



Company No: 00190761

THE COMPANIES ACTS 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

J TOWNEND & SONS (HULL) LIMITED
("the Company")

(Adopted by written resolution passed on 4 April 2024)

1 **PRELIMINARY**

- 1.1 The Regulations contained in the Model Articles apply to the Company except insofar as they are excluded or varied by these Articles and such regulations (except as so excluded or varied) and these Articles will be the regulations of the Company.
- 1.2 In these Articles the expression "the Act" means the Companies Act 2006 but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

2 **INTERPRETATION**

- 2.1 In these Articles unless the context otherwise requires the following expressions have the following meanings:-

A Shares	A ordinary shares of £1 each in the capital of the Company and A Share shall be construed accordingly;
Articles	these articles of association;
B Shares	B ordinary shares of £1 each in the capital of the Company and B Share shall be construed accordingly;
Change of Control	shall mean the acquisition (whether by a purchase, transfer, renunciation or otherwise) by any Third Party, of any interest in any Shares if, upon completion of that acquisition, the Third Party would hold or beneficially own 50% or more of the issued share capital of the Company;

C Shares	C ordinary shares of £1 each in the capital of the Company and C Share shall be construed accordingly;
D Shares	D ordinary shares of £1 each in the capital of the Company and D Share shall be construed accordingly;
E Shares	E ordinary shares of £1 each in the capital of the Company and E Share shall be construed accordingly;
Directors	the directors of the Company from time to time or a quorum of such directors present at a duly convened meeting of the directors (and unless otherwise stated, including their duly appointed alternates) and Director shall mean any one of them;
Family Member	in relation to a Shareholder, any one or more of that Person's spouse, children and/or grandchildren;
Family Trust	in relation to a Shareholder, a trust or settlement set up wholly for the benefit of that Person and/or that Person's Family Members;
Model Articles	the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;
Person	an individual, trust, partnership, unincorporated association or body corporate (wherever incorporated or situate) and includes a reference to that Person's legal or personal representatives or successors;
Relevant Officer	any director or other officer or former director or other officer of the Company or an Associated Company but excluding in each case any person engaged by the Company (or Associated Company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor;
Regulation	an article of the Model Articles;

Share	an A Share, a B Share, a C Share, a D Share or an E Share and Shares shall be construed accordingly;
Shareholders	the holders of Shares from time to time and Shareholder shall be construed accordingly;
Third Party	a bona fide third party purchaser not being an existing Shareholder or an associate (within the meaning of section 435 Insolvency Act 1986) of a Shareholder or a person connected (within the meaning of section 1122 of the Corporation Tax Act 2010) with a Shareholder together, in each case, with any persons acting in concert with him;
Valuer	a firm of chartered accountants appointed by the President of the Institute of Chartered Accountants in England and Wales at the request of the Company following it receiving a valuation request from Shareholders pursuant to Article 7.4.

- 2.2 In these Articles a company is an Associated Company of another company if it is a subsidiary of the other company or both are subsidiaries of the same body corporate.
- 2.3 Save as otherwise provided in these Articles, word and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles but excluding any statutory modification of them not in force on the date when these Articles become binding on the Company.
- 2.4 Regulations 9(1), 11(2) and (3), 13, 14, 17(2), 44(2), 52 and 53 shall not apply to the Company.
- 2.5 In these Articles words importing the singular include the plural and vice versa and words importing one gender includes all genders.

3 SHARE CAPITAL

- 3.1 The share capital of the Company shall comprise A Shares, B Shares, C Shares, D Shares and E Shares.
- 3.2 There shall be no restriction on the number of Shares which the Company can issue and allot.
- 3.3 Save as expressly provided otherwise in these Articles, the A Shares, B Shares, C Shares, D Shares and E Shares shall rank pari passu at all times.
- 3.4 Subject to Article 3.5, the Company may declare dividends of different amounts on any one or more classes of the A Shares, the B Shares, the C Shares, the D Shares

and/or the E Shares and may declare a dividend on one or more classes of the A Shares, the B Shares, the C Shares, the D Shares and/or the E Shares to the exclusion of one or more other classes of Share.

- 3.5 Whenever the capital of the Company is divided into different classes of Share, the special rights attached to any class may be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent in writing of the holders of a majority of the issued Shares of each and every class, but not otherwise.
- 3.6 The liability of the Shareholders is limited to the amount, if any, unpaid on the Shares held by them.

