

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

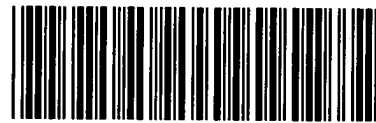
OF

LUV NURSERIES LIMITED

Company No 13867613

20 November 2025

FRIDAY



AEF55HHM

A6

21/11/2025

#134

COMPANIES HOUSE

Signed by:

Chris Twist

2D6BF51C44E3468...

Signed by:

Hannah Twist

2D6BF51C44E3468...

Company number 13867613
THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
LUV NURSERIES LIMITED
(Adopted by special resolution passed on 20/11/2025)

Introduction

1. Interpretation

1.1 The following definitions and rules of interpretation apply in these Articles:

Act: the Companies Act 2006.

appointor: has the meaning given in article 9.1.

Articles: the company's articles of association for the time being in force.

A Shares: the A Ordinary Shares of £1.00 each in the capital of the Company having the rights attaching thereto as set out in these Articles.

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

B Ordinary Shareholder: the shareholder who holds B Shares in the Company at the date of adoption of these Articles.

B Shares: the B Ordinary Shares of £1.00 each in the capital of the Company having the rights attaching thereto as set out in these Articles.

Call Option: an option granted to an Original Shareholder under article 14.4.

Cash Equivalent:

- (a) Where the consideration comprises listed securities, such amount calculated by reference to the average of the middle market prices for such securities at the close of dealings on each of the five dealing days prior to the date of Share Sale;
- (b) Where the consideration comprises loan notes, loan stock or other debt instruments guaranteed by an authorised bank their face value;
- (c) Where the consideration comprises unlisted securities or other instruments not guaranteed by an authorised bank such amount as the Independent Expert considers in their opinion to be the fair current value thereof; and
- (d) Where the consideration comprises future fixed payments, such amount as the Independent Expert considers in their opinion to be the fair current value thereof.

Chair: the Director who shall chair a meeting of the Directors.

Civil Partner: in relation to a shareholder, a civil partner as defined in the Civil Partnership Act 2004.

Completion: the completion of the exercise of a Call Option in accordance with article 14.9.

Initial
CT

Initial
HT

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

Consideration: the sum of £200,000 being the purchase price for the B Shares in respect of which a Call Option is exercised.

Controlling Interest: 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.

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

Directors: the directors of the Company from time to time.

distribution recipient: the meaning given in Article 17.2.

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

Exercise Notice: a written notice given in accordance with Article 14.5.

Fair Value: in relation to shares, as determined in accordance with article [27].

Family Trust: in relation to a shareholder, a trust set up for the benefit of that shareholder and/or that shareholder's Privileged Relations.

First Offer Shareholders: in respect of an offer of

- (a) A Shares, the holders of A shares (if any); and
- (b) B Shares, the holders of A Shares Shares (if any).

Group Company: the Company, any subsidiary or any holding company from time to time of the Company and any subsidiary from time to time of a holding company of the Company from time to time and Group Company shall be construed accordingly.

Independent Expert: the accountants for the time being of the Company or, if they decline the instruction, an independent firm of chartered accountants of repute appointed by the Company.

Listing: the successful application and admission of all or any shares (or securities representing such Shares) to any recognised investment (as defined in section 285 of the Financial Services and Markets Act 2000).

Original Shareholder: a shareholder who holds A Ordinary Shares in the Company on the date of adoption of these Articles.

Permitted Transfer: a transfer of shares in accordance with Article 24.

Permitted Transferee: in relation to a shareholder, any of his Privileged Relations or the trustees of his Family Trusts or a company owned and controlled by the shareholder.

Privileged Relation: the spouse or Civil Partner of a shareholder and the shareholder's children and grandchildren (including step and adopted children and grandchildren).

Sale Proceeds: means the consideration payable (including any deferred and/or contingent consideration) whether in cash or Cash Equivalent to those shareholders selling Shares under a Share Sale after payment of all arrears of dividends (if any) (i); and (any fees and expenses payable by the selling Shareholders under that Share Sale) (ii).

Seller: the meaning given in Article 24.1.

Shares: shares (of any class) in the capital of the Company and Share shall be construed accordingly.

