

BRUNEL SECURITY LIMITED

Dear member .

This notice explains how the attached written resolution will be passed.

How to agree to the resolution:

The written resolutions must be agreed to by members representing 75% of the total voting rights because they are special resolution.

Please note that once you have signified your agreement to the written resolution you may not later change your mind and revoke your consent.

The resolution is passed on the date that the company receives from the required majority of eligible members their agreement to the passing of the resolution.

Time period for passing the resolution:

Your agreement to the resolution must be received by the company no later than [5 OCTOBER 2020].

If your agreement to the resolution is received by the company after this date it will be ineffective.

Unless you provide consent by email, as set out above, you should return the signed resolution to the company by this date by post.

Dated: 14.9. 2020


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Director



Company Number: 08203597

The Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

BRUNEL SECURITY LIMITED

Adopted by special resolution passed on **14 - 9 - 2020**

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

BRUNEL SECURITY LIMITED

(Adopted by special resolution on

2020)

1. PRELIMINARY

- 1.1 The model articles of association for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008 No. 3229) (the "Model Articles") shall apply to the Company save in so far as they are excluded or modified hereby and such Model Articles and the articles set out below shall be the Articles of Association of the Company (the "Articles").
- 1.2 In these Articles, any reference to a provision of the Companies Act 2006 shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- 1.3 Model Articles 7(2), 9(2), 14, 19(5), 21, 24, 26(5), 28(3), 36(4) and 44(4) do not apply to the Company.
- 1.4 The headings used in these Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of these Articles.
- 1.5 In these Articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa, references to one gender include all genders and references to persons include bodies corporate and unincorporated associations.

2. DEFINED TERMS

- 2.1 Model Article 1 shall be varied by the inclusion of the following definitions:-

"the Act" means the Companies Act 2006;

"appointor" has the meaning given in Article 7.1;

"call" has the meaning given in Article 10.1;

"call notice" has the meaning given in Article 10.1;

"call payment date" has the meaning given in Article 10.4;

"Called Shareholder" has the meaning given in Article 24.1;

"Called Shares" has the meaning given in Article 24.1;

"Completion Date" has the meaning given in Article 24.5;

"Drag Along Notice" has the meaning given in Article 24.2;

"Drag Along Option" has the meaning given in Article 24.1;

"forfeiture notice" has the meaning given in Article 10.4;

"independent valuer" means an independent valuer experienced in the valuation of private companies agreed between the respective parties or, failing such agreement, within 21 days of written notice given by one party to the other of that party's intention to appoint a valuer, nominated at the request of either of the relevant parties by the President for the time being of the Institute of Chartered Accountants in England and Wales

"lien enforcement notice" has the meaning given in Article 9.4;

"A1 shares" has the meaning given in Article 8.1;

"A2 shares" has the meaning given in Article 8.1;

"B shares" has the meaning given in Article 8.1;

"option" means the option referred to in Article 23.4

"option event" means an event giving rise to an option as referred to in Article 23.3

"option event date" means the date on which the option event occurred or, if later, the date on which all the option shareholders were notified of the occurrence of the option event pursuant to Article 23.3

"option price" means the purchase price for the option shares as referred to in Article 23.6

"option shareholders" means those shareholders referred to in Article 23.4 (c) or (d)

"option shares" means Shares subject to the option

"Proposed Buyer" has the meaning given in Article 24.1;

"relevant rate" has the meaning given in Article 11.4;

"secretary" means the secretary of the Company, if any, appointed in accordance with Article 6.1 or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary; and

"Seller(s)" has the meaning given in Article 24.1;

"working day" means a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Company is registered.

3. PROCEEDINGS OF DIRECTORS

- 3.1 The maximum and minimum number of directors may be determined from time to time by ordinary resolution. Subject to and in default of any such determination there shall be no maximum number of directors and the minimum number of directors shall be one. Whenever the minimum number of directors is one, the general rule about decision-making by the directors does not apply, and the sole director may take decisions without regard to any of the provisions of the Articles (including Model Article 11(2)) relating to directors' decision-making.
- 3.2 Subject to Article 3.3, notwithstanding the fact that a proposed decision of the directors concerns or relates to any matter in which a director has, or may have, directly or indirectly, any kind of interest whatsoever, that director may participate in the decision-making process for both quorum and voting purposes.
- 3.3 If the directors propose to exercise their power under section 175(4)(b) of the Act to authorise a director's conflict of interest, the director facing the conflict is not to be counted as participating in the decision to authorise the conflict for quorum or voting purposes.
- 3.4 Subject to the provisions of the Act, and provided that (if required to do so by the said Act) he has declared to the directors the nature and extent of any direct or indirect interest of his, a director, notwithstanding his office:-
 - (a) may be a party to or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
 - (b) may be a director or other officer or an employee of, or a party to any transaction or arrangement with, or otherwise interested in, any subsidiary of the Company or body corporate in which the Company is interested; and
 - (c) is not accountable to the Company for any remuneration or other benefits which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no transaction or arrangement is liable to be avoided on the ground of any such remuneration, benefit or interest.

