

Company Number: 05013101

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

NOTICE OF PASSING OF WRITTEN RESOLUTION

of

SIGARIA LIMITED
(the "Company")

Resolution Date 2 November 2015

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "**2006 Act**"), the directors of the Company confirm that the resolution below was passed on the Resolution Date by the eligible members of the Company as a special resolution ("**the Resolution**")

SPECIAL RESOLUTION

THAT the existing articles of association in their entirety be removed and substituted for the new articles of association attached to this resolution

Signed on behalf of the Company



Andrew Cox

Company Secretary

Dated 02/11/2015

WEDNESDAY



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COMPANIES HOUSE

**ARTICLES OF ASSOCIATION
OF SIGARIA LIMITED
(ADOPTED 2nd November 2015)**



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COMPANY NUMBER 05013101

**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
SIGARIA LIMITED
(Adopted by resolution passed on 30 April 2012)**

INTRODUCTION

1 Interpretation

1.1 In these Articles, unless expressly provided otherwise, the following words have the following meanings

"Act"	the Companies Act 2006,
"A Equity Hurdle"	£20,000,000 (twenty million pounds) as adjusted from time to time under article 10.4,
"A Shareholder"	a holder of A Shares,
"A Shares"	the A ordinary shares of 0.1 pence each in the capital of the Company having the right to participate in the growth in value of the Company above the A Equity Hurdle, the other rights and being subject to the restrictions as set out in these Articles and any other written agreement with the Company,
"acting in concert"	has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended),
"Adoption Date"	the date of adoption of these Articles,
"Articles"	the Company's articles of association for the time being in force,
"Available Profits"	profits available for distribution within the meaning of part 23 of the Act,
"Bonus Issue"	an issue of Equity Shares pursuant to a bonus issue paid up by the capitalisation of amounts standing to the credit of the share premium account of the Company or any other available reserves of the Company as determined by the Board of Directors,
"Business Day"	any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,
"Call"	has the meaning given to it in Article 21.4,
"Call Notice"	has the meaning given to it in Article 21.4,
"Chairman"	has the meaning given to it in Article 6.5,
"Change of Control"	the acquisition whether by purchase, transfer or renunciation or otherwise (but excluding any transfer of shares made in accordance with article 15 (Permitted Transfers)) by any person who is not a shareholder of the Company at the Adoption Date (the "Third Party Purchaser") of any interest in any Equity Shares if, upon completion of that acquisition, the Third Party

	Purchaser, together with persons acting in concert or connection with him would hold more than 50 per cent in nominal value and/or voting rights of the issued shares in the Company,
"Companies Acts"	has the meaning given to it in the Act,
"Company"	means Sigaria Limited (company number 05013101),
"connected"	has the meaning given in section 252 of the Act,
"Controlling Interest"	an interest in Shares conferring on the holder or holders control of the Company within the meaning of section 840 of the Income and Corporation Taxes Act 1988,
"Deemed Transfer Notice"	a Transfer Notice which is deemed to have been served by any of the provisions of these Articles,
"Directors"	the directors of the Company from time to time,
"Eligible Director"	means 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),
"Employee Shareholder"	a Shareholder who is, or has been, a director (other than an Investor Director) and/or an employee of any Group Company,
"Employee Trust"	a trust, the terms of which are approved by the Directors, whose beneficiaries are the bona fide employees of the Group,
"Equity Shares"	Ordinary Shares and A Shares,
"Fair Value"	has the meaning given in Article 15 2,
"Family Trust"	as regards any particular individual Shareholder (or deceased or former individual Shareholder) trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made, or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the Shares in question is for the time being vested in any person other than the particular Shareholder and/or any of the Privileged Relations of that Shareholder (and so that for this purpose a person shall be considered to be beneficially interested in a Share if such Share or the income thereof is liable to be transferred or paid or applied or appointed to or for the benefit of any such person or any voting or other rights attaching thereto are exercisable by or as directed by any such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons),
"Financial Year"	an accounting reference period (as defined in section 391 of the Act) of the Company,
"Founders"	Mark Perera, Alexander Martinez and Richard Pope,
"Group"	the Company and its subsidiaries (if any) from time to time and "Group Company" shall be construed accordingly,
"holding company"	has the meaning given in section 1159 of the Act,