Shareholder: the holder of any class of Shares.

Share Sale: 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 the buyer of those Shares together acquiring a Controlling Interest, except where the identities of the shareholders in the buyer and the proportion of shares of the buyer held by each of them following completion of the sale are the same as the identities of the Shareholders and their respective shareholdings in the Company immediately before the sale.

Transfer Notice: has the meaning given in Article 24.1.

Transfer Price: has the meaning given in Article 24.4.

Valuer: the accountants for the time being of the Company or, if they decline the instruction, an independent firm of accountants jointly appointed by the Company and the Seller in accordance with article 27.

- 1.2 For the purposes of these Articles:
- 1.3 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.4 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.5 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.6 Unless expressly provided otherwise, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.8 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.9 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.10 The Model Articles shall apply to the company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles.
- 1.11 Articles 8, 9(1) and (3), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 18(e), 44(2), 49, 52 and 53 of the Model Articles shall not apply to the company.
- 1.12 Article 7 of the Model Articles shall be amended by:
 - (a) the insertion of the words "for the time being" at the end of article 7(2)(a); and
 - (b) the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".

- 1.13 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur".
- 1.14 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But".
- 1.15 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2) of the Model Articles," after the words "the transmittee's name".
- 1.16 Articles 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Article 31(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the directors decide"

Directors

2. Unanimous decisions

- 2.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 2.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.
- 2.3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

3. Calling a directors' meeting

- 3.1 Any director may call a directors' meeting by giving 2 (two) Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice.

4. Quorum for directors' meetings

- 4.1 Subject to article 4.2, the quorum for the transaction of business at a meeting of directors is any two eligible directors.
- 4.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 5 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.
- 4.3 If:
 - (a) The Company has only one director for the time being; and
 - (b) No provision of the Articles requires it to have more than one directorthe general rule does not apply, and the director may (for long as he remains the sole director) take decisions without regard to any of the provisions of the Articles relation to directors decision making.

5. Directors' conflicts of interest

- 5.1 A director may, and subject to the declaration requirements in this Article 5, vote in respect of any contract or arrangement with the Company in which he is interested, directly or indirectly, and be taken into account for the purposes of a quorum at a meeting at which such contract or arrangement is considered, and retain for his own absolute use and benefit all profits and advantages accruing therefrom.
- 5.2 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which the director derives from or in connection with a relationship which has been authorised by the shareholders in accordance with these Articles (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 5.3 Subject to sections 177(5) and 177(6) of the CA 2006, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of the director's interest to the other directors before the Company enters into the transaction or arrangement in accordance with the CA 2006.
- 5.4 Subject to sections 182(5) and 182(6) of the CA 2006, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of the director's interest to the other directors as soon as is reasonably practicable in accordance with the CA 2006, unless the interest has already been declared.
- 5.5 Subject, where applicable, to any terms, limits or conditions imposed by the shareholders, and provided a director has declared the nature and extent of their interest in accordance with the requirements of the CA 2006, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- (a) may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested;
 - (b) shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which the relevant director is interested;
 - (c) shall be entitled to vote at a meeting of directors (or of a committee of directors) or to participate in any unanimous decision in respect of such transaction or arrangement or proposed transaction or arrangement in which the relevant director is interested;
 - (d) may act by themselves or their firm in a professional capacity for the Company (otherwise than as auditor) and they or their firm shall be entitled to remuneration for professional services as if they were not a director;
 - (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
 - (f) shall not, save as the relevant director may otherwise agree, be accountable to the Company for any benefit which they (or a person connected with them (as defined in section 252 of the CA 2006)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any

such remuneration or other benefit constitute a breach of their duty under section 176 of the CA 2006.

6. Records of decisions to be kept

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

7. Number of directors

Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any maximum but shall not be less than one. A sole director shall have all the powers, duties and discretions conferred on or vested in the directors by these Articles.

8. Appointment of directors

In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.

9. Appointment and removal of alternate directors

9.1 Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

- (a) exercise that director's powers; and
- (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.

9.2 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.

9.3 The notice must:

- (a) identify the proposed alternate; and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

10. Rights and responsibilities of alternate directors

10.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.

