FILE COPY

CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY

Company Number **13941987**

The Registrar of Companies for England and Wales, hereby certifies that

GG-685-830 LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **25th February 2022**

N13941987T

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

Companies House

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: **25/02/2022** *XAYLJ61D*

Company Name in full:	**GG-685-830 LIMITED**
Company Type:	**Private company limited by shares**
Situation of Registered Office:	**England and Wales**
Proposed Registered Office Address:	**1 LYRIC SQUARE** **LONDON** **ENGLAND W6 0NB**
Sic Codes:	**68209**

I wish to partially adopt the following model articles: **Private (Ltd by Shares)**

Proposed Officers

Company Secretary 1

Type:	**Corporate**
Name:	**GETGROUND SECRETARY LIMITED**
Principal / Business Address:	**1 LYRIC SQUARE** **LONDON** **ENGLAND W6 0NB**

UK Limited Company

Registration Number: **12024804**

The subscribers confirm that the corporate body named has consented to act as a secretary.

Company Director 1

Type:	**Person**
Full Forename(s):	**NATALIE ANN**
Surname:	**WILLIAMS**
Service Address:	**1 LYRIC SQUARE** **LONDON** **ENGLAND W6 0NB**
Country/State Usually Resident:	**UNITED KINGDOM**

Date of Birth: ****/04/1983** *Nationality:* **BRITISH**

Occupation: **MARKETING**

The subscribers confirm that the person named has consented to act as a director.

Statement of Capital (Share Capital)

Class of Shares:	**ORDINARY**	*Number allotted*	**100**
Currency:	**GBP**	*Aggregate nominal value:*	**100**

Prescribed particulars

EACH SHARE HAS FULL RIGHTS IN THE COMPANY WITH RESPECT TO VOTING, DIVIDENDS AND DISTRIBUTIONS.

Statement of Capital (Totals)

Currency:	**GBP**	*Total number of shares:*	**100**
		Total aggregate nominal value:	**100**
		Total aggregate unpaid:	**0**

Initial Shareholdings

Name: **NATALIE ANN WILLIAMS**

Address **1 LYRIC SQUARE**
LONDON
ENGLAND
W6 0NB

Class of Shares:	**ORDINARY**
Number of shares:	**100**
Currency:	**GBP**
Nominal value of each share:	**1**
Amount unpaid:	**0**
Amount paid:	**1**

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Individual Person with Significant Control details

Names: **NATALIE ANN WILLIAMS**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/04/1983** *Nationality:* **BRITISH**

Service Address:

1 LYRIC SQUARE
LONDON
ENGLAND
W6 0NB

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

Nature of control	**The person holds, directly or indirectly, 75% or more of the shares in the company.**
Nature of control	**The person holds, directly or indirectly, 75% or more of the voting rights in the company.**
Nature of control	**The person has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.**

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

memorandum delivered by an agent for the subscriber(s): **YES**

Agent's Name: **GETGROUND INCORPORATION LIMITED**

Agent's Address: **1 LYRIC SQUARE**
LONDON
ENGLAND
W6 0NB

Authorisation

Authoriser Designation: **agent** *Authenticated* **YES**

Agent's Name: **GETGROUND INCORPORATION LIMITED**

Agent's Address: **1 LYRIC SQUARE**
LONDON
ENGLAND
W6 0NB

End of Electronically filed document for Company Number: **13941987**

COMPANY HAVING A SHARE CAPITAL

Memorandum of Association of

GG-685-830 LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share.

Name of each subscriber	Authentication
NATALIE ANN WILLIAMS	Authenticated Electronically

Dated: 25/02/2022

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

GG-685-830 Limited (the "Company")

1. DEFINITIONS AND INTERPRETATION

The definitions and interpretation provisions set out in Article 11 apply in these Articles.

2. MODEL ARTICLES

The Model Articles apply to the Company, except to the extent they are modified or excluded by or are inconsistent with these Articles.

3. SHARE CAPITAL

3.1 **One class of shares.** The Company has one class of shares only, namely ordinary shares of £1 each.

3.2 **Issue of new shares:** The directors are generally and unconditionally authorised, for the purposes of section 551 of the Act, to allot shares in the Company, and to grant rights to subscribe for or convert any security into shares in the Company. These authorities are not subject to any maximum number of shares which may be issued, over which rights may be granted. This authority may at any time, subject to section 551 of the Act, be renewed, revoked or varied by an ordinary resolution of the Company.

3.3 **Disapplication of statutory pre-emption rights:** The statutory pre-emption rights contained in sections 561 and 562 of the Act shall not apply to an issue of equity securities (as defined in section 560(1) of the Act) made by the directors.