"Independent Expert"	the auditors for the time being of the Company or, if they decline the instruction, an independent firm of accountants appointed by the Company and the Seller or, in the absence of agreement between the Company and the Seller on the identity of the expert or its terms of appointment within 15 Business Days of the expiry of the 15 Business Day period referred to in Article 15 1, an independent firm of accountants appointed, and whose terms of appointment are agreed, by the President, for the time being, of the Institute of Chartered Accountants of England and Wales (in each case acting as an expert and not as an arbitrator),
"Investor"	a holder for the time being of Shares save for (i) the Founders, (ii) Permitted Transferees of the Founders, (iii) a holder of any Shares held under or in relation to any Employee Trust, (iv) a holder who is an Employee Shareholder, or their Permitted Transferees,
"Investor Director"	has the meaning given in Article 6 1,
"Investor Majority"	the holder(s) for the time being of not less than 80% by nominal value of all Ordinary Shares held by Investors from time to time,
"Lien Enforcement Notice"	means a notice in writing which complies with the requirements of Article 21 3 2,
"Listing"	means the admission of all or any part of the Company's share capital to listing or trading on an investment exchange recognised by the Financial Services Authority under Part XVIII of the Financial Services and Markets Act 2000,
"Listing Shares"	means the issued equity shares of the Company at the time of the Listing (excluding any new shares to be subscribed and issued on such Listing),
"Market Value"	either (i) the fair market value of the entire issued share capital of the Company minus the A Equity Hurdle as agreed by the Company and the A Shareholders or (ii) in the absence of such agreed valuation, the fair market value as determined by the Expert,
"Member of the Same Group"	as regards any company, a company which is from time to time a holding company or a subsidiary of that company or a subsidiary of any such holding company,
"Minimum Transfer Condition"	has the meaning given in Article 14 2 4
"Model Articles"	the model articles for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229), as amended prior to the Adoption Date,
"Ordinary Shares"	the ordinary shares of 0 1 pence each in the capital of the Company,
"Original Shareholder"	has the meaning given in Article 13 1,
"Permitted Transfer"	a transfer of Shares made in accordance with Article 13,
"Permitted Transferee"	in relation to (a) a Shareholder who is an individual, any of his Privileged Relations or the trustee(s) of a Family Trust,

	and
	(b) a Shareholder which is a company, a Member of the Same Group as that company,
"Privileged Relation"	in relation to a Shareholder who is an individual Shareholder (or a deceased or former individual Shareholder) means a spouse, civil partner (as defined in the Civil Partnerships Act 2004), child or grandchild (including step or adopted or illegitimate child and their issue),
"Realisation Event"	any of the following (i) a Change of Control, (ii) a Listing, or (iii) the liquidation of the Company,
"Realisation Value"	the amount (if any) determined in accordance with article 17 on a Realisation Event,
"Relevant Securities"	<p>any Shares or other securities convertible into, or carrying the right to subscribe for Shares, issued by the Company after the Adoption Date, other than</p> <p>(a) the grant of any options under a Share Option Scheme (and the issue of Shares on the exercise of any such options),</p> <p>(b) any Shares or other securities issued by the Company in order for the Company to comply with its obligations under these Articles, and</p> <p>(c) any Shares or other securities issued in consideration of the acquisition by the Company of any company or business,</p>
"Restricted Shares"	has the meaning given in Article 16.5,
"Sale Shares"	has the meaning given in Article 14.2.1,
"Seller"	has the meaning given in Article 14.2,
"Shareholder"	a holder for the time being of any Share or Shares,
"Share Option Scheme"	any share option scheme of the Company which the Directors resolve as being a Share Option Scheme for the purposes of these Articles,
"Shares"	shares (of any class) in the capital of the Company and "Share" shall be construed accordingly,
"subsidiary"	in relation to a holding company wherever incorporated, means a "subsidiary" (as defined in section 1159 of the Act) for the time being and any other company which for the time being is itself a subsidiary (as so defined) of a company which is itself a subsidiary of such holding company,
"Transaction Costs"	(i) on a Change of Control, all legal and other advisory and professional fees and costs and charges which are incurred by the holders of Equity Shares in connection with the Change of Control, or (ii) on a Listing, all legal and other advisory and professional fees and costs and charges which are incurred by or on behalf of the Company (other than commission paid on any new shares subscribed on such Listing), in each case together with any irrecoverable VAT on such fees, costs and charges,