4. UNANIMOUS DECISIONS

- 4.1 Model Article 8(2) shall be amended by the deletion of the words "copies of which have been signed by each eligible director" and the substitution of the following "where each eligible director has signed one or more copies of it" in its place. Model Article 8(2) shall be read accordingly.

5. TERMINATION OF DIRECTOR'S APPOINTMENT

- 5.1 In addition to the events terminating a director's appointment set out in Model Article 18, a person ceases to be a director as soon as that person has for more than six consecutive months been absent without permission of the directors from meetings of directors held during that period and the directors make a decision to vacate that person's office.

6. SECRETARY

- 6.1 The directors may appoint a secretary to the Company for such period, for such remuneration and upon such conditions as they think fit; and any secretary so appointed by the directors may be removed by them.

7. ALTERNATE DIRECTORS

- (a) Any director (the "appointor") may appoint as an alternate any other director, or any other person approved by a decision of the directors, to:-
- (i) exercise that director's powers; and
 - (ii) carry out that director's responsibilities,
- in relation to the taking of decisions by the directors in the absence of the alternate's appointor.
- (b) Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors. The notice must:-
- (i) identify the proposed alternate; and
 - (ii) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of his appointor.
- 7.7 (a) An alternate director has the same rights to participate in any directors' meeting or decision of the directors reached in accordance with Model Article 8, as the alternate's appointor.
- (b) Except as these Articles specify otherwise, alternate directors:-
- (i) are deemed for all purposes to be directors;
 - (ii) are liable for their own acts or omissions;
 - (iii) are subject to the same restrictions as their appointors; and
 - (iv) are not deemed to be agents of or for their appointors.
- (c) A person who is an alternate director but not a director:-
- (i) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating); and
 - (ii) may sign or otherwise signify his agreement in writing to a written resolution in accordance with Model Article 8 (but only if that person's appointor has not signed or otherwise signified his agreement to such written resolution).

- (d) No alternate may be counted as more than one director for such purposes.
- (e) An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the remuneration payable to that alternate's appointor as the appointor may direct by notice in writing made to the Company.
- (f) Model Article 20 is modified by the deletion of each of the references to "directors" and the replacement of each such reference with "directors and/or any alternate directors".

7.8 An alternate director's appointment as an alternate terminates:-

- (a) when his appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor would result in the termination of the appointor's office as director;
- (c) on the death of his appointor; or
- (d) when his appointor's appointment as a director terminates.

8. **ISSUE OF SHARES AND SHARE CLASS RIGHTS**

8.1 The share capital of the Company is divided into A1 Ordinary Shares of £1.00 each ("A1 Shares"), A2 Ordinary Shares of £1.00 each ("A2 Shares"), B1 Ordinary Shares of £1.00 each ("B1 Shares") and B2 Ordinary Shares of £1.00 each ("B2 Shares"). The rights of such shares are set out below:-

(a) **Voting rights**

- (i) The holders of A1 Shares and A2 Shares are entitled to receive notice of and to attend and vote at general meetings.
- (ii) On a poll, every member holding one or more A1 and A2 Shares, who (being an individual) is present in person or proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one vote for each A1 Shares and A2 Share of which he is a holder.
- (iii) The holders of any B1 Shares or B2 Shares shall not be entitled to receive notice of or to attend or vote at any general meeting.

(b) **Dividends**

- (i) The holders of any A1 Shares or A2 Shares shall be entitled to receive a dividend at the Company's discretion, if recommended by the directors.
- (ii) The holders of any B1 Shares or B2 Shares shall be entitled to receive a dividend at the Company's discretion, if recommended by the directors.

Provided that the declaration of a dividend in respect of any one class of Shares shall not entitle the holders of the other classes of Shares to the declaration of a dividend on the other respective classes of Shares

Except as otherwise provided by these Articles or the rights attached to the Shares, all dividends must be declared and paid according to the amounts paid up on the shares on which the dividend is paid and apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.

