

Company Number 3071231

THE COMPANIES ACT 1985

SPECIAL RESOLUTION

of

1... LIMITED

Passed on 22nd June 1999

At an ANNUAL GENERAL MEETING of the above-named Company duly convened and held at St John's Innovation Centre, Cowley Road, Cambridge on 22nd June 1999 the following Resolution was duly passed as a SPECIAL RESOLUTION of the Company:

THAT Existing Regulation 14 in the Articles of Association be deleted and substituted by the following regulation.

14. Transfer of Shares

14.1 In this Article:-



"Associated Company" means in relation to the Company any company which is for the time being the subsidiary or holding company (as those expressions are defined by Section 736 of the Companies Act 1985) of the Company or the subsidiary of any such holding company;

"Dr. Hooley" means Dr. Anthony Hooley;

"Family Trusts" means in relation to any member a trust which does not permit any of the settled property or the income therefrom to be applied otherwise than for the benefit of that member and/or a Privileged Relation of that member and no power of

control over the voting powers conferred by any Shares the subject of the trust is capable of being exercised by or subject to the consent of any person other than the trustees or such member or his Privileged Relations and "family trustees" shall be construed accordingly;

"Prescribed Price" bears the meaning in sub-paragraph 14.7.8 of this Article.

"Privileged Relation" means in relation to any individual the spouse (or widow or widower) of that individual and that individual's children and grandchildren including step and adopted children and grandchildren and in relation to Dr. Hooley includes Dr. Lois Joan Tilbrook and her children and grandchildren including step and adopted children and grandchildren;

"Relevant Event" means

- 14.1.1 in relation to a member being an individual such member becoming bankrupt or entering into a voluntary arrangement with his creditors or
- 14.1.2 in the case of a corporate member it entering into liquidation or suffering an administrative receiver or receiver to be appointed over all or any of its assets or suffering an administration order to be made against it, or entering into a voluntary arrangement with its creditors.
- 14.1.3 in the case of a corporate member it at any time ceasing to be controlled by the person (which expression shall include a body corporate or firm) or persons who at the time when the corporation became a member of the Company had control of it. For the purposes of this paragraph, a person or persons shall be deemed to have control of a corporation if by reason of the ownership of shares in that corporation or otherwise, the person or persons concerned are able directly or indirectly to secure that the affairs of that corporation are conducted in accordance with the wishes of that person or those persons.

"Sale Notice" bears the meaning in sub-paragraph 14.7.1 of this Article;

"Settlor" includes a testator or an intestate in relation to a Family Trust arising respectively under a testamentary disposition or an intestacy of a deceased member;

"Share(s)" means ordinary share(s) in the Company;

"Transferor" bears the meaning in sub-paragraph 14.7.1. of this Article;

"Valuer" means the auditors of the Company from time to time.

14.2 Any member being an individual (other than a bankrupt, a trustee of a Family Trust or a trustee in bankruptcy) may at any time transfer (or by will bequeath or otherwise dispose of on death) all or any Shares held by him:–

14.2.1 to a Privileged Relation not being an infant or an undischarged bankrupt; or

14.2.2 to trustees to be held upon a Family Trust;

14.3 Where Shares are held by trustees upon a Family Trust:–

14.3.1 such Shares may on any change of trustees be transferred to the new trustees of that Family Trust;

14.3.2 such Shares may at any time be transferred to any person to whom under paragraph 14.2. the Shares could have been transferred by the Settlor if he had remained the holder thereof;

14.3.3 if and whenever any such Shares cease to be held upon a Family Trust (otherwise than in consequence of a transfer authorised by sub-paragraph 14.3.2) the trustees shall forthwith after being requested by the Directors so to do give a Sale Notice in respect of the Relevant Shares (as hereinafter defined) and such Shares may not otherwise be transferred;