3.4 **Lien over shares:** Subject to Article 3.5, the Company shall have a first and paramount lien on every share, whether or not a fully paid share, for all moneys, whether presently payable or not, payable or otherwise owing by the holder of such share or any Associate of such holder, to the Company or any other member of the Group. The directors may, at any time, declare any share to be wholly or in part exempt from the provisions of this Article 3.4. The Company's lien on a share shall extend generally as described above as well as to any amount payable in respect of it.

3.5 **Security**: The Company shall have no lien on any share that has been charged to a Secured Institution by a member by way of security, provided the granting of such security was done with the prior written consent of GetGround in accordance with the Shareholders' Agreement and Terms and Conditions.

3.6 **Purchase of own shares:** The Company may make a purchase of its own shares with cash under section 692(1)(b) of the Act.

3.7 **Surrendering of shares:** A shareholder may surrender any share in lieu of forfeiture where the share is nil paid or partly paid and has not yet been called but which the shareholder notifies the directors that he does not wish to pay up. Such share may be offered for surrender by the shareholder on terms that the Company waives all moneys payable in respect of such share and all interest on such moneys and the directors may accept the surrender on those terms but will not be obliged to do so.

4. RESTRICTIONS ON DISPOSING OF SHARES OR INTERESTS IN THEM

4.1 **General restriction.** A shareholder must not sell, transfer or dispose of the legal title in any of his shares, or any interest in them, or create or permit to exist any charge, lien or encumbrance over any of his shares or any interest in them, or agree to do any of the above whether conditionally or unconditionally. This

is subject to the exceptions set out in Article 4.2.

4.2 **Exceptions to general restriction:** The exceptions to the general restriction in Article 4.1 are:

4.2.1 a transfer which is permitted by Article 6 (permitted transfers of shares); or

4.2.2 a sale of shares to the Company itself pursuant to and in accordance with sections 690 to 724 (inclusive) of the Act.

4.3 **Obligation to transfer shares:** An obligation to transfer any share pursuant to any provision of these Articles is an obligation to transfer the title to such share free from all charges, liens and encumbrances and other third party rights and together with all rights, title and interest in such share in existence at the date of transfer and which may arise afterwards. A shareholder must not do anything which would be inconsistent with or which would prevent the shareholder from complying with this obligation.

4.4 **Directors' right to refuse to register transfers:** The directors may refuse to register the transfer of any share:

4.4.1 in accordance with the discretions vested in them pursuant to Article 63 of the Model Articles;

4.4.2 to a person who is, or whom the directors reasonably believe to be, under 18 years of age or who does not have (or whom the directors reasonably believe does not have) free legal capacity to dispose of any share without restriction or court approval;

4.4.3 if the transferor fails to comply with any information request under Article 4. in connection with the transfer; or

4.4.4 if they have reasonable grounds for believing that such share will or may be transferred to or become beneficially owned by a person, or an Associate of a person, carrying on business in competition with any business at the relevant time being carried on by a member of the Group.

Any right to transfer a share under these Articles shall be subject to the provisions of this Article 4.4.

4.5 **Registration of share transfers:** Except as provided for in Article 4.4 or as required by law, the directors must register the transfer of a share which is required or permitted by any provision of these Articles.

4.6 **Registration of share transfers where security has been granted:** Notwithstanding anything to the contrary contained in these Articles, the directors shall not decline to register the transfer of a share (whether or not it is a fully paid share):

4.6.1 to any bank, financial institution or other person in whose favour any such share has been charged or assigned by a member by way of security (or to any nominee of, or to any person acting as agent or security trustee for, any such bank, financial institution or other person (a "**Secured Institution**"); or

4.6.2 delivered to the Company for registration by a Secured Institution in order to perfect its security over any such share; or

4.6.3 executed by a Secured Institution pursuant to a power of sale or other powers conferred by or pursuant to such security or by law,

and may not suspend the registration of any such transfer and, furthermore, notwithstanding anything to the contrary contained in these Articles, no transferor, or proposed transferor, of any such share to a Secured Institution, and no Secured Institution, shall (in respect of any transfer referred to above) be required to offer any such share to the members for the time being of the Company or any of them and no such member shall have any right under the Articles or otherwise howsoever to require any such share to be transferred to that member whether for any valuable consideration or otherwise.

4.7 **Provision of information:** The directors may from time to time require any shareholder to provide to the Company such information and evidence as the directors may reasonably think fit regarding any matter which they may deem relevant in order to ensure compliance with any provision of these Articles in connection with a transfer or proposed transfer of a share or interest in a share.