4 PROHIBITED TRANSFERS

Any Person who holds, or becomes entitled to, any Share shall not effect a transfer of such Shares, except a transfer in accordance with Article 5 (Permitted Transfers) or Article 7 (Drag/Tag Along).

5 PERMITTED TRANSFERS

- 5.1 Notwithstanding any other provisions of these Articles:
- 5.1.1 any Shareholder may at any time (including on death) transfer any Share to a Family Member over the age of 18 or to the trustees of a Family Trust;
- 5.1.2 any Shareholder who is a trustee of a Family Trust may at any time transfer any Share to:
- (a) the new or remaining trustees of the Family Trust upon any change of trustees; and
 - (b) any Persons (being a Family Member of a Shareholder or of a former Shareholder who has previously transferred some or all of his Shares in accordance with Article 5.1.1) on their becoming entitled to the same under the terms of the Family Trust;
- 5.1.3 any Shareholder may at any time transfer any Share to any Person with the agreement of all the Shareholders in writing, which agreement may or may not be subject to conditions; and
- 5.1.4 any Shareholder may transfer any Share where the relevant transfer will result in a Change of Control provided always that such transfer is in accordance with Article 7 (Drag/Tag Along).
- 5.2 Where any Person holds Shares as a consequence of any transfer or transfers made pursuant to Articles 5.1.1 and/or 5.1.2 (Family Permitted Transferee) and such Family Permitted Transferee subsequently ceases to be a Family Member of the original transferor of such Shares or subsequently ceases to meet the definition of a Family Trust or such Family Member or the beneficiaries of such Family Trust is/are declared bankrupt that Person and any Person to whom they may have transferred any Shares shall transfer such Shares back to the original transferor of such Shares with

full title guarantee and free of all and any encumbrances at the same price as they were transferred by the original transferor and the holders of such Shares hereby appoint any Director as their agent with full power and authority to execute, complete and deliver in their name and on their behalf transfers of such Shares in favour of the original transferor of the Shares and authorise the Company to receive the purchase price into a separate designated bank account as bare trustee for the relevant transferring Shareholders, without any obligation to pay any interest thereon.

- 5.3 Subject to Article 6 (Compliance), the Directors shall be obliged to register any transfer made in accordance with the provisions of this Article 5.

6 COMPLIANCE

For the purpose of ensuring compliance with the transfer provisions of these Articles, the Company may require any Shareholder wishing to transfer any Shares to procure that:

6.1.1 he; or

6.1.2 any transferee of any proposed transfer; or

6.1.3 such other Person as is reasonably believed to have information and/or evidence relevant to such proposed transfer,

provides to the Company any reasonable information and/or evidence relevant to such proposed transfer and until such information and/or evidence is provided the Company may refuse to register any relevant transfer.

7 DRAG / TAG ALONG

- 7.1 If any one or more Shareholders (together the Selling Shareholders) wish to transfer any interest in any Shares where that transfer would result in a Change of Control:

7.1.1 the Selling Shareholders shall have the option (Drag Along Option) to require all the other Shareholders to transfer all their Shares to the Third Party or as the Third Party directs in accordance with this Article 7.1;

7.1.2 the Selling Shareholders may exercise the Drag Along Option by giving notice to that effect (Drag Along Notice) to the other Shareholders (Dragged Members) at any time before the transfer of Shares resulting in the Change of Control. A Drag Along Notice shall specify that the Dragged Members are required to transfer all their Shares (Dragged Shares) pursuant to Article 7.1.1, the price at which the Dragged Shares are to be transferred (calculated in accordance with Article 7.1.4) and the proposed date of transfer;

7.1.3 a Drag Along Notice is irrevocable but the Drag Along Notice and all obligations thereunder will lapse if for any reason there is not a Change of Control caused by a transfer of Shares by the Selling Shareholders to the Third Party within 90 days after the date of the Drag Along Notice;