- 14.3.4 for the purposes of this paragraph the expression "Relevant Shares" means and includes (so far as the same remain for the time being held by the trustees) the Shares originally allotted or transferred to the trustees and any additional Shares issued or transferred to the trustees by virtue of the holding of the Relevant Shares or any of them.
- 14.4 Any corporate member may at any time transfer all or any Shares held by it:—
- 14.4.1 to any holding company or wholly owned subsidiary of such corporate member or any other wholly owned subsidiary of any such holding company provided always that if the transferee company subsequently ceases to be a wholly owned subsidiary of such holding company the transferee company shall be deemed to have given a Sale Notice immediately prior to that event in respect of all Shares so transferred;
- 14.4.2 to a company formed to acquire the whole or a substantial part of the undertaking and assets of such corporate member as part of a scheme of amalgamation or reconstruction.
- 14.5 A transfer of any Share pursuant to this Article shall only be treated as a permitted transfer for the purposes of these Articles if it is a transfer of the entire legal and beneficial interest in such Share free from all liens, charges and other incumbrances.
- 14.6 If the personal representatives of a deceased member are permitted under these Articles to become registered as the holders of any of the deceased member's Shares and elect so to do then such Shares may at any time be transferred by those personal representatives to any person to whom under this Article those Shares could have been transferred by the deceased member if he had remained the holder thereof, but no other transfer of such Shares by the personal representatives shall be permitted under this Article.

14.7 Except as provided in paragraphs 14.2., 14.3., 14.4., 14.5. and 14.6. of this Article, the right to transfer Shares shall be subject to the following restrictions:–

14.7.1 A member who wishes to transfer or otherwise dispose of any Shares or any interest therein (called "the Transferor") shall give a notice in writing (called a "Sale Notice") to the Company that he wishes to transfer or otherwise dispose of them. Every Sale Notice shall specify the number of Shares which the Transferor wishes to transfer or otherwise dispose of and, if the Transferor so wishes, the price per Share at which the Transferor wishes to transfer and shall constitute the Company his agent for the sale of those Shares to the other members of the Company at the Prescribed Price. A Sale Notice shall also give the full name and address of the person or persons (if any) to whom the Transferor wishes to transfer all or any of the Shares comprised in the Sale Notice (and if such proposed transferee will not be the beneficial owner, the full name and address of the beneficial owner) together with details as to any price offered for such Shares.

14.7.2 The Company shall within 14 days (or so soon thereafter as may be practical) after a Sale Notice is given ascertain the Prescribed Price of the Shares comprised in the Sale Notice and shall immediately thereafter notify the Transferor of the Prescribed Price who (except in the case of a Sale Notice given under sub-paragraph 14.3.3. or paragraphs 14.8. or 14.11. or deemed to have been given under any provision of these Articles) may within 7 days after service of such notification withdraw the Sale Notice and cancel the Company's authority to sell the Shares comprised in the Sale Notice by serving upon the Company his written undertaking to pay the costs of obtaining a certificate from the Valuer (as provided in sub-paragraph 14.7.8 hereof) and written notice of withdrawal. Except with the consent of the Directors a Sale Notice may not otherwise be withdrawn.

14.7.3 Within 14 days after receipt of the Valuers' certificate (no notice of withdrawal having been given by the Transferor) or (in circumstances where no Valuers' certificate is required) within 14 days after a Sale Notice is given the Company shall offer the Shares comprised in a Sale Notice to each member (other than the Transferor) for

purchase at the Prescribed Price. Every such offer shall be in writing and shall remain open for acceptance for the period (called "the Initial Offer Period") expiring 30 days after the date on which the offer is made.

14.7.4 The Company shall first offer any Shares comprised in a Sale Notice to the other holders of Shares in proportion as nearly as may be to their existing holdings of Shares and the Directors' decision as to the number of Shares which shall be "in proportion as nearly as may be to their existing holdings of Shares" shall be conclusive final and binding on all persons concerned. The Sale Notice shall also invite the other holders of Shares to state in writing whether they are willing to purchase any and if so how many of the Shares should there remain any Shares unsold following the offer referred to in the preceding sentence of this Article 14.7.4. No holder of Shares may apply for more Shares than are comprised in the relevant Transfer Notice and any application not complying will be invalid.

