shares when required pursuant to these Articles, the Board may authorise any director of the Company (who shall be deemed to be irrevocably appointed as the attorney of the Seller for the purpose) to execute each necessary transfer of such Sale Shares and deliver it on the Seller's behalf. The Company may receive the purchase money for such Sale Shares from the Buyer and shall upon receipt (subject, if necessary, to the transfer being duly stamped) register the Buyer as the holder of such Sale Shares. The Company shall hold such purchase money in a separate bank account on trust for the Seller but shall not be bound to earn or pay interest on any money so held. The Company's receipt for such purchase money shall be a good discharge to the Buyer who shall not be bound to see to the application of it, and after the name of the Buyer has been entered in the register of members in purported exercise of the power conferred by this article 26 the validity of the proceedings shall not be questioned by any person.

27 Permitted transfers

27.1 Save where a Transfer Notice has been served or deemed served in respect of the relevant Shares pursuant to these Articles, the following transfers are Permitted Transfers for the purpose of these Articles:

- (a) any transfer by a Shareholder with the prior written consent of an A Shareholder Majority;
- (b) any transfer by a Shareholder to any other person who is an existing Shareholder;
- (c) any transfer by a Shareholder to a Family Member;
- (d) any transfer by the personal representatives of a deceased Shareholder to any Family Member;
- (e) any transfer by a Shareholder or the personal representatives of a deceased Shareholder to the trustees of a Family Trust;
- (f) any transfer by the trustees of a Family Trust to a beneficiary of that trust or to the settlor of that Family Trust;
- (g) any transfer by a Shareholder or the personal representatives of a deceased Shareholder to the trustees of a Will Trust (and for the avoidance of doubt any subsequent transfer by the trustees of a Will Trust must comply with the provisions of this article 27); or

- (h) where a Share is held by the trustees of a Will Trust and the widow, widower or surviving civil partner who had a life interest in such Share dies, any transfer by the trustees of that Will Trust to a Family Member and/or Family Trust.
- 27.2 A transfer of Shares may only be made to a Family Trust and/or Will Trust if the Board are satisfied:
- (a) with the terms of the trust instrument and, in particular, with the powers of the trustees;
 - (b) with the identity of the trustees and/or proposed trustees; and
 - (c) that no costs (including any liability to tax) incurred in connection with the setting up or administration of that Family Trust and/or the Will Trust are to be paid by the Company.
- 27.3 Subject to article 27.1, any Shareholder holding Shares as a result of a Permitted Transfer made by a Shareholder in accordance with this article 27 may, at any time, transfer his Shares back to that Shareholder or to another Permitted Transferee of such Shareholder without being required to follow the steps set out in article 26 (Pre-emption rights on the transfer of shares).
- 27.4 Where Shares have been transferred under article 27.1 to the trustees of a Family Trust and/or a Will Trust, the relevant shares may only on a change of trustee be transferred to the trustees for the time being of the trusts concerned where the Board are satisfied with the identity of any new trustee.
- 27.5 On the death or bankruptcy of a Family Member (other than a joint holder), his personal representatives or trustee in bankruptcy (as the case may be) shall offer the Shares held by the Family Member to Jeremy Kevin Roberts or, if so directed by an A Shareholder Majority, to a Family Member, within 15 Business Days after the grant of probate or the making of the bankruptcy order (as the case may be), for such consideration as may be agreed between Jeremy Kevin Roberts and the personal representatives or trustee in bankruptcy (as the case may be), and if a transfer of the Shares has not been executed and delivered within 15 Business Days of the grant of probate or the making of the bankruptcy order (as the case may be), the personal representatives or trustee in bankruptcy shall be deemed to have given a Transfer Notice in respect of the Shares in accordance with article 26 (Pre-emption rights on the transfer of shares).
- 27.6 On the bankruptcy of Jane Roberts, her trustee in bankruptcy shall offer the Shares held by her to Jeremy Kevin Roberts or, if so directed by an A Shareholder Majority, to a Family Member, within 15 Business Days after the making of the bankruptcy order, for such consideration as may be agreed between Jeremy Kevin Roberts and the trustee in bankruptcy, and if a transfer of the Shares has not been executed and delivered within 15 Business Days of the making of the bankruptcy order, the trustee in bankruptcy shall be deemed to have given a Transfer Notice in respect of the Shares in accordance with article 26 (Pre-emption rights on the transfer of shares).
- 27.7 On the bankruptcy of Jeremy Kevin Roberts, his trustee in bankruptcy shall be deemed to have given a Transfer Notice in respect of his Shares in accordance with article 26 (Pre-emption rights on the transfer of shares).
- 27.8 On the death of Jeremy Kevin Roberts or Jane Roberts, the deceased Shareholder's Shares will pass to the persons legally or beneficially entitled to a Share under that deceased

Shareholder's will (or rules of intestacy), provided that if the persons so entitled are not Permitted Transferees, a Transfer Notice will be deemed to have been served, as contemplated by article 28.1(k).