10.2 Except as the Articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their appointors; and

- (d) are not deemed to be agents of or for their appointors

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

10.3 A person who is an alternate director but not a director:

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
- (b) may participate in a unanimous decision of the directors (but only if his or her appointor is an eligible director in relation to that decision, but does not participate); and
- (c) shall not be counted as more than one director for the purposes of article 10.3(a) and article 10.3(b).

10.4 A director who is also an alternate director is entitled, in the absence of his or her appointor, to a separate vote on behalf of his or her appointor, in addition to his or her own vote on any decision of the directors (provided that his or her appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

10.5 An alternate director may be paid expenses and may be indemnified by the company to the same extent as his appointor but shall not be entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company.

11. Termination of alternate directorship

An alternate director's appointment as an alternate terminates:

- (a) when the alternate's 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 appointment as a director;
- (c) on the death of the alternate's appointor; or
- (d) when the alternate's appointor's appointment as a director terminates.

12. Secretary

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

Shares

13. Purchase of own shares

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, including (without limitation) out of capital up to any amount in a financial year.

14. Share capital

14.1 The share capital of the Company is divided into the following classes of share:

- (a) A Ordinary Shares of £1 each; and
- (b) B Ordinary Shares of £1 each (collectively **Ordinary Shares**)

14.2 A Ordinary Shares

Voting

- (a) The A Ordinary Shares are voting shares and accordingly the holders of the A Ordinary Shares are entitled to receive notice of, and attend and vote at all general meetings.

Redemption

- (b) The A Ordinary Shares are not redeemable or liable to be redeemed whether at the option of the Company or the holders thereof.

Income

- (c) The holders of the A Ordinary Shares are entitled, as respects dividends, to participate in distributions if and to the extent that, in relation to each class of shares, any such dividend is declared or paid in the shares of that class in accordance with the provisions of these Articles but not further or otherwise.

Capital

- (d) The holders of the A Ordinary Shares are entitled, upon a Share Sale or upon any return of capital (including any distribution on a winding up) to the Sale Proceeds or the amount available for distribution to members (as the case may be).

14.3 B Ordinary Shares

Voting

- (a) The B Ordinary Shares are non-voting shares and accordingly the holders of the B Ordinary Shares are not entitled to receive notice of or attend and vote at any general meetings.

Redemption

- (b) The B Ordinary Shares are not redeemable or liable to be redeemed whether at the option of the Company or the holders thereof.

Income

- (c) The holders of the B Ordinary Shares are entitled, as respects dividends, to participate in distributions if and to the extent that, in relation to each class of shares, any such

dividend is declared or paid in the shares of that class in accordance with the provisions of these Articles but not further or otherwise.

Capital

- (d) The holders of the B Ordinary Shares are entitled, upon a Share Sale or upon any return of capital (including any distribution on a winding up) to the Sale Proceeds or the amount available for distribution to members (as the case may be) subject always to the provisions of Articles 14.4 to 14.10 inclusive.
- 14.4 The B Ordinary Shareholder grants to the Original Shareholder an option (the Call Option) to purchase all of the B shares from the B Ordinary Shareholder on the terms set out in these Articles.
- 14.5 The Call Option may only be exercised in relation to the B Shares on a date which falls after the third anniversary of the adoption of these Articles and the date of exercise of the Call Option is the date on which the Exercise Notice is served on the B Ordinary Shareholders.
- 14.6 The B Shares shall be sold, pursuant to the Call Option, with full title guarantee, free from all liens charges and encumbrances and all dividends or other distributions resolved or declared to be paid or made by the Company in respect of the B Shares after service of an Exercise Notice shall belong to, and be payable to, the Original Shareholder.
- 14.7 The Call Option shall be exercised by the Original Shareholder in respect of all the B Shares and an Exercise Notice shall include the date on which it is given and a signature for and on behalf of an Original Shareholder.
- 14.8 The Consideration payable pursuant to the exercise of the Call Option shall be apportioned equally between the B shares.
- 14.9 Completion shall take place at the registered office of the Company no later than one month after the date of the Exercise Notice and the Consideration shall be paid to the B Ordinary Shareholder, or such representative of the B Ordinary Shareholder as is notified to the Original Shareholder and such party shall be irrevocably authorised to receive such payment and such payment shall constitute a valid discharge to pay the Consideration.
- 14.10 At Completion the B Ordinary Shareholder shall deliver stock transfer forms for the B shares duly completed in favour of the Original Shareholder and if the B Ordinary Shareholder shall fail to comply with this obligation then any director is authorised to execute transfers of the B Shares on behalf of the B Ordinary Shareholder and to execute such other documents as may be necessary to transfer title to the B Shares to the Original Shareholder.
- 14.11 Subject to the provisions of Part 23 CA 2006 and subject to Articles 14.2 and 14.3 and as provided in Articles 15 to 22:
- (a) dividends may be declared and paid in respect of one class of shares to the exclusion of the other class or classes or in respect of all classes of shares;
 - (b) where a dividend is declared in respect of more than one class of shares the Company may by ordinary resolution differentiate between such classes as to the amount or percentage of dividend payable, but in default, the shares in each such class shall be deemed to rank *pari passu* in all respects as if they constituted one class of shares;
 - (c) When paying interim dividends the directors may make payments in respect of one or more classes of shares to the exclusion of the other classes or to all classes of shares.