(c) **Return of capital**

On a return of capital on liquidation or otherwise (except on a redemption or purchase by the Company of any shares), the surplus assets of the Company remaining after the payment of its liabilities shall be applied:

(i) first in paying to each holder of the A1 Shares, A2 Shares, B1 Shares and B2 Shares (pari passu as if the same constituted a single class of share) in respect of each such share of which he is the holder, a sum equal to the amount paid up or credited as paid up on each share; and

(ii) the balance of such surplus assets (if any) shall be distributed as to 80% amongst the holders of the A1 Shares and as to 20% amongst the holders of the A2 Shares.

- 8.2 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 one holder of the relevant class present in person or by proxy or (being a corporation) by a duly authorised representative. For the purpose of this Article, one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting.
- 8.3 Each of the following shall be deemed to constitute a variation of the rights attached to each class of Shares:
- (a) any alteration in the Articles;
 - (b) any reduction, subdivision, consolidation, redenomination, purchase or redemption by the Company of its own shares or other alteration in the share capital of the Company or any of the rights attaching to any share capital; and
 - (c) any resolution to put the Company into liquidation.
- 8.4 Shares may be issued as nil, partly or fully paid.
- 8.5 In accordance with section 551 of the Companies Act 2006 (2006 Act), the directors are, subject to Article 8.6, generally and unconditionally authorised to allot any class of share in the Company without limit provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the fifth anniversary of the date of adoption of these Articles and the directors may after that period allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 551) be renewed, revoked or varied by Ordinary Resolution of the Company in general meeting.
- 8.6 All shares of a particular class which the directors propose to issue shall first be offered to the members holding shares of that class in proportion as nearly as may be to the number of the existing shares of that class held by them respectively unless the Company in general meeting shall by special resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than 14 days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in like

terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions or any shares of a particular class which are to be issued in circumstances where no shares of that class have yet been issued, and any shares released from the provisions of this Article by any such special resolution as aforesaid shall be under the control of the directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the members. The foregoing provisions of this Article 8.7 shall have effect subject to section 551 of the Act, and to Article 8.5.

8.7 In accordance with section 567 of the Act sections 561 and 562 of the Act shall not apply to the Company.

8.8 Without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution.

8.9 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such Shares.

8.10 Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act.

9. LIEN

9.1 The Company has a first and paramount lien on all shares (whether or not such shares are fully paid) standing registered in the name of any person indebted or under any liability to the Company, whether he is the sole registered holder thereof or is one of two or more joint holders, for all moneys payable by him or his estate to the Company (whether or not such moneys are presently due and payable).

9.2 The Company's lien over shares:-

- (a) takes priority over any third party's interest in such shares; and
- (b) extends to any dividend or other money payable by the Company in respect of such shares and (if the Company's lien is enforced and such shares are sold by the Company) the proceeds of sale of such shares.

9.3 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.

9.4 (a) Subject to the provisions of this Article, if:-

- (i) a notice of the Company's intention to enforce the lien ("lien enforcement notice") has been sent in respect of the shares; and
- (ii) the person to whom the lien enforcement notice was sent has failed to comply with it,

the Company may sell those shares in such manner as the directors decide.

(b) A lien enforcement notice:-

- (i) may only be sent in respect of shares if a sum is payable to the Company by the sole registered holder or one of two or more joint registered holders of such shares and the due date for payment of such sum has passed;
- (ii) must specify the shares concerned;
- (iii) must include a demand for payment of the sum payable within 14 days;

- (iv) must be addressed either to the holder of such shares or to a person entitled to such shares by reason of the holder's death, bankruptcy or otherwise; and
- (v) must state the Company's intention to sell the shares if the notice is not complied with.
- (c) If shares are sold under this Article:-
 - (i) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and
 - (ii) 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.
- (d) 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:-
 - (i) 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
 - (ii) second, in payment 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 a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the company's lien over the shares before the sale for any money payable in respect of the shares after the date of the lien enforcement notice.
- (e) A statutory declaration by a director or the secretary that the declarant is a director or the secretary and that a share has been sold to satisfy the Company's lien on a specified date:-
 - (i) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
 - (ii) subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the share.