- 27.9 If a Permitted Transfer has been made to the trustees of a Family Trust and/or Will Trust, the trustees of that Family Trust and/or Will Trust shall within 15 Business Days of that Family Trust and/or Will Trust ceasing to be for the benefit of the Settlor and/or the Settlor's Family Members execute and deliver to the Company a transfer of the Shares held by them or the Family Trust and/or Will Trust to the Shareholder or, if so directed by the Shareholder, to a Permitted Transferee of the Shareholder, for such consideration as may be agreed between them, failing which the trustees shall be deemed to have given a Transfer Notice in respect of the Shares in accordance with article 26 (Pre-emption rights on the transfer of shares) and article 28.2.

28 Compulsory transfers

- 28.1 Subject to article 27, a Shareholder is deemed to have served a Transfer Notice under article 26 immediately before any of the following events:

- (a) a petition being presented, or an order being made, for the Shareholder's bankruptcy;
- (b) an application to the court being made under section 253 of the Insolvency Act 1986 where the Shareholder intends to make a proposal to his creditors for a voluntary arrangement;
- (c) the Shareholder making an individual voluntary arrangement with his creditors on agreed terms under section 263A of the Insolvency Act 1986;
- (d) 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;
- (e) the Shareholder being unable to pay his debts as they fall due within the meaning of section 268 of the Insolvency Act 1986
- (f) a receiver being appointed over or in relation to, all or any material part of the Shareholder's assets;
- (g) 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;
- (h) the Shareholder lacking capacity (under section 2 of the Mental Capacity Act 2005) to make decisions in relation to the Company or his shareholding;
- (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 other Shareholder requiring such remedy;
- (j) a trustee is appointed to a Family Trust or Will Trust without the prior approval of the Board;
- (k) a Shareholder dies and the persons legally or beneficially entitled to a Share under that deceased Shareholder's will (or rules of intestacy) to such Share is not a Permitted Transferee;

- (l) - where a share is held by the trustees of a Will Trust and the widow, widower or surviving civil partner who had a life interest in such Share dies, and the trustees have not transferred such Share to a Family Member or a Family Trust within 12 months of the date of death of the widow, widower or surviving civil partner; or
 - (m) a Shareholder or a person entitled to a Share separates from a spouse or civil partner in circumstances which the Board determines are likely to be permanent.
- 28.2 If a Share remains registered in the name of a deceased Shareholder for longer than 12 months after the date of his death (the **Remaining Shares**) the Board may give written notice to the personal representatives of the deceased Shareholder requiring them, before the expiry of 21 days beginning with the date of receipt of the notice, to deal with the Remaining Shares in one or a combination of the following ways:
- (a) to effect a Permitted Transfer of such Remaining Shares (including for this purpose an election to be registered in respect of the Permitted Transfer); or
 - (b) to show to the satisfaction of the Board that a Permitted Transfer will be elected before or promptly upon the completion of the administration of the estate of the deceased Shareholder.
- 28.3 If the personal representatives fail to comply with the notice to the satisfaction of the Board, a Transfer Notice shall be deemed to have been given at the expiration of the 21-day period referred to in article 28.2 in relation to the remaining Shares (including any Remaining Shares referred to in article 28.2(a) or article 28.2(b)) save to the extent that, the Board may otherwise determine.
- 28.4 A Deemed Transfer Notice has the same effect as a Transfer Notice under article 26, except that the Deemed Transfer Notice takes effect on the basis that:
- (a) it does not identify a proposed buyer or state a price for the Sale Shares;
 - (b) the price for the Sale Shares shall be agreed between the Seller and the Board or, in default of agreement within 15 Business Days after the deemed receipt of a Deemed Transfer Notice, the Market Value;
 - (c) it shall be deemed not to contain a Total Transfer Condition and shall be irrevocable;
 - (d) the Seller may retain any Sale Shares for which buyers are not found but may not sell them under article 26.14, and the Seller shall not be entitled to receive notice of or attend at, and shall have no voting rights at, general meetings of the Company or to receive or to have any voting rights in respect of, any written resolutions of the Company in respect of the Sale Shares on and from the date of the relevant Deemed Transfer Notice until the entry in the register of members of the Company of another person as the holder of those Sale Shares; and
 - (e) article 26.4 shall apply.

29 Prohibited transfers

Notwithstanding any other provision of these Articles, no transfer of legal title to any Share shall be made or registered if it is to any minor, undischarged bankrupt or person of unsound mind.

30 . Indemnity and insurance

30.1 Subject to article 30.2, 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 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
- (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 30.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

30.2 This article 30 does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

30.3 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.

30.4 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 of the Company.