When making such payments the directors may differentiate between the classes to which payments are being made as to the amount or percentage of dividend payable.

Dividends and other distributions

15. Procedure for declaring dividends

- 15.1 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- 15.2 No dividend may be declared or paid unless it is in accordance with members' respective rights.
- 15.3 Unless the members' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each member's holding of shares on the date of the resolution or decision to declare or pay it.
- 15.4 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- 15.5 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 15.6 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

16. Calculation of dividends

- 16.1 Except as otherwise provided by the Articles or the rights attached to shares, all dividends must be:
 - (a) declared and paid according to the amounts paid up on the shares (excluding any premium) on which the dividend is paid; and
 - (b) 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.
- 16.2 If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly.

17. Payment of dividends and other distributions

- 17.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:
 - (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
 - (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;

- (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
- (d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

17.2 In these Articles, the distribution recipient means, in respect of a share in respect of which a dividend or other sum is payable:

- (a) the holder of the share; or
- (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or
- (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

18. Deductions from distributions in respect of sums owed to the Company

18.1 If:

- (a) a share is subject to the Company's lien; and
- (b) the directors are entitled to issue a lien enforcement notice in respect of it, they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the Company in respect of that share to the extent that they are entitled to require payment under a lien enforcement notice.

18.2 Money so deducted must be used to pay any of the sums payable in respect of that share.

18.3 The Company must notify the distribution recipient in writing of:

- (a) the fact and amount of any such deduction;
- (b) any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction; and
- (c) how the money deducted has been applied.

19. No interest on distributions

19.1 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

- (a) the terms on which the share was issued, or
- (b) the provisions of another agreement between the holder of that share and the Company.

20. Unclaimed distributions

20.1 All dividends or other sums which are:

- (a) payable in respect of shares, and
- (b) unclaimed after having been declared or become payable, may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.

20.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

20.3 If:

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment, and
- (b) the distribution recipient has not claimed it,
- (c) the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company

21. Non-cash distributions

21.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any Company).

21.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

- (a) fixing the value of any assets;
- (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients;
- (c) and vesting any assets in trustees

22. Waiver of distributions

22.1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if:

- (a) the share has more than one holder, or
- (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share

Transfers of Shares

23. Transfers of shares: general

23.1 In these Articles, reference to the transfer of a Share includes the transfer, assignment or other disposal of a beneficial or other interest in that Share, or the creation of a trust or encumbrance over that Share, and reference to a Share includes a beneficial or other interest in a Share.

23.2 No Share shall be transferred, and the Directors shall refuse to register a transfer of any Share, unless it is made in accordance with these Articles. Subject to article 23.4, the Directors shall register any duly stamped transfer made in accordance with these Articles, unless they suspect that the proposed transfer may be fraudulent.

23.3 If a Shareholder transfers (or purports to transfer) a Share other than in accordance with these Articles, they shall be deemed to have immediately served a Transfer Notice in respect of all Shares held by them.