10. CALLS ON SHARES AND FORFEITURE

- 10.1 (a) Subject to these Articles and the terms on which shares are allotted, the directors may send a notice (a "call notice") to a member requiring the member to pay the Company a specified sum of money (a "call") which is payable in respect of shares which that member holds at the date when the directors decide to send the call notice.
- (b) A call notice:-
 - (i) may not require a member to pay a call which exceeds the total sum unpaid on that member's shares (whether as to the share's nominal value or any amount payable to the Company by way of premium);
 - (ii) must state when and how any call to which it relates is to be paid; and
 - (iii) may permit or require the call to be paid by instalments.
- (c) A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 14 days have passed since the call notice was sent.
- (d) Before the Company has received any call due under a call notice the directors may:-
 - (i) revoke it wholly or in part; or
 - (ii) specify a later time for payment than is specified in the call notice,

- by a further notice in writing to the member in respect of whose shares the call was made.
- 10.2 (a) Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which the call is required to be paid.
- (b) Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.
- (c) Subject to the terms on which shares are allotted, the directors may, when issuing shares, make arrangements for a difference between the holders in the amounts and times of payment of calls on their shares.
- 10.3 (a) A call notice need not be issued in respect of sums which are specified, in the terms on which a share is allotted, as being payable to the Company in respect of that share (whether in respect of nominal value or premium):-
- (i) on allotment;
- (ii) on the occurrence of a particular event; or
- (iii) on a date fixed by or in accordance with the terms of issue.
- (b) 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.
- 10.4 (a) If a person is liable to pay a call and fails to do so by the call payment date:-
- (i) the directors may send a notice of forfeiture (a "forfeiture notice") to that person; and
- (ii) until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate.
- (b) For the purposes of this Article:-
- (i) the "call payment date" is the date on which 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
- (ii) the "relevant rate" is the rate fixed by the terms on which the share in respect of which the call is due was allotted or, if no such rate was fixed when the share was allotted, five percent per annum.
- (c) The relevant rate must not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.
- (d) The directors may waive any obligation to pay interest on a call wholly or in part.
- 10.5 A forfeiture notice:-
- (a) may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;
- (b) must be sent to the holder of that share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise;
- (c) must require payment of a call and any accrued interest by a date which is not less than 14 days after the date of the forfeiture notice;
- (d) must state how the payment is to be made; and
- (e) must state that if the forfeiture notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.
- 10.6 If a forfeiture notice is not complied with before the date by which payment of the call is required in the forfeiture notice, 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.

- 10.7 (a) Subject to the following provisions of this Article 10.7, the forfeiture of a share extinguishes:-
- (i) all interests in that share, and all claims and demands against the Company in respect of it; and
 - (ii) all other rights and liabilities incidental to the share as between the person in whose name the share is registered and the Company.
- (b) Any share which is forfeited:-
- (i) is deemed to have been forfeited when the directors decide that it is forfeited;
 - (ii) is deemed to be the property of the Company; and
 - (iii) may be sold, re-allotted or otherwise disposed of as the directors think fit.
- (c) If a person's shares have been forfeited:-
- (i) the Company must send that person notice that forfeiture has occurred and record it in the register of members;
 - (ii) that person ceases to be a member in respect of those shares;
 - (iii) that person must surrender the certificate for the shares forfeited to the Company for cancellation;
 - (iv) that person remains liable to the Company for all sums due and payable by that person at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and
 - (v) 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.
- (d) At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on such terms as they think fit.
- 10.8 (a) 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.
- (b) A statutory declaration by a director or the secretary that the declarant is a director or the secretary and that a share has been forfeited on a specified date:-
- (i) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
 - (ii) subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the share.
- (c) 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.
- (d) 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:-
- (i) was, or would have become, payable; and
 - (ii) 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.

- 10.9 (a) A member may surrender any share:-
- (i) in respect of which the directors may issue a forfeiture notice;
 - (ii) which the directors may forfeit; or
 - (iii) which has been forfeited.
- (b) The directors may accept the surrender of any such share.
- (c) The effect of surrender on a share is the same as the effect of forfeiture on that share.
- (d) A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

11. SHARE CERTIFICATES

- 11.1 (a) The Company must issue each member with one or more certificates in respect of the shares which that member holds.
- (b) Except as is otherwise provided in these Articles, all certificates must be issued free of charge.
- (c) No certificate may be issued in respect of shares of more than one class.
- (d) A member may request the Company, in writing, to replace:-
- (i) the member's separate certificates with a consolidated certificate; or
 - (ii) the member's consolidated certificate with two or more separate certificates.
- (e) When the Company complies with a request made by a member under (d) above, it may charge a reasonable fee as the directors decide for doing so.
- 11.2 (a) Every certificate must specify:-
- (i) in respect of how many shares, of what class, it is issued;
 - (ii) the nominal value of those shares;
 - (iii) whether the shares are nil, partly or fully paid; and
 - (iv) any distinguishing numbers assigned to them.
- (b) Certificates must:-
- (i) have affixed to them the Company's common seal; or
 - (ii) be otherwise executed in accordance with the Companies Acts.