“Transfer Notice” has the meaning given in Article 14 2, and

“Transfer Price” has the meaning given in Article 15

1 2 A reference in these Articles to

1 2 1 an **Article** is a reference to the relevant numbered article of these Articles, and

1 2 2 a **model article** is a reference to the relevant article of the Model Articles,

unless expressly provided otherwise

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 (but excluding any statutory modification of them not in force on the Adoption Date)

1 4 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles

1 5 In these Articles, words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa

1 6 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of

1 6 1 any subordinate legislation from time to time made under it, and

1 6 2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts

1 7 For the purposes determining the Realisation Value on a Realisation Event

1 7 1 if, on a Change of Control, the relevant Equity Shares are acquired by a Third Party Purchaser by private treaty (as distinct from a public offer) and the consideration is a fixed cash sum payable in full on completion of the acquisition, the Realisation Value shall be the total amount of the cash sum paid (plus the value of any deferred consideration determined in accordance with article 1 10) in excess of the A Equity Hurdle, minus Transaction Costs,

1 7 2 if, on a Change of Control, a written offer has been made for a cash consideration or, if the transaction is pursuant to any other public cash offer, the Realisation Value shall be the total cash consideration for all the Equity shares of the Company for which the offer is made by the Third Party Purchaser (plus the value of any deferred consideration determined in accordance with article 1 10) in excess of the A Equity Hurdle, minus Transaction Costs,

1 7 3 on a Change of Control, to the extent that the acquisition of Equity Shares by the Third Party Purchaser includes an element of deferred consideration, the Realisation Value shall include the value of such deferred consideration and shall be agreed by all the holders of Equity Shares, or, in the absence of such agreement prior to completion of the acquisition, such value as is determined by the Auditors at the cost of the holders of Equity Shares (pro rata to their holdings of Equity Shares immediately prior to the transaction) In the event that any such deferred consideration is determined by reference to the performance of the Group after completion of the transaction then the initial valuation of that deferred consideration shall be zero but, where any deferred consideration is subsequently received from the Third Party Purchaser, the value of the deferred consideration received shall be added to any initial non-deferred consideration in determining the Realisation Value and, where due, any balancing payment shall be made to the A Shareholders in accordance with the provisions of these Articles,

1 7 4 if and to the extent that, on a Change of Control, the scenarios described in articles 1 8 to 1 10 are not applicable, the Realisation Value shall be such amount (if any) in excess of

the A Equity Hurdle as is agreed between all the holders of Equity Shares or, in the absence of such agreement prior to completion of the transaction, such value as is determined by the Auditors at the cost of the holders of Equity Shares (pro rata to their holdings of Equity Shares immediately prior to the transaction),

- 1 7 5 on a Listing, the Realisation Value shall be the aggregate value of the Listing Shares (determined by reference to the number of Listing Shares multiplied by the price per share at which shares are offered for sale, placed or otherwise marketed pursuant to the arrangements relating to the Listing) in excess of the A Equity Hurdle, minus Transaction Costs,
- 1 7 6 on a liquidation of the Company, the value of the assets distributed by the Company to the holders of Equity Shares in excess of the A Equity Hurdle after the payment by the Company of its creditors and other liabilities

2 Adoption of the Model Articles

- 2 1 The Model Articles (together with those provisions of Schedule 3 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229) referred to in Article 21) shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation
- 2 2 Model articles 7, 8, 9(1) and (3), 11(2) and (3), 12, 13, 14(1) to (4) (inclusive), 16, 21, 22, 26(5), 38, 39, 44(2), 49, and 52 to 53 (inclusive) shall not apply to the Company
- 2 3 Model article 20 shall be amended by the insertion of the words "and the secretary" before the words "properly incur"
- 2 4 In model article 25(2)(c), the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity"
- 2 5 Model article 29 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)," after the words "the transmittee's name"