23.4 The Directors may as a condition to the registration of any transfer of Shares, require the transferee to execute and deliver to the Company a deed, in favour of the Company agreeing to be bound by the terms of any shareholders' agreement (or similar document) in force between any of the Shareholders and the Company, 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). If any condition is imposed in accordance with article 23.4, the transfer may not be registered unless and until that deed has been executed and delivered to the Company's registered office by the transferee.

23.5 To enable the Directors to determine whether or not there has been any transfer (or purported transfer) of Shares the Directors may require:

- (a) any holder (or the legal representatives of a deceased holder); or
- (b) any person named as a transferee in a transfer lodged for registration; or
- (c) such other person as the Directors may reasonably believe to have information relevant to that purpose,

to provide the Company with any information and evidence that the Directors think fit regarding any matter which they deem relevant to that purpose.

23.6 If any such information or evidence referred to in this article 23.5 is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or that as a result of the information and evidence provided the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such Shares of that fact in writing and, if the holder fails to remedy that situation to the reasonable satisfaction of the Directors within 7 Business Days of receipt of such written notice, then, unless the Directors determine otherwise:

- (a) the relevant Shares shall cease to confer on the holder of them any rights:
 - (i) to vote (whether on a show of hands, on a poll or otherwise and whether in person, by proxy or otherwise), including in respect of any resolution of any class of Shares;
 - (ii) to receive dividends or other distributions otherwise attaching to those Shares; or
 - (iii) to participate in any future issue of Shares issued in respect of those Shares; and
- (b) the Directors may, by notice in writing to the relevant holder, determine that a Transfer Notice shall be deemed to have been given in respect of some or all of his Shares with effect from the date of service of the notice (or such later date as may be specified in such notice).

The Directors may reinstate the rights referred to in article 23.6(a) at any time and, in any event, such rights shall be reinstated in respect of any Shares transferred pursuant to article 23.6(b) on completion of such transfer.

24. Pre-emption Rights on the Transfer of Shares

24.1 Except where the provisions of article 14, article 25 or article 26Error! Bookmark not defined. apply, a shareholder (**Seller**) wishing to transfer their shares (**Sale Shares**) must give notice in writing (a **Transfer Notice**) to the Company giving details of the proposed transfer including:

- (a) if the Seller wishes to sell the Sale Shares to a third party, the name of the proposed buyer; and

- (b) the price (in cash) at which the Seller wishes to sell the Sale Shares (**Proposed Sale Price**).
- 24.2 A Transfer Notice (or Deemed Transfer Notice) constitutes the Company the agent of the Seller for the sale of the Sale Shares in accordance with the provisions of these Articles.
- 24.3 If an Original Shareholder serves a Transfer Notice under article 24.1 or is deemed to have served a Transfer Notice under article 26, any Permitted Transferee of that Original Shareholder to whom shares have been transferred in accordance with article 25 is also deemed to have served a Transfer Notice in respect of all their shares on the same date as the Original Shareholder's Transfer Notice is served or is deemed to have been served (in the case of a Deemed Transfer Notice).
- 24.4 The Transfer Price for each Sale Share the subject of a Transfer Notice shall, save where expressly provided otherwise in these Articles, be the price per Sale Share (in cash) agreed between the Seller and the Original Shareholder(s) or, in default of agreement within 20 (twenty) Business Days of the date of service of the Transfer Notice, the Fair Value of each Sale Share determined in accordance with article 27. The Transfer Price for each Sale Share of a Permitted Transferee the subject of a Deemed Transfer Notice under article 24.3 shall be the same as the Transfer Price for each Sale Share of the Original Shareholder.
- 24.5 As soon as practicable following the determination of the Transfer Price, the directors shall offer the Sale Shares for sale in the manner set out in the remaining provisions of this article 24 at the Transfer Price. Each offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered.
- 24.6 The directors shall offer the Sale Shares to the First Offer Shareholders (if any) and excluding any shareholder whose shares are, at the date of the Transfer Notice, the subject of a Deemed Transfer Notice.
- 24.7 The directors shall offer the Sale Shares first to the First Offer Shareholders (other than the Seller), inviting them to apply in writing within the period from the date of the offer to the date 20 (twenty) Business Days after the offer (both dates inclusive) (the **First Offer Period**) for the maximum number of Sale Shares they wish to buy.
- 24.8 If
 - (a) at the end of the First Offer Period, the total number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the directors shall allocate the Sale Shares to each First Offer Shareholder who has applied for Sale Shares in the proportion which his existing holding of shares of the class being offered bears to the total number of shares of that class (excluding those held by the Seller). Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Sale Shares being allocated, in which case, the allocation of any such fractional entitlements among the First Offer Shareholders shall be determined by the directors). No allocation shall be made to a shareholder of more than the maximum number of Sale Shares which the shareholder has stated they are willing to buy;
 - (b) not all Sale Shares are allocated following allocations in accordance with article 24.8(a), but there are applications for Sale Shares that have not been satisfied, the directors shall allocate the remaining Sale Shares to such applicants in accordance with the procedure set out in article 24.8(a). The procedure set out in this article