12. CONSOLIDATION OF SHARES

- 12.1 (a) This Article applies in circumstances where:-
- (i) there has been a consolidation of shares; and
 - (ii) as a result, members are entitled to fractions of shares.
- (b) The directors may:-
- (i) sell the shares representing the fractions to any person including the Company for the best price reasonably obtainable; and
 - (ii) authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser.
- (c) Where any holder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the directors, that member's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland.
- (d) A person to whom shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions.

- (e) The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale.

13. CAPITALISATION OF PROFITS

- 13.1 A capitalised sum which was appropriated from profits available for distribution may be applied:-
 - (a) in or towards paying up any amounts unpaid on any existing nil or partly paid shares held by the persons entitled; or
 - (b) in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 13.2 Model Article 36(5)(a) is modified by the deletion of the words "paragraphs (3) and (4)" and their replacement with "Model Article 36(3) and Article 14.1".

14. WRITTEN RESOLUTIONS OF MEMBERS

- 14.1 (a) Subject to Article 15.1(b), a written resolution of members passed in accordance with Part 13 of the Act is as valid and effectual as a resolution passed at a general meeting of the Company.
- (b) The following may not be passed as a written resolution and may only be passed at a general meeting:-
 - (i) a resolution under section 168 of the Act for the removal of a director before the expiration of his period of office; and
 - (ii) a resolution under section 510 of the Act for the removal of an auditor before the expiration of his period of office.
- 14.2 (a) Except as otherwise provided by these Articles or the rights attached to the shares, on a written resolution, a member has one vote in respect of each share held by him.
- (b) No member may vote on a written resolution unless all moneys currently due and payable in respect of any shares held by him have been paid.

15. NOTICE OF GENERAL MEETINGS

- 15.1 (a) Every notice convening a general meeting of the Company must comply with the provisions of:-
 - (i) section 311 of the Act as to the provision of information regarding the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting; and
 - (ii) section 325(1) of the Act as to the giving of information to members regarding their right to appoint proxies.
- (b) Every notice of, or other communication relating to, any general meeting which any member is entitled to receive must be sent to each of the directors and to the auditors (if any) for the time being of the Company.

16. QUORUM AT GENERAL MEETINGS

- 16.1 Except as otherwise provided by these Articles or the rights attached to the shares:-
 - (a) If and for so long as the Company has one member only who is entitled to vote on the business to be transacted at a general meeting, that member present at the meeting in person or by one or more proxies or, in the event that the member is a corporation, by one or more corporate representatives, is a quorum.
 - (b) If and for so long as the Company has two or more members entitled to vote on the business to be transacted at a general meeting, two of such members, each

of whom is present at the meeting in person or by one or more proxies or, in the event that any member present is a corporation, by one or more corporate representatives, are a quorum.

- (c) Model Article 41(1) is modified by the addition of a second sentence as follows:-

"If, at the adjourned general meeting, a quorum is not present within half an hour from the time appointed therefor or, alternatively, a quorum ceases to be present, the adjourned meeting shall be dissolved."

17. VOTING AT GENERAL MEETINGS

17.1 Except as otherwise provided by these Articles or by the rights attached to shares:-

- (a) Subject to Article 17.2 below, on a vote on a resolution at a general meeting on a show of hands:-
- (i) each member who, being an individual, is present in person has one vote;
 - (ii) if a member (whether such member is an individual or a corporation) appoints one or more proxies to attend the meeting, all proxies so appointed and in attendance at the meeting have, collectively, one vote; and
 - (iii) if a corporate member appoints one or more persons to represent it at the meeting, each person so appointed and in attendance at the meeting has, subject to section 323(4) of the Act, one vote.
- (b) Subject to Article 17.2 below, on a resolution at a general meeting on a poll, every member (whether present in person, by proxy or authorised representative) has one vote in respect of each share held by him.

17.2 No member may vote at any general meeting or any separate meeting of the holders of any class of shares in the Company, either in person, by proxy or, in the event that the member is a corporation, by corporate representative in respect of shares held by that member unless all moneys currently due and payable by that member in respect of any shares held by that member have been paid.

17.3 (a) Model Article 44(2) is amended by the deletion of the word "or" in Model Article 44(2)(c), the deletion of the "." after the word "resolution" in Model Article 44(2)(d) and its replacement with "; or" and the insertion of a new Model Article 44(2)(e) in the following terms:-

"by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all shares conferring that right".