DIRECTORS

3 Number of Directors

Unless otherwise determined by ordinary resolution, the number of Directors shall not exceed eight but shall not be less than two

4 Proceedings of Directors

- 4 1 Any decision of the Directors must be taken at a meeting of Directors in accordance with these Articles or must be a decision taken in accordance with Article 4 2 (subject to Article 4 3 and Article 4 4) All decisions made at any meeting of the Directors (or any committee of the Directors) shall be made only by resolution and resolutions at any meeting of the Directors (or committee of the Directors) shall be decided by a majority of votes
- 4 2 A unanimous decision of the Directors is taken when all Eligible Directors indicate to each other by any means that they share a common view on a matter
- 4 3 A decision taken in accordance with Article 4 2 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
- 4 4 A decision may not be taken in accordance with Article 4 2 if the Eligible Directors would not have formed a quorum at a Directors' meeting to vote on the matter in accordance with Article 4 6 and Article 4 7

- 4 5 Meetings of the Directors shall take place at least once every two months in each year, with a period of not more than nine weeks between any two meetings. Any Director may call a meeting of the Directors, or authorise the company secretary (if any) to give such notice. At least 14 days' advance notice in writing of each such meeting shall be given to the Investor Director (if any has been appointed) (except with the prior consent of the Investor Director (if any), when meetings of the Directors may take place less frequently or on shorter notice).
- 4 6 The quorum for any meeting (or, where specified below, part of a meeting) of the Directors shall be two Eligible Directors. If the necessary quorum is not present within 30 minutes from the time appointed for the meeting, or if, during a meeting, such quorum ceases to be present, the meeting shall stand adjourned to such time and place as the Chairman determines. If a quorum is not present at any such adjourned meeting within 30 minutes from the time appointed, then the meeting shall not proceed and the Chairman shall have no further authority to adjourn it further.
- 4 7 For the purposes of any meeting (or part of a meeting) held pursuant to Article 8 to authorise a Conflict (as defined in Article 8 1), 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 8 If the number of Directors in office for the time being is less than two, the Director in office must not take any decision other than a decision to
- 4 8 1 appoint further Directors, or
 - 4 8 2 call a general meeting so as to enable the Shareholders to appoint further Directors.
- 4 9 Questions arising at any meeting of the Directors shall be decided by a majority of votes. If there is an equality of votes, the Chairman (or other chairman of the meeting) shall not have a second or casting vote.
- 4 10 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.
- 4 11 The Directors may make any rule which they think fit about how they take decisions and about how such rules are to be recorded or communicated to Directors.

5 Appointment and removal of Directors

- 5 1 Model article 17(1) shall be modified by the inclusion, at the end of that model article, of the words "provided that the appointment does not cause the number of Directors to exceed the maximum number set out in Article 3 of these Articles".
- 5 2 Model article 18 shall be modified by the addition of the following events upon the occurrence of which a person shall cease to be a Director:
- 5 2 1 he is convicted of a criminal offence (other than a minor motoring offence) and a majority of the other Directors resolve that he cease to be a Director, or
 - 5 2 2 save in the case of a Founder appointed under Article 6 6, a majority of the other Directors resolve that he cease to be a Director.
- 5 3 For the avoidance of doubt Article 5 2 1 shall apply to a Founder appointed under Article 6 6.

6 Investor Director, Chairman and founders

- 6 1 An Investor Majority shall from time to time have the right, for so long as the Investors hold at least 8 0% of the Ordinary Shares in issue for the time being, to appoint, by notice in writing addressed to the Company, and to maintain in office, one person as a Director (an "Investor Director") and to remove any such Investor Director and to appoint a replacement.
- 6 2 Any appointment or removal of an Investor Director made in accordance with Article 6 1 shall take immediate effect upon receipt (or deemed receipt) by the Company of such notice in writing, or the production of such notice at a meeting of the Directors or, if later, the date (if any) specified in such notice.