- 7.1.4 a Drag Along Notice will require each Dragged Member to sell his Shares at the price per Share at which the relevant transfer of Shares referred to in Article 7.1.1 takes place (including any other consideration (in cash or otherwise) received or receivable by the Selling Shareholders which, having regard to the substance of the transaction as a whole, can reasonably be regarded as part of the overall consideration paid or payable for the Shares); and
 - 7.1.5 completion of the sale of the Dragged Shares under this Article 7.1 shall take place on the same date as the date proposed for completion of the sale of the Selling Shareholders' Shares unless:
 - (a) all the Dragged Members and the Selling Shareholders agree otherwise; or
 - (b) the date is less than seven days after the Drag Along Notice, where it shall be deferred until the seventh day after the Drag Along Notice.
- 7.2 Notwithstanding any other provision of these Articles if the Selling Shareholders wish to transfer any interest in any Share that would result in a Change of Control:
 - 7.2.1 no sale or transfer or other disposition of any interest in any Share (Specified Shares) shall have any effect, if it would result in Change of Control, unless before the sale, transfer or other disposition takes effect the Third Party has made a bona fide offer in accordance with this Article 7.2 to purchase at the specified price (defined in Article 7.2.3(b)) all the Shares held by all of the Shareholders save for any Shareholders who have expressly waived their right to receive such an offer for the purpose of this Article);
 - 7.2.2 an offer made under Article 7.2.1 shall be in writing, posted by first class post to the address of each Shareholder as set out in the register of members of the Company, open for acceptance for at least 21 days, and shall be deemed to be rejected by any member who has not accepted it in accordance with its term within 21 days and the consideration under such an offer shall be settled in full on completion of the purchase and within 90 days of the date of the offer;
 - 7.2.3 For the purposes of Article 7.2.1:
 - (a) the expression "transfer" includes the renunciation of a renounceable letter of allotment; and
 - (b) the expression "specified price" means the price per share equal to the highest price paid or payable by the Third Party or persons acting in concert with him or connected with him for any Shares within the last six months plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Specified Shares which, having regard to the substance of the transaction as a whole, can reasonably be regarded as

part of the overall consideration paid or payable for the Specified Shares.

- 7.3 If any part of the specified price is payable otherwise than in cash any Shareholder may require, as a condition of his acceptance of the offer made under this Article 7, to receive the cash equivalent for the Shares sold by him pursuant to the offer.
- 7.4 If the specified price or its cash equivalent for any Shares cannot be agreed within 21 days of the proposed sale, transfer or other disposition referred to in Article 7.2.1 between the Third Party and the Shareholders holding 75% of the Shares concerned (excluding the Third Party and persons who have waived their right to receive an offer), it shall be referred by the Company, at the written request of such Shareholders, to the Valuer for valuation, whose valuation shall be final and binding on all Shareholders (save in the case of manifest error) and, pending its determination, the sale, transfer or other disposition referred to in Article 7.2.1 shall have no effect. The costs of the Valuer shall be shared equally between all Shareholders transferring Shares to the Third Party.

8 PROCEEDINGS AT GENERAL MEETINGS

- 8.1 No business shall be transacted at any meeting unless a quorum is present. Two members entitled to attend at that meeting, in person or by proxy, shall be a quorum, unless the Company has only one member, in which case one member present in person or by proxy shall be a quorum.
- 8.2 Regulation 41 shall not apply. If within half an hour of the time appointed for the meeting a quorum is not present, or if during a meeting such a quorum ceases to be present the meeting, if convened upon the requisition of Shareholders, shall be dissolved; in any other case, it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine when any person or persons entitled to vote upon the business to be transacted, being a Shareholder or Shareholders or a proxy for such a Shareholder or a duly authorised representative of a corporation, shall be a quorum.
- 8.3 A poll may be demanded by the Chairman or by any qualifying person (as defined in Section 318 of the Act) present and entitled to vote at the meeting.
- 8.4 Regulation 44(3) shall be amended by the insertion of the words “A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made” as a new paragraph at the end of that Regulation.

9 PROCEEDINGS OF DIRECTORS

- 9.1 Subject to Article 9.8, the quorum for the transaction of the business of the Directors shall be two of which one must be a director appointed by the holder of a majority of the A Shares in accordance with Article 10.1 (unless no such appointment has been made).
- 9.2 No decision or resolution shall be passed by the Directors at any Director's meeting unless the Director appointed by the holder of a majority of the A Shares referred to in

Article 9.1 has voted in favour of such decision or resolution unless no such Director has been appointed by the holders of the A Shares in accordance with Article 10.1.