- (b) A demand for a poll made by a person as proxy for a member is the same as a demand made by the member.

17.4 Polls must be taken at the general meeting at which they are demanded and in such manner as the chairman directs.

18. DELIVERY OF PROXY NOTICES

18.1 Model Article 45(1) is modified, such that a "proxy notice" (as defined in Model Article 45(1)) and any authentication of it demanded by the directors must be received at an address specified by the Company in the proxy notice not less than 48 hours before the time for holding the meeting or adjourned meeting at which the proxy appointed pursuant to the proxy notice proposes to vote; and any proxy notice received at such address less than 48 hours before the time for holding the meeting or adjourned meeting shall be invalid.

19. COMMUNICATIONS

- 19.1 Subject to the provisions of the Act, a document or information may be sent or supplied by the Company to a person by being made available on a website.
- 19.2 (a) A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be sent to him or an address to which notices may be sent by electronic means is entitled to have notices sent to him at that address, but otherwise no such member is entitled to receive any notices from the Company.
- (b) If any share is registered in the name of joint holders, the Company may send notices and all other documents to the joint holder whose name stands first in the register of members in respect of the joint holding and the Company is not required to serve notices or other documents on any of the other joint holders.
- 19.3 (a) If the Company sends or supplies notices or other documents by first class post and the Company proves that such notices or other documents were properly addressed, prepaid and posted, the intended recipient is deemed to have received such notices or other documents 48 hours after posting.
- (b) If the Company sends or supplies notices or other documents by electronic means and the Company proves that such notices or other documents were properly addressed, the intended recipient is deemed to have received such notices or other documents 24 hours after they were sent or supplied.
- (c) If the Company sends or supplies notices or other documents by means of a website, the intended recipient is deemed to have received such notices or other documents when such notices or other documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website.
- (d) For the purposes of this Article 19.3, no account shall be taken of any part of a day that is not a working day.

20. COMPANY SEALS

- 20.1 Model Article 49(1) is modified, such that any common seal of the Company may be used by the authority of the directors or any committee of directors.
- 20.2 Model Article 49(3) is modified by the deletion of all words which follow the "," after the word "document" and their replacement with "the document must also be signed by:-
- (a) one authorised person in the presence of a witness who attests the signature; or
- (b) two authorised persons".

21. TRANSMISSION OF SHARES

- 21.6 Model Article 27 is modified by the addition of new Model Article 27(4) in the following terms:-
- "Nothing in these Articles releases the estate of a deceased member from any liability in respect of a share solely or jointly held by that member."
- 21.7 All the Articles relating to the transfer of shares apply to:-
- (a) any notice in writing given to the Company by a transmittee in accordance with Model Article 28(1); and
- (b) any instrument of transfer executed by a transmittee in accordance with Model Article 28(2),

as if such notice or instrument were an instrument of transfer executed by the person from whom the transmittee derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

22. WINDING UP

If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by law, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he may determine, but no member shall be compelled to accept any assets upon which there is a liability.

23. SHARE TRANSFERS

23.1 No holder of A2 Shares or B2 Shares shall transfer or create or dispose of any legal or beneficial interest (including any security interest) in or over any of his shares except in accordance with the procedure for the transfer of shares contained in these Articles.

23.2 Any holder of A2 Shares or B2 Shares wishing to transfer his shares shall first give the Company and the other members written notice of his intention so to do (which notice shall be an option event for the purposes of the option procedure set out in Article 24) stating the name and address of the proposed transferee (if applicable) and the price per share PROVIDED ALWAYS THAT any such proposed transfer must be of all such member's shares and not part only.

23.3 An option event shall mean:-

(a) the death of a holder of A2 Shares or B2 Shares or the mental or physical incapacity of any holder of A2 Shares or B2 Shares where such incapacity continues for 6 consecutive months or exists for 6 months in any 12 month period;

(b) the bankruptcy of a holder of A2 Shares or B2 Shares or the taking of the benefit of any legislative provisions from time to time in force for the relief of insolvent debtors or the making of any arrangement or composition with creditors;

(c) a holder of A2 Shares or B2 Shares ceasing to be a director or employee of the Company (so that, following such cessation that holder of A2 Shares or B2 Shares is neither a director nor an employee of the Company) for whatever reason;

(d) the attempt by a holder of A2 Shares or B2 Shares to transfer create or dispose of any interest in or over any of his shares in breach of the provisions of Article 23.2;

(e) the service by a holder of A2 Shares or B2 Shares of a written notice pursuant to Article 23.2.

and if any member becomes aware of any option event having occurred in respect of any member (including, for the avoidance of doubt, itself), he shall immediately notify the Company and each other member in writing.