24.8(b) shall apply on any number of consecutive occasions until either all Sale Shares have been allocated or all applications for Sale Shares have been satisfied; and

- (c) at the end of the First Offer Period, the total number of Sale Shares applied for is less than the number of Sale Shares, the directors shall allocate the Sale Shares to the First Offer Shareholders in accordance with their applications. The balance (the **Initial Surplus Shares**) shall be dealt with in accordance with article 24.9.

24.9 If there are any Initial Surplus Shares under article 24.8(c), the holder(s) of a majority of the class of shares held by the First Offer Shareholders shall, within 10 (ten) Business Days of the date of the Allocation Notice(s), either give notice in writing to the Seller and the Company:

- (a) that they consent to the transfer of the Initial Surplus Shares to the buyer identified in the Transfer Notice (if any); or
- (b) that the Company shall be wound up immediately.

24.10 The directors shall, when no further offers or allocations are required to be made under article 24.8(a) to 24.8(c) (inclusive), give notice in writing of the allocations of Sale Shares (an **Allocation Notice**) to the Seller and each shareholder to whom Sale Shares have been allocated (each an **Applicant**). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant and the place and time for completion of the transfer of the Sale Shares (which shall be at least 20 (twenty) Business Days, but not more than 50 (fifty) Business Days, after the date of the Allocation Notice).

24.11 On the date specified for completion in the Allocation Notice, the Seller shall, against payment from an Applicant, execute and deliver a transfer of the Sale Shares allocated to such Applicant, in accordance with any requirements specified in the Allocation Notice, together with the relevant share certificate(s) (or an indemnity in lieu thereof) and such other documents as the Applicant may reasonably require to show good title to the Sale Shares, or to enable the Applicant to be registered as the holder of the Sale Shares.

24.12 If the Seller fails to comply with article 24.11:

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

25. Permitted Transfers

- 25.1 Subject to article 24.2, an Original Shareholder may transfer all of the issued shares of the class held by that Original Shareholder on the date of adoption of these Articles to any of the Original Shareholder's Permitted Transferees without being required to follow the steps set out in article 23 or article 24.
- 25.2 An Original Shareholder may transfer shares to the trustees of a Family Trust if the holders are satisfied:
- (a) with the terms of the Family Trust and, in particular, with the powers of the trustees;
 - (b) with the identity of the trustees; and
 - (c) that no costs (including any liability to tax) incurred in connection with the setting up or administration of that Family Trust are to be paid by the Company.
- 25.3 Subject to article ~~25.2~~, any shareholder holding shares as a result of a Permitted Transfer made by an Original Shareholder in accordance with this article 25 may, at any time, transfer their shares back to that Original Shareholder or to another Permitted Transferee of such Original Shareholder.
- 25.4 If a Permitted Transfer has been made to a Privileged Relation of the Original Shareholder, that Privileged Relation shall within 30 (thirty) Business Days of ceasing to be a Privileged Relation of the Original Shareholder (whether by reason of divorce, dissolution of a civil partnership or otherwise but not by reason of death) execute and deliver to the Company a transfer of the shares held by them to the Original Shareholder for such consideration as may be agreed between them, failing which the relevant Privileged Relation shall be deemed to have given a Transfer Notice in respect of the shares in accordance with article 24.2.
- 25.5 On the death or bankruptcy of a Privileged Relation (other than a joint holder), their personal representatives or trustee in bankruptcy (as the case may be) shall offer the shares held by the Privileged Relation for transfer to the Original Shareholder or, if so directed by the Original Shareholder, to a Permitted Transferee of the Original Shareholder, within 10 (ten) 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 the Original Shareholder and the personal representatives or trustee in bankruptcy (as the case may be). If:
- (a) a transfer of the shares has not been executed and delivered within 20 (twenty) Business Days of the grant of probate or the making of the bankruptcy order (as the case may be); or
 - (b) the Original Shareholder is themselves the subject of a bankruptcy order,
- the personal representatives or trustee in bankruptcy (as the case may be) shall be deemed to have given a Transfer Notice in respect of the shares in accordance with article 24.2.