5. DISENFRANCHISEMENT

5.1 **Breach of Article 4.** If a shareholder commits any breach of Article 4 or is (a) convicted of a criminal offence or (b) subject to any sanction or freezing order, the shares registered in his name will not carry any rights whatever (whether as to voting, dividend or otherwise) until the breach is remedied or the shares are

transferred without a breach of Article 4. While a share is disenfranchised under this Article 5 , it will not be treated as an issued share. The Company shall, as its discretion be offered to purchase any shares subject to Article 4 for £1 and the relevant shareholder hereby agrees to execute all documentation required to implement the same (failing which any director shall stand authorised to sign any such document).

6. PERMITTED TRANSFER OF SHARES

6.1 A shareholder will be permitted to transfer shares provided such transfer is carried out in accordance with the Shareholders' Agreement and Terms and Conditions.

6.2 **Restrictions on Permitted Transfers.** Any transfer of a share which would otherwise be permitted by this Article 6 is subject to the restrictions set out in Article 4.4 (directors' right to refuse to register transfers).

7. RECORD DATES AND COUPONS

7.1 The shareholder(s) may fix any date (the **"record date"**) as the date at the close of business (or such other time as the shareholder(s) may decide) on which persons registered as the holders of shares or other securities shall be entitled to receipt of any dividend, Coupon, distribution, interest, allotment, issue, notice, information, document or circular. A record date may be on or at any time before any date on which such item is paid, made, given or served or (in the case of any dividend, Coupon, distribution, interest, allotment or issue) after any date on which such item is recommended, resolved, declared or announced.

7.2 Notwithstanding any other provision of these Articles but without prejudice to the rights attached to any shares and subject to the Act, if the Company or the directors wish to declare a dividend then they must first notify GetGround in writing of such.

8. DIRECTORS

8.1 **No retirement by rotation.** The directors will not be required to retire by rotation. Article 21 of the Model Articles shall not apply and all other references in the Model Articles to retirement by rotation shall be disregarded.

8.2 **Removal by shareholders.** A director may be removed from office subject to the terms of the Shareholders' Agreement.

8.3 **Appointment by shareholders.** A person may be appointed as a director in the manner that is described in the Shareholders' Agreement and will be deemed a **"Landlord Director"**.

8.4 **Maximum number of directors:** The maximum number of directors shall be two.

8.5 **Quorum for directors' meetings.** A meeting of the board of directors shall not be quorate unless two Landlord Directors are present, unless there is only one Landlord Director in which case the quorum is one.

9. DIRECTORS' CONFLICTS OF INTEREST

9.1 **Authorising situational conflicts of interest.** The directors may authorise, to the fullest extent permitted by law, any matter which would otherwise result in a director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties). The directors may do so subject to such terms and conditions, if any, as they may think fit from time to time to impose and subject always to their right to vary or terminate such authorisation.

9.2 **Conditions for the authorisation to be effective.** However, the authorisation referred to in Article 9.1 is only effective if:

9.2.1 any requirement as to the quorum at the meeting at which the matter is considered is met without counting the director in question or any other interested director; and

9.2.2 the matter was agreed to without their voting or would have been agreed to if their votes had not been counted.

9.3 **Effect of authorisation.** If a matter has been authorised by the directors in accordance with Article 9.1 (an "approved matter") then (subject to such terms and conditions, if any, as the directors may think fit from time to time to impose, and subject always to their right to vary or terminate such authorisation or the provisions set out below), the relevant director:

9.3.1 shall not be required to disclose any confidential information relating to the

approved matter to the Company if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that approved matter;

9.3.2 may be required by the Company to maintain in the strictest confidence any confidential information relating to the approved matter which also relates to the Company;

9.3.3 may be required by the Company not to attend any part of a meeting of the directors at which anything relevant to the approved matter is to be discussed and any related board papers may be withheld from that director;

9.3.4 may absent himself from discussions, whether in meetings of the directors or otherwise, and exclude himself from information, which may be relevant to the approved matter;

9.3.5 shall not, by reason of his office as a director, be accountable to the Company for any benefit which he derives from the approved matter.

9.4 **Interests in other Group companies.** A director may, notwithstanding his office or the existence of an actual or potential conflict between the interests of the Company and those of another member of the Group which would be caught by section 175(1) of the Act, be a director or other officer of, or employed by or otherwise interested in, whether directly or indirectly, any other company in the Group (a "group company interest") and the director in question:

9.4.1 shall be entitled to be counted in the quorum and to attend any meeting or part of a meeting of the directors or a committee of the board of directors at which any matter which is or may be relevant to the group company interest may be discussed, and to vote on any resolution of the directors or a committee of the board of directors relating to such matter or to take any unanimous decision of the directors, and any board or committee papers relating to such matter shall be provided to the director in question at the same time as the other directors;

9.4.2 shall not be obliged to account to the Company for any benefit which he derives from a group company interest;

9.4.3 shall not be obliged to disclose to the Company or use for the benefit of the Company, any confidential information received by him by virtue of his group company interest and otherwise than by virtue of his position as a director, if to do so would result in a breach of a duty or obligation of confidence owed by him to any other company in the Group or third party.