23.4 Upon the occurrence of an option event an option shall arise in accordance with the provisions of Article 26 and in respect of all those shares held by the holder of A2 Shares or B2 Shares
PROVIDED THAT:-

- (a) where the option event occurs in relation to a holder of A2 Shares the option shall also arise in respect of their B2 Shares
 - (b) where the option event occurs in relation to a holder of B2 Shares the option shall also arise in respect of their A2 Shares
 - (c) where the option event occurs in relation to a holder of A2 Shares the option shall arise in favour of the holder of the A1 Shares
 - (d) where the option event occurs in relation to a holder of B2 Shares the option shall arise in favour of the holder of the B1 Shares
- 23.5 Each option shareholder shall be entitled to purchase such proportion of the option shares as the number of shares held by such option shareholder bears to the aggregate number of shares held by all the option shareholders
- 23.6 The option price shall (unless otherwise agreed between the optionholder and the holder of the option shares) be:-
- (a) £1 in respect of each B2 Share
 - (b) where the option arises under Article 23.3(a), (b), (d) or (e), £1 in respect of each A2 Share
 - (c) where the option arises under Article 23.3(c) as a result of voluntary resignation of the holder of the option shares or in circumstances where the holder of the option shares has been dismissed by the Company and that dismissal is determined, by an employment tribunal or at a court of competent jurisdiction from which there is no right to appeal, to be wrongful, unfair or constructive, £1 in respect of each A2 Share
 - (d) where the option arises under Article 23.3(c) in any circumstances other than as set out in Article 23.6 (c) an amount per share as shall be certified to be the fair value of the option shares by an independent valuer. The independent valuer (who shall act as an expert and not as an arbitrator) shall certify the fair value of the option shares as at the date on which the option event occurred on the following assumptions and bases:-
 - (i) valuing the option shares on the basis of an arm's length sale between a willing seller and a willing purchaser;
 - (ii) if the Company is then carrying on business as a going concern on the assumption that it will continue to do so;
 - (iii) having regard to all material relevant circumstances including the circumstances under which the option shall have arisen;
 - (iv) that the option shares are capable of being transferred without restriction;
 - (v) valuing the option shares as a rateable proportion of the total value of all the issued A1 and A2 Shares which value shall not be discounted or enhanced by reference to the number of option shares

The option price shall be a sum equal to the fair value of the option shares determined as aforesaid divided by the number of the option shares

The certificate of the independent valuer (whose fees shall be borne as he shall decide) shall be in writing and shall in the absence of manifest error be final and binding

- 23.7 Within 30 working days of agreement of the option price or the certificate of the independent valuer the directors may (at their discretion but only insofar as in the directors' opinion the cash resources of the Company can conveniently and properly be used for the purpose and also insofar as the Company is so permitted by law and provided that any appropriate clearances have been obtained from HMRC to the effect that any such purchase by the Company would not constitute a "distribution" for tax purposes) take all such steps as may be necessary to procure the Company to purchase at the option price the option shares
- 23.8 If the Company does not take up its rights under Article 23.7 the directors shall within 5 working days of the end of the 30 day period referred to in Article 23.7 notify each option shareholder of his entitlement and the option price. If an option shareholder wishes to purchase all (but not part only) of his entitlement to the option shares he shall within 30 days of such notice from the board give the holder of the option shares appropriate written notice.
- 23.9 Upon receipt by the holder of the option shares of such notification a contract for sale shall be deemed to have been made on such date between the relevant option shareholder and the holder of the option shares upon terms that the option shares the subject of such contract shall be sold with all rights and free of all security interests with the sale and purchase being completed and the option price being paid in full within 30 days.
- 23.10 Upon payment in full of the option price the holder of the option shares shall be bound to execute a transfer of the relevant option shares to the option shareholder and if he shall make default in so doing the Company may receive and give good discharge for the purchase money on behalf of the holder and shall authorise some person (who shall be deemed to be the attorney of the holder of the option shares for that purpose) to execute in favour of the relevant optionholder a transfer of the relevant option shares.
- 23.11 If any option shareholder fails to notify his willingness to purchase its entitlement of option shares in accordance with Article 23.8 or fails to complete the purchase in accordance with Article 23.9, then the holder of the option shares shall immediately give written notice to the option shareholders (except any option shareholder who has failed to notify his willingness to purchase or to complete the purchase) of such failure to give notice or purchase (if applicable) and the number of unsold option shares ("Excess Shares") and, each such option shareholder shall be entitled to give notice that it wishes to purchase all or any of such Excess Shares within seven days of receipt of the said notice from the holder and if any of such option shareholders shall give such notice the provisions of Articles 23.8 and 23.9 above shall apply mutatis mutandis, save that if notices are received from such option shareholders for more than the total number of Excess Shares then the Excess Shares shall be allocated to those option shareholders who have applied for them in proportion (as nearly as possible but without allocating to any such option shareholder more Excess Shares than the maximum number applied for by him) to the number of shares then held by them respectively
- 23.12 If after the application of the above provisions of this Article 23 there are any option shares unsold, the holder shall be entitled to sell all such option shares to any person or persons approved in writing by the option shareholders, such consent not to be unreasonably withheld or delayed.
- 23.13 Model Article 26(1) is modified by the addition of the words "and, if any of the shares is nil or partly paid, the transferee" after the word "transferor".
- 23.14 Notwithstanding any other provision of these Articles, the directors may refuse to register a transfer or, as the case may be, transmission of a share:-