25.6 If a Permitted Transfer has been made to the trustees of a Family Trust, the trustees of that Family Trust shall within 10 (ten) Business Days of that Family Trust ceasing to be for the benefit of the settlor and/or the settlor's Privileged Relations execute and deliver to the Company a transfer of the shares held by them or the Family Trust to the Original Shareholder or, if so directed by the Original Shareholder, to a Permitted Transferee of the Original 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 24.2.

26. Compulsory Transfers

26.1 Subject to article 25.5, a Shareholder is deemed to have served a Transfer Notice under article 24.1 immediately before any of the following events:

- (a) an order being made for the shareholder's bankruptcy; or
- (b) an arrangement or composition with any of the shareholder's creditors being made; or
- (c) the shareholder convening a meeting of their creditors, or taking any other steps with a view to making an arrangement or composition in satisfaction of their creditors generally; or
- (d) a receiver being appointed over or in relation to, all or any material part of the shareholder's assets; or
- (e) the happening in relation to a shareholder of any event analogous to any of the above in any jurisdiction in which the shareholder is resident, carries on business or has assets; or
- (f) the shareholder lacking capacity (under section 2 of the Mental Capacity Act 2005) to make decisions in relation to the Company or the shareholder's shareholding; or
- (g) a holder of B Shares ceasing to be a registered charity for any reason; or
- (h) a holder of B Shares committing a material or persistent breach of any shareholders' agreement (or similar document) to which the shareholder is a party in relation to the shares in the Company or the operation of the Company which if capable of remedy has not been so remedied within 20 (twenty) Business Days of an Original Shareholder requiring such remedy.

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

- (a) the Deemed Transfer Notice takes effect on the basis that it does not identify a proposed buyer or state a price for the Sale Shares and the Transfer Price for the Sale Shares shall be par in respect of each Sale Share.

26.3 A Deemed Transfer Notice under article 26.1 shall immediately and automatically revoke a Transfer Notice before the occurrence of the relevant event giving rise to the Deemed Transfer Notice under article 26.1.

27. Valuation

- 27.1 If the Seller and the Company fail to agree on a Valuer and their terms of appointment within 10 (ten) Business Days of either the Seller or the Company serving details of a proposed Valuer on the other, then either the Seller or the Company shall be entitled to request the Institute of Chartered Accountants of England and Wales to appoint the Valuer and to agree their terms of appointment on behalf of the Seller and the Company.
- 27.2 The Valuer shall be requested to determine the Fair Value within 20 (twenty) Business Days of their appointment and to notify the Company and the Seller in writing of their determination.
- 27.3 The Fair Value for any Sale Share shall be the price per share determined in writing by the Valuer on the following bases and assumptions:
- (a) valuing each of the Sale Shares as a proportion of the total value of all the issued shares in the capital of the Company without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent or for the rights or restrictions applying to the Sale Shares;
 - (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - (c) the sale is to be on arms' length terms between a willing seller and a willing buyer;
 - (d) the Sale Shares are sold free of all encumbrances;
 - (e) the sale is taking place on the date the Valuer was requested to determine the Fair Value; and
 - (f) to take account of any other factors that the Valuer reasonably believes should be taken into account.
- 27.4 The Seller and the Company are entitled to make submissions to the Valuer including oral submissions and will provide the Valuer with such assistance and documents as the Valuer reasonably requires for the purpose of reaching a decision, subject to the Valuer agreeing to give such confidentiality undertakings as the parties may reasonably require.
- 27.5 To the extent not provided for by this article 27, the Valuer may, in their reasonable discretion, determine such other procedures to assist with the valuation as they consider just or appropriate, including (to the extent they consider necessary) instructing professional advisers to assist them in reaching their valuation.
- 27.6 The Valuer shall act as expert and not as arbitrator and their written determination shall be final and binding on the shareholders in the absence of manifest error or fraud.
- 27.7 The cost of obtaining the Valuer's valuation shall be borne by the Company and the Seller equally or in such other proportions as the Valuer directs.