- 9.3 Any Director may call a Director's meeting by giving not less than two business day's notice of the meeting (or such lesser notice as all the Directors may agree) to the Directors or by authorising the secretary of the Company (if any) to give such notice.
- 9.4 The Chairman of the Directors shall have a second or casting vote in the case of an equality of votes.
- 9.5 Subject to the provisions of the Act and provided that he has disclosed to the Directors the nature and extent of any interest of his, a Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout and if he shall so vote, his vote shall be counted and for that purpose such Director shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration.
- 9.6 Any Director interested in any contract or arrangement referred to in Article 9.4 shall not, provided that he has disclosed such interest in accordance with Article 9.4, be accountable to the Company for any benefit which he (or a person connected with him (as defined in Section 252 of the Act)) derives from any such contract or arrangement and no such contract or arrangement shall be liable to be avoided on the ground of any such interest or benefit nor shall the receipt of any such remuneration or benefit constitute a breach of his duty under Section 176 of the Act.
- 9.7 Unless otherwise determined by Ordinary Resolution the number of Directors (other than alternate Directors) shall not be subject to any maximum but shall not be less than one.
- 9.8 If, at any time there is only one Director in office, he shall have and may exercise all the powers and authorities in and over the affairs of the Company as are by these Articles conferred on the board of Directors and accordingly the quorum for the transaction of the business of the Directors shall be reduced to one whilst there is only one Director in office.
- 9.9 Appropriate complete minutes of each meeting of the Directors shall be maintained by the Company and copies thereof distributed to the Directors as soon as reasonably practicable after the relevant meeting shall have been held and where decisions of the Directors are taken by electronic or any other means, such decisions shall be recorded by the Directors in permanent form, so that they may be read with the naked eye. The provisions of Regulation 15 shall be extended accordingly.

10 APPOINTMENT OF DIRECTORS

- 10.1 The holders of a majority of the A Shares may appoint or remove any Director at any time by notice in writing to the Company at its registered office.
- 10.2 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.

11 CONFLICTS OF INTEREST

11.1 The Directors may, subject to the quorum and voting requirements set out in this Article 11, authorise any matter which would otherwise involve a Director breaching his duty under Section 175 of the Act to avoid conflicts of interest (“Conflict”).

11.2 A Director seeking authorisation in respect of a Conflict must tell the Directors of the nature and extent of his interest in a Conflict as soon as possible. The Director must give the Directors sufficient details of the relevant matter to enable them to decide how to address the Conflict together with any additional information which they may request.

11.3 Any Director (including the relevant Director) may propose that the relevant Director be authorised in relation to any matter the subject of a Conflict. Such proposal and any authority given by the Directors shall be effected in the same way that any other matter may be proposed to and resolved upon by the Directors under the provisions of these Articles except that:

11.3.1 the relevant Director and any other Director with the same or a similar interest will not count in the quorum and will not vote on a resolution giving such authority; and

11.3.2 the relevant Director and any other Director with the same or a similar interest may, if the other Directors so decide, be excluded from any meeting of the Directors while the Conflict is under consideration.

11.4 Where the Directors give authority in relation to a Conflict:

11.4.1 they may (whether at the time of giving the authority or subsequently) (a) require that the relevant Director is excluded from the receipt of information, the participation in discussion and/or the making of decisions (whether at Directors’ meetings or otherwise) related to the Conflict; and (b) impose upon the relevant Director such other terms for the purpose of dealing with the Conflict as they think fit;

11.4.2 the relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict;

11.4.3 the Directors may also provide that where the relevant Director obtains (otherwise than through his position as a Director of the Company) information that is confidential to a third party, the Director will not be obliged to disclose that information to the Company, or to use or apply the information in relation to the Company’s affairs, where to do so would amount to a breach of that confidence;

11.4.4 the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded); and

11.4.5 the Directors may revoke or vary such authority at any time but this will not affect anything done by the relevant Director prior to such revocation in accordance with the terms of such authority.

11.5 A Director is not required to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (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.

12 COMPANY POWERS

12.1 The Company's objects and powers shall be unrestricted.

12.2 Without prejudice to the generality of the above, the Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and subject as otherwise provided in these Articles to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

13 NOTICES AND COMMUNICATIONS

13.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

13.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

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

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

13.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article, no account shall be taken of any part of a day that is not a business day.

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

14 INDEMNITY

- 14.1 Subject to Article 14.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

14.1.1 each Relevant Officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a Relevant Officer in the actual or purported execution and/or discharge of his duties (including any liability incurred by a Relevant Officer in connection with the activities of the Company or an Associated Company in its capacity as a trustee of an occupational pension scheme, as defined in section 235(6) of the Companies Act 2006), or in relation to them including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a Relevant Officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any Associated Company's) affairs; and

14.1.2 the Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 14.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 14.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

15 INSURANCE

- 15.1 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.
- 15.2 In this Article, 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.