- 6 3 An Investor Director shall be entitled to be appointed to any committee of the Directors established from time to time. On the receipt of the request in writing of his appointor(s), the Company shall procure that an Investor Director shall be appointed as a director of any other Group Company, to the extent specified in such request (but such Investor Director shall not be entitled to any additional fee)
- 6 4 The reasonable expenses of an Investor Director shall be payable by the Company but the Investor Director shall not be entitled to any other fees from the Company, unless the Directors decide otherwise
- 6 5 The Directors may appoint any person as chairman of the board of Directors ("**Chairman**") and may remove and replace any such Chairman. If there is no Chairman in office for the time being, or the Chairman is unable to attend any meeting of the Directors, the Directors present at the meeting must appoint another Director present at the meeting to chair the meeting and the appointment of the chairman of the meeting must be the first business of the meeting
- 6 6 Subject to Article 5 2 1, each Founder shall have the right to be a Director of the Company provided they hold at least 8 0% of the Ordinary Shares in issue for the time being

7 Transactions or other arrangements with the Company

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company

- 7 1 1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,
- 7 1 2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of the Directors) in respect of such existing or proposed transaction or arrangement in which he is interested,
- 7 1 3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested,
- 7 1 4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director,
- 7 1 5 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
- 7 1 6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such 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 his duty under section 176 of the Act

8 Directors' conflicts

- 8 1 The Directors may, in accordance with the requirements set out in this Article 8, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director (an "**Interested Director**") breaching his duty under section 175 of the Act to avoid conflicts of interest ("**Conflict**")
- 8 2 Any authorisation under this Article 8 will be effective only if
- 8 2 1 to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to

- the Directors under the provisions of these Articles or in such other manner as the Directors may determine,
- 8 2 2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and
- 8 2 3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted
- 8 3 Any authorisation of a Conflict under this Article 8 may (whether at the time of giving the authorisation or subsequently)
- 8 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
- 8 3 2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict,
- 8 3 3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the Directors in relation to any resolution related to the Conflict,
- 8 3 4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit,
- 8 3 5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence, and
- 8 3 6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters
- 8 4 Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict
- 8 5 The Directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation
- 8 6 A Director, notwithstanding his office, may be a director or other officer of, employed by, or otherwise interested (including by the holding of shares) in his appointor(s) (or any Permitted Transferee of such appointor(s)) and no authorisation under Article 8 1 shall be necessary in respect of any such interest
- 8 7 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 he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds
- 9 **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 AND DISTRIBUTIONS

10 Dividends, Realisation Events and A Equity Hurdle Adjustments

- 10.1 Any Available Profits which the Company may determine to distribute in respect of any Financial Year will be distributed among the holders of the Ordinary Shares pro rata to their respective holdings of Ordinary Shares
- 10.2 Each dividend shall be distributed to the appropriate Shareholders pro rata according to the number of Ordinary Shares held by them respectively and shall accrue daily (assuming a 365 day year) as well after as before the commencement of a winding up. All dividends are expressed net and shall be paid in cash
- 10.3 On a Realisation Event the Ordinary Shares and the A Shares shall carry the following respective rights to participate in the amount available for distribution to, or the value accruing to, the holders of Equity Shares (including, if applicable, any Realisation Value) in the following order of priority
- 10.3.1 first, each Equity Shareholder shall be entitled to an amount equal to the amount paid up on each Equity Share,
- 10.3.2 second, the Ordinary Shareholders as a class shall be entitled to an amount up to and including the A Equity Hurdle to be shared pro rata between the Ordinary Shareholders according to the number of Ordinary Shares held by them respectively, and
- 10.3.3 third the Equity Shareholders shall be entitled to an amount equal to any remaining Realisation Value pro rata between the Equity Shareholders according to the number of Equity Shares held by them respectively
- 10.4 If any of the events listed in column (1) below occurs after the date of first issue of any A Shares the A Equity Hurdle shall be adjusted as set out in column (2) below against such event

(1) Event	(2) After such event the relevant Equity Hurdle shall be -
(a) the issue of Equity Shares for cash	increased by the aggregate amount subscribed (including share premium) for such new Equity Shares
(b) save in connection with a Bonus Issue, the issue of Equity Shares as consideration for the acquisition of share(s) in a company or other body corporate or other assets or for some other non-cash consideration	increased by the aggregate amount (including share premium) credited as paid up on such new Equity Shares
(c) the payment of a dividend or other distribution or a return of capital of any nature to the holders of Ordinary Shares	decreased by the aggregate amount of the dividend
(e) HMRC determining that a different equity hurdle should apply	decreased or increased to the amount stipulated by HMRC (provided that the directors so agree)