14.7.5 Any unsold Shares comprised in a Transfer Notice will be allocated to those holders of Shares who indicated that they were willing to purchase any remaining Shares following the offer referred to in the first sentence of Article 14.7.4, pro rata as nearly as may be to the number of Shares comprised in their valid applications for remaining Shares. If any Shares comprised in a Sale Notice remain unsold after having been offered to the other holders of shares according to sub-paragraph 14.7.4 hereof such Shares shall then be offered to the Company for purchase by the Company on the terms contained in the Sale Notice but subject to the requirements of Chapter VII, Part V of the Companies Act 1985 or any statutory modification or re-enactment thereof. Such offer shall be in writing and shall remain open for acceptance for the period of 21 days after the date on which the offer is made (called "the Secondary Offer Period").

14.7.6 If the Company shall during the Initial Offer Period and/or the Secondary Offer Period find a member or members or alternatively a member or members and the Company (collectively called "the Purchasers" and individually a "Purchaser") willing to purchase

14.7.6.1 all the Shares comprised in a Sale Notice, the Company shall give written notice to the Transferor of the name and address of each Purchaser and the number of Shares agreed to be purchased by him or the Company as the case may be, whereupon the Transferor shall be bound, upon payment of the Prescribed Price, to transfer to the Purchasers the Shares agreed to be purchased by them respectively; or

14.7.6.2 part of the Shares comprised in a Sale Notice, the Company shall give written notice to the Transferor of the name and address of each Purchaser and the number of Shares agreed to be purchased by him or the Company as the case may be, whereupon (except in the case of a Sale Notice given under sub-paragraph 14.3.3. or paragraphs 14.8. or 14.11. or deemed to have been given under any provision of these Articles) the Transferor shall have the right either to refuse to transfer the Shares, in which case the Sale Notice shall be deemed to have been withdrawn, or upon payment of the Prescribed Price be bound to transfer to the Purchasers the Shares agreed to be purchased by them respectively.

The sale and purchase shall be completed at a place and time to be appointed by the Directors (being not less than 7 days nor more than 14 days after the expiry of the Initial Offer Period and/or the Secondary Offer Period but subject to the fulfilment of the requirements of Chapter VII, Part V of the Companies Act 1985 or any statutory modification or re-enactment thereof).

14.7.7 If the Transferor shall fail to transfer any Shares which he has become bound to transfer, the Directors may authorise some person to execute on his behalf a transfer of the Shares to the Purchaser and may receive the purchase money and shall thereupon register the Purchaser as the holder of the Shares and issue to him a certificate for them, whereupon the Purchaser shall become indefeasibly entitled thereto. The Transferor shall in such case be bound to deliver to the Company his certificate for such Shares and the Company shall, on delivery of the certificate, pay to the Transferor

the purchase money, without interest, and shall issue to him a certificate for the balance of any Shares comprised in the certificate so delivered which the Transferor has not become bound to transfer.

14.7.8 The Prescribed Price for the Shares comprised in a Sale Notice shall be the price per Share stated in that Sale Notice as the price at which the Transferor wishes to sell the same multiplied by the number of Shares comprised in the Sale Notice or if no price is specified or if a Sale Notice is given pursuant to sub-paragraph 14.3.3 or paragraphs 14.8. or 14.11. of this Article or is deemed to have been given under any provision of these Articles, the Prescribed Price for the Shares comprised in the Sale Notice shall be the price certified by the Valuer. In arriving at the value of any Shares the Valuer shall make such adjustment (if any) as the Valuer considers necessary to allow for any rights outstanding under which any person firm or corporation may call for the issue of further Shares. If the Valuer shall be unable or unwilling to so certify the Prescribed Price as aforesaid it shall be certified by an independent accountant appointed by agreement between the Directors and the Transferor or, failing agreement, by the President or next available senior officer of the Institute of Chartered Accountants in England and Wales. In so certifying, the Valuer and the independent accountant shall be deemed to be acting as experts and not as arbitrators and their certificate shall be conclusive and binding on the Transferor and the Purchasers. The costs and expenses of such certificate shall be borne by the Company (except in a case where the Transferor has withdrawn the Sale Notice when the provisions of sub-paragraph 14.7.2. shall apply). The Directors shall procure that any certificate is produced with due expedition.