28. Drag Along

- 28.1 If the Original Shareholders wish to transfer all (but not some only) of their respective shares to a bona fide purchaser on arm's length terms (**Proposed Buyer**), the Original Shareholders may require the holders of B Ordinary Shares in the Company (**Called Shareholders**) to sell and transfer their shares (**Called Shares**) to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this article (**Drag Along Option**).
- 28.2 The Original Shareholders may exercise the Drag Along Option by giving written notice to that effect to the Called Shareholders (**Drag Along Notice**) at any time before the transfer of the Original Shareholders' shares to the Proposed Buyer. The Drag Along Notice shall specify:
- (a) that the relevant Called Shareholder is required to transfer all of their Called Shares pursuant to this article 28;
 - (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 limited to £8,000 per share (and for clarity £8,000 x 25 B shares is £200,000); and
 - (d) the proposed date of the transfer
- 28.3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Original Shareholders have not sold their respective shares to the Proposed Buyer within 20 (twenty) Business Days of serving the Drag Along Notice. The Original Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 28.4 No Drag Along Notice shall require the Called Shareholder to agree to any terms except those specifically set out in this article 28.
- 28.5 Completion of the sale of the Called Shares shall take place on the Completion Date. Completion Date means the date proposed for completion of the sale of the Original Shareholders' shares unless the Original Shareholders and the Called Shareholder agree otherwise in which case the Completion Date shall be the date agreed in writing by them.
- 28.6 Neither the proposed sale of the Original Shareholders' shares to the Proposed Buyer nor the sale of the Called Shares by the Called Shareholders shall be subject to the rights of pre-emption set out in article 24.
- 28.7 On or before the Completion Date, the Called Shareholders shall execute and deliver a stock transfer form(s) for the Called Shares, together with the relevant share certificate(s) (or a suitable indemnity for any lost share certificate(s)) to the Company. On the Completion Date, the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts due pursuant to article 28.2 to the extent that the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders in trust for the Called Shareholders without any obligation to pay interest.
- 28.8 To the extent that the Proposed Buyer has not, on the Completion Date, put the Company in funds to pay the purchase price due in respect of the Called Shares, the Called Shareholders shall be entitled to the return of the stock transfer form(s) and share certificate(s) (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this article 28 in respect of their shares.

- 28.9 If any Called Shareholder does not, on or before the Completion Date, execute and deliver (in accordance with article 28.7) transfer(s) in respect of all of the Called Shares held by them, that Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Original Shareholders to be the Called Shareholder's agent to execute all necessary transfer(s) on the Called Shareholder's 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 it 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 28.9.

Decision making by shareholders

29. Poll votes

- 29.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 29.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

30. Proxies

- 30.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 30.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid [unless the directors, in their discretion, accept the notice at any time before the meeting]" as a new paragraph at the end of that article.

Administrative arrangements

31. Means of communication to be used

- 31.1 Subject to article 31.3, any notice, document or other information shall be deemed received by the intended recipient:
- (a) if delivered by hand at the time the notice, document or other information is left at the address;
 - (b) if sent by pre-paid first class post or other next working day delivery service providing proof of postage, at 9.00 am on the second Business Day after posting;
 - (c) if sent by email or fax, at the time of transmission; or
 - (d) 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.

31.2 If deemed receipt under article 31.1 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this article 26.2, business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt and all references to time are to local time in the place of receipt.

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

32. Indemnity

32.1 Subject to article 32.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) *each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him or her as a relevant officer:*

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

- (b) the company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him or her in connection with any proceedings or application referred to in article 32.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

32.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

32.3 In this article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act).

33. Insurance

33.1 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.

33.2 In this article:

- (a) a "relevant officer" means any director or other officer [or former director or other officer] of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act);
- (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, any associated company or any pension fund or employees' share scheme of the company or associated company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.