- (a) where the share is not fully paid and the transfer or transmission is to a person of whom they do not approve;
- (b) on which the Company has a lien; or
- (c) if they suspect that the proposed transfer or transmission may be fraudulent.

23.15 Subject to Article 23.14 the directors shall register the transfer of any share made in accordance with these Articles. The directors shall register may refuse to register the transfer of a share made otherwise than in accordance with these Articles, and, if they do so, the instrument of transfer must be returned to the transferee with a notice of refusal giving reasons for such refusal as soon as practicable and in any event within two months after the date on which the instrument of transfer was lodged for registration, unless the directors suspect that the proposed transfer may be fraudulent.

24. DRAG ALONG

24.1 If the holders of the majority of A1 Shares in issue for the time being (“Sellers”) wish to transfer all (but not some only) of their shares to a bona fide purchaser on arm's length terms (“Proposed Buyer”), the Sellers may require all the holders of the A1, B1 and B2 Shares (“Called Shareholders”) to sell and transfer all of their shares (“Called Shares”) to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this Article (“Drag Along Option”). Where this Article 24 applies the provisions of Article 23 shall not apply to the Shares held by Called Shareholders.

24.2 The Sellers may exercise the Drag Along Option by giving written notice to that effect to the Called Shareholder (“Drag Along Notice”) at any time before the transfer of the Sellers’ shares to the Proposed Buyer. The Drag Along Notice shall specify:

- (a) that the Called Shareholders are required to transfer all of their Called Shares pursuant to this Article 24;
- (b) the person to whom the Called Shares are to be transferred;
- (c) the purchase price payable for the Called Shares which shall, for each Called Share, be an amount at least equal to the price per share offered by the Proposed Buyer for the Seller’s A1 Shares; and
- (d) the proposed date of the transfer.

24.3 Once issued, a Drag Along Notice shall be irrevocable.

24.4 No Drag Along Notice shall require the Called Shareholders to agree to any terms except those specifically set out in this Article 24.

24.5 Completion of the sale of the Called Shares shall take place on the date proposed for completion of the sale of the Sellers’ shares (“Completion Date”).

24.6 On or before the Completion Date, the Called Shareholders shall execute and deliver a stock transfer form for the Called Shares, together with the relevant share certificate(s) (or a suitable indemnity for any lost share certificate(s)) to the Company. On the Completion Date, the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts due pursuant to Article 24.2 to the extent that the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholder in trust for the Called Shareholders without any obligation to pay interest.

24.7 To the extent that the Proposed Buyer has not, on the Completion Date, put the Company in funds to pay the purchase price due in respect of the Called Shares, the Called Shareholders shall be entitled to the return of the stock transfer form and share certificate(s) (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this Article 10 in respect of its shares.

- 24.8 If the Called Shareholders do not, on or before the Completion Date, execute and deliver (in accordance with Article 24.6) transfer(s) in respect of all of the Called Shares held by it, the Called Shareholders shall be deemed to have irrevocably appointed any person nominated for the purpose by the Seller to be its agent to execute all necessary transfer(s) on its behalf, against receipt by the Company (on trust for such holder) of the purchase price payable for the Called Shares, and to deliver such transfer(s) to the Proposed Buyer (or as he may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder of the Called Shares, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this Article.