11 Pre-emption rights on the issue of further Shares

- 11.1 Save to the extent authorised by these Articles, or authorised from time to time by an ordinary resolution, the Directors shall not exercise any power to allot Shares or to grant rights to subscribe for, or to convert any security into, any Shares

- 11 2 Subject to the remaining provisions of this Article 11, the Directors are generally and unconditionally authorised, for the purposes of section 551 of the Act, to exercise any power of the Company to
- 11 2 1 offer or allot,
 - 11 2 2 grant rights to subscribe for or to convert any security into, and
 - 11 2 3 otherwise deal in, or dispose of,
- any Shares (or any options, warrants, conversion rights and all other rights to acquire or subscribe for Shares) to any person, at any time and subject to any terms and conditions as the Directors think proper
- 11 3 The authority referred to in Article 11 2
- 11 3 1 shall be limited to a maximum nominal amount of £500 Ordinary Shares,
 - 11 3 2 shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by ordinary resolution, and
 - 11 3 3 may only be exercised for a period of five years from the Adoption Date save that, subject to these Articles, the Directors may make an offer or agreement which would, or might, require any Shares to be allotted after the expiry of such authority (and the Directors may allot Shares in pursuance of an offer or agreement as if such authority had not expired)
- 11 4 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company
- 11 5 Unless otherwise agreed by special resolution if the Company proposes to allot any Relevant Securities, those Relevant Securities shall not be allotted to any person unless the Company has first offered them to the holders (on the date of the offer) of the Ordinary Shares (each an "Offeree") on a pari passu basis and in the respective proportions that the number of Ordinary Shares held by each such holder bears to the total number of Ordinary Shares held by all such holders (as nearly as possible without involving fractions) and on the same terms, and at the same price, as those Relevant Securities are being, or are to be, offered to any other person
- 11 6 An offer made under Article 11 5 shall
- 11 6 1 be in writing and give details of the number, class and subscription price (including any share premium) of the Relevant Securities being offered,
 - 11 6 2 remain open for a period of at least 5 Business Days from the date of service of the offer, and
 - 11 6 3 stipulate that any Offeree who wishes to subscribe for a number of Relevant Securities in excess of the number to which he is entitled under Article 11 5 shall, in his acceptance, state the number of excess Relevant Securities ("**Excess Securities**") for which he wishes to subscribe
- 11 7 If, on the expiry of an offer made in accordance with Article 11 5, the total number of Relevant Securities applied for is less than the total number of Relevant Securities so offered, the Directors shall allot the Relevant Securities to the Offerees in accordance with their applications, subject to a maximum of each Offeree's proportionate entitlement
- 11 8 Any Relevant Securities not accepted by Offerees pursuant to an offer made in accordance with Article 11 5 shall be used to satisfy any requests for Excess Securities made pursuant to Article 11 6 3. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants in the respective proportions that the number of Ordinary Shares held by each such applicant bears to the total number of such Ordinary Shares held by all applicants (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any Shareholder beyond that applied for by him). After those allotments, any Excess Securities shall, subject to Article 11 9, be offered to any other person(s) as the Directors may determine, at the same price and on the same terms as the offer to the Shareholders

- 11 9 No Shares shall be allotted to any current or prospective employee or director of any Group Company unless such person shall first have entered into a joint election with the relevant Group Company under section 431 of the Income Tax (Earnings and Pensions) Act 2003

12 Transfers of Shares general

- 12 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

- 12 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. The Directors shall register any duly stamped transfer made in accordance with these Articles, unless they suspect that the proposed transfer may be fraudulent

- 12 3 If a Shareholder transfers (or purports to transfer) a Share other than in accordance with these Articles, he shall, save with the Directors' consent to the contrary be deemed to have immediately served a Transfer Notice in respect of all Shares held by him

- 12 4 Any transfer of a Share by way of sale which is required to be made under Article 16, Article 17 or Article 18 shall be deemed to include a warranty that the transferor sells the Share with full title guarantee