9.5 **Interests in transactions or arrangements with the Company.** The provisions of Articles 9.1 to 9.4 (inclusive) shall not apply to a conflict of interest which arises in relation to an existing or proposed transaction or arrangement with the Company but the following provisions of this Article 9.5 and Article 9.6 shall apply. Any director may be interested in an existing or proposed transaction or arrangement with the Company provided that he complies with the Act.

9.6 **Effect of declaring an interest in a transaction or arrangement with the Company.** Without prejudice to the obligation of each director to declare an interest in accordance with sections 177 and 182 of the Act, a director may vote at a meeting of the board of directors or of a committee of the board of directors on any resolution concerning a matter in which he has an interest, whether direct or indirect, which relates to a transaction or arrangement with the Company, or in relation to which he has a duty. Having so declared any such interest or duty he may have, the director shall be counted in the quorum present when any such resolution is under consideration and if he votes on such resolution his vote shall be counted. He may also retain for his own absolute use and benefit all profits and advantages directly or indirectly accruing to him under or in consequence of such transaction or arrangement. Article 16 of the Model Articles shall not apply.

9.7 **Quorum in the event of conflicts of interest.** If at any meeting of directors there is only one director entitled to vote on the business of the meeting, or any item of business at the meeting, because of a conflict of interest of the other directors, then the quorum for that meeting or that item of business shall be one.

10. TRANSMITTEES

These Articles shall be binding upon and shall apply for the benefit of each transmittee of a shareholder.

11. DEFINITIONS AND INTERPRETATION

11.1 Definitions. The following definitions apply in these Articles:

"Act" means the Companies Act 2006;

"Affiliate" means, in relation to any person:

(a) any other person who directly or indirectly controls, is controlled by or is under common control

with, such person; and

(b) in relation to any person, any other person who is an officer, director or partner of such person;

and for the purposes of this definition "control" shall mean the ability of one or more persons to direct the activities of another or the beneficial ownership by one or more persons of greater than 50 per cent of the voting rights generally exercisable at general or similar meetings of the other;

"Articles" means these articles of association;

"Associate" has the meaning given to it in section 435 of the Insolvency Act 1986;

"Associated Company" means, in relation to a company, any company which is a holding company of that company or a subsidiary of that company or of such holding company;

"Coupon" means any amount of dividend or distribution declared by the directors as being payable";

"GetGround" means Terranova.Network Limited or any of its Affiliates or appointed representatives as the context so requires;

"Group" means the Company and any subsidiary or subsidiaries (if any) of the Company from time to time;

"Model Articles" means the model articles for public companies contained in Schedule 3 of the Companies (Model Articles) Regulations 2008 *(SI 2008/3229)* as amended prior to the date of adoption of these Articles;

"Permitted Transferee" means a person to whom shares have been permitted to be transferred pursuant to Article 6 ;

"Secured Institution" has the meaning in Article 4.6;

"share" means an ordinary share of £ 1 in the Company;

"shareholder" means a registered holder of shares in the Company (and includes joint holders); and

"Shareholders' Agreement" means any agreement, by whatever name called, in effect from time to time between the Company and any shareholders holding shares, that relates in whole or in part to the conduct of the Company's affairs; and

"Terms and Conditions" means the agreement between GetGround and the shareholder setting out the terms on which the shareholder is permitted to invest in the Company.

11.2 **Interpretation.** In these Articles, where the context admits and unless specified to the contrary:

11.2.1 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;

11.2.2 a reference to an "Article" is a reference to the relevant article of these Articles unless expressly provided otherwise;

11.2.3 words and expressions defined in any part of these Articles have the same meanings throughout these Articles;

11.2.4 a reference to the issue of a share includes the allotment of a share;

11.2.5 use of the singular is deemed to include the plural, use of any gender is deemed to include every gender and any reference to a person is deemed to include a corporation a partnership and other body or entity; and (in each case) vice versa;

11.2.6 references to the "directors" means, unless the context otherwise requires, the directors of the Company acting as a board or the directors of the Company present or deemed to be present at a duly convened board meeting at which a quorum is present;

11.2.7 a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of (i) any subordinate legislation from time to time made under it and (ii) any amendment or re-enactment, and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts;

11.2.8 in relation to any shareholder, references to any English legal term for any action, remedy,

method of judicial proceeding, insolvency proceeding, event of incapacity, legal status, court, governmental or administrative authority or agency official or any legal concept, practice or principle or thing shall in respect of any jurisdiction other than England where that shareholder is domiciled, resident incorporated or carries on business be deemed to include what most approximates in that jurisdiction to the English legal term concerned; and

11.2.9 the headings shall not affect the interpretation of these Articles.