14.7.9 If the Company shall not during each Initial Offer Period and/or each Secondary Offer Period find members and/or the Company willing to purchase all or any of the Shares comprised in a Sale Notice or (where the Company intends to purchase any of the Shares) the requirements of the Companies Act 1985 (as amended or re-enacted) cannot be satisfied or if, through no default of the Transferor, the purchase of the Shares shall not be completed within 7 days after the date appointed for the purpose

by the Directors, the Transferor may at any time within 30 days after the expiry of the Initial Offer Period and/or the Secondary Offer Period (as the case may be) transfer the whole of such unsold Shares, but not part thereof, to any person on a bona fide sale
Provided that:–

14.7.9.1 such Shares shall not be offered or sold at less than the Prescribed Price without first being re-offered to the members in accordance with the provisions of this Article 14; and

14.7.9.2 the directors may refuse to register the transfer of such unsold Shares if the directors have reasonable grounds for objecting to the transferee.

14.8 Within 12 months of the happening of any Relevant Event the Directors may by notice in writing to the member in question require him to give a Sale Notice in respect of all the Shares as shall then be registered in his name.

14.9 If any of the Shares ("the Unsold Shares") which are offered to the members pursuant to the Sale Notice given under paragraph 14.8. (or deemed to be given under Paragraph 14.12. of this Article) shall not be sold to the members (or any of them) or the Company then, after the expiration of the period during which the Unsold Shares might have been purchased by a member or members or the Company pursuant thereto, the person who has become entitled to the Unsold Shares in consequence of the bankruptcy of the member shall be entitled either:–

14.9.1 to sell the Unsold Shares to any person in the same manner and subject to the same conditions (*mutatis mutandis*) as a Transferor could under paragraph 14.7.; or

14.9.2 to elect at any time to be registered himself as the holder of the Unsold Shares (but so that such election shall not give rise to any obligation to serve a Sale Notice in respect of the Unsold Shares)

- 14.10 An obligation to transfer a Share under the provisions of this Article shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Share free from any lien charge or other encumbrance.
- 14.11 The Directors may from time to time require any member or other person entitled to transfer a Share or any person named as the transferee in any transfer lodged for registration to provide the Company with such information and evidence as the Directors may consider necessary to ensure that any transfer lodged for registration is authorised under this Article or that no circumstances have arisen in which a Sale Notice ought to be given. If such information or evidence shall not be provided to the satisfaction of the Directors within a reasonable time or shall disclose that any such circumstances have arisen the Directors shall be entitled to refuse to register the transfer concerned or (as the case may be) to require by notice in writing that a Sale Notice be given in respect of the Shares concerned.
- 14.12 If a Sale Notice in respect of any Shares is not given within 30 days after being required by the Directors to be given in accordance with the provisions of sub-paragraph 14.3.3 or paragraphs 14.8. or 14.11. of this Article, a Sale Notice shall be deemed to have been given at the expiry of such 30 days in respect of those Shares and the provisions of paragraph 14.7. of this Article shall take effect accordingly.
- 14.13 The Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of any Share not being a transfer authorised by the provisions of this Article and they may also refuse to register any transfer (whether or not authorised by the provisions of this Article) of a Share on which the Company has a lien.
- 14.14 The provisions of this Article shall apply (mutatis mutandis) to a renunciation of the allotment of a Share by the allottee.

..... Chairman of Meeting