- 12 5 To enable the Directors to determine whether or not there has been any transfer (or purported transfer) of Shares the Directors may, require

12 5 1 any holder (or the legal representatives of a deceased holder), or

12 5 2 any person named as a transferee in a transfer lodged for registration, or

12 5 3 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

- 12 6 If any such information or evidence referred to in Article 12 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 15 Business Days of receipt of such written notice, then

12 6 1 the relevant Shares shall cease to confer on the holder of them any rights

12 6 1 1 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,

12 6 1 2 to receive dividends or other distributions otherwise attaching to those Shares, or

12 6 1 3 to participate in any future issue of Shares, and

12 6 2 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 12 6 1 at any time and, in any event, such rights shall be reinstated in respect of any Shares transferred pursuant to Article 12 6 2 on completion of such transfer

12 7 Unless expressly provided otherwise in these Articles, if a Transfer Notice is deemed to have been given under these Articles, the Deemed Transfer Notice shall be treated as having specified that

12 7 1 it does not contain a Minimum Transfer Condition, and

12 7 2 the Seller wishes to transfer all the Shares held by him (including any Shares acquired after the date the relevant Transfer Notice is deemed given but before completion of the transfer of Shares pursuant to the relevant Transfer Notice)

12 8 Any Transfer Notice (but not an Offer Notice (as defined in Article 17 3) or a Drag Along Notice (as defined in Article 18 2)) served in respect of the transfer of any Share which has not completed before the date of service of a Deemed Transfer Notice shall automatically be revoked by the service of a Deemed Transfer Notice

12 9 Any transfer of A Shares under the following provisions where they constitute a Realisation Event shall be subject to Article 10 2

13 Permitted transfers of Shares

13 1 A Shareholder (the "Original Shareholder") may transfer all or any of his or its Shares to a Permitted Transferee

13 2 Where Shares are held by the trustee(s) of a Family Trust, the trustee(s) may transfer Shares to

13 2 1 the Original Shareholder,

13 2 2 any Privileged Relation(s) of the Original Shareholder,

13 2 3 subject to Article 13 3, the trustee(s) of another Family Trust of which the Original Shareholder is the settlor, or

13 2 4 subject to Article 13 3, to the new (or remaining) trustee(s) upon a change of trustee(s) of a Family Trust,

without any price or other restriction

13 3 A transfer of Shares may only be made to the trustee(s) of a Family Trust if the Directors are satisfied

13 3 1 with the terms of the trust instrument and, in particular, with the powers of the trustee(s),

13 3 2 with the identity of the proposed trustee(s),

13 3 3 that the proposed transfer will not result in 50% or more of the aggregate of the Company's equity share capital being held by trustees of that and any other trusts, and

13 3 4 that no costs incurred in connection with the setting up or administration of that Family Trust are to be paid by the Company

13 4 If the Original Shareholder is a company, and a Permitted Transfer has been made, the Permitted Transferee shall, within 15 Business Days of ceasing to be a Member of the Same Group as the Original Shareholder, transfer the Shares held by it to

13 4 1 the Original Shareholder, or

13 4 2 a Member of the Same Group as the Original Shareholder,

(which in either case is not in liquidation), without any price or other restriction. If the Permitted Transferee fails to make a transfer in accordance with this Article 13 4, a Transfer Notice shall be deemed to have been given in respect of such Shares on the expiry of the period set out in this Article 13 4

13 5 If the Original Shareholder is an individual and a Permitted Transfer has been made to a Privileged Relation of the Original Shareholder, the Permitted Transferee (or the transmittee(s) of any such

person), shall within 15 Business Days of ceasing to be a Privileged Relation of the Original Shareholder (whether by reason of death, divorce or otherwise) either

13 5 1 execute and deliver to the Company a transfer of the Shares held by him to the Original Shareholder (or to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them, or

13 5 2 give a Transfer Notice to the Company in accordance with Article 14,

failing which a Transfer Notice shall be deemed to have been given in respect of such Shares on the expiry of the period set out in this Article 13 5 This Article 13 5 shall not apply to a transmittee of a Permitted Transferee if that transmittee is also a Permitted Transferee of the Original Shareholder, to the extent that such transmittee is legally or beneficially entitled to those Shares

13 6 Notwithstanding any other provision of this Article 13, a transfer of any Shares approved by the Directors may be made without any price or other restriction and any such transfer shall be registered by the Directors

13 7 A Founder may transfer all or any of his Shares to any one or more of the other Founders in accordance with the provisions of an existing share option arrangement which has been approved by the Investment Director

14 Pre-emption rights on the transfer of shares

14 1 Except where the provisions of Article 13, Article 17 or Article 18 apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights in this Article 14

14 2 A Shareholder who wishes to transfer Shares (a "**Seller**") shall, before transferring or agreeing to transfer any Shares, give notice in writing (a "**Transfer Notice**") to the Company specifying

14 2 1 subject to Article 12 7 2, the number of Shares he wishes to transfer (the "**Sale Shares**"),

14 2 2 the name of the proposed transferee, if any,

14 2 3 the price per Sale Share (in cash), if any, at which he wishes to transfer the Sale Shares (the "**Proposed Sale Price**"), and

14 2 4 subject to Article 12 7 1, whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold (a "**Minimum Transfer Condition**")

14 3 Except in the case of a Deemed Transfer Notice (which may not be withdrawn), where the Transfer Price of the Sale Shares comprised within a Transfer Notice is to be the Fair Value and such Fair Value less than the Proposed Sale Price the Seller may, within 15 Business Days of receipt of notification of the Fair Value, withdraw the Transfer Notice Otherwise, a Transfer Notice may only be withdrawn with the consent of the Directors

14 4 A Transfer Notice (or Deemed Transfer Notice) constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price

14 5 As soon as practicable following the later of

14 5 1 receipt of a Transfer Notice (or in the case of a Deemed Transfer Notice, the date such notice is deemed to be served), and

14 5 2 the determination of the Transfer Price,

the Directors shall (unless the Transfer Notice is withdrawn in accordance with Article 14 3) offer the Sale Shares for sale in the manner set out in the remaining provisions of this Article 14 at the Transfer Price Each offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered

14 6 The Company shall offer the Sale Shares to the holders of the Ordinary Shares on the basis set out in Articles 14 8 to Article 14 12 (inclusive)

14 7 An offer of Sale Shares made in accordance with Article 14 6 shall remain open for acceptance for a period from the date of the offer to the date 10 Business Days after the offer (both dates inclusive) Any Sale Shares shall be dealt with in accordance with Article 14 8 and Article 14 9

14 8 Subject to Article 14 7, the Directors shall offer the Sale Shares to the holders of Ordinary Shares (other than the Seller), inviting them to apply in writing within the period from the date of the offer to the date 10 Business Days after the offer (both dates inclusive) (the "**Offer Period**") for the maximum number of Sale Shares they wish to buy

14 9

14 9 1 If at the end of the Offer Period, the 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 Shareholder who has applied for Sale Shares in the proportion which his existing holding of Ordinary Shares bears to the total number of Ordinary Shares held by all holders of Ordinary Shares (other than 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 shall be determined by the Directors) No allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy

14 9 2 If not all Sale Shares are allocated following allocations in accordance with Article 14 9 1, 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 14 9 1 The procedure set out in this Article 14 9 2 shall apply on any number of consecutive occasions until all Sale Shares have been allocated

14 9 3 If at the end of the 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 Shareholders in accordance with their applications The balance (the "**Surplus Shares**") shall, subject to Article 14 10, be offered to any other person in accordance with Article 14 14

14 10 Where the Transfer Notice contains a Minimum Transfer Condition

14 10 1 any allocation made under Article 14 7 to Article 14 9 (inclusive) shall be conditional on the fulfilment of the Minimum Transfer Condition, and

14 10 2 if the total number of Sale Shares applied for under Article 14 7 to Article 14 9 (inclusive) is less than the number of Sale Shares, the Board shall notify the Seller and all those Shareholders to whom Sale Shares have been conditionally allocated stating that the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect

14 11 Where either

14 11 1 the Transfer Notice does not contain a Minimum Transfer Condition, or

14 11 2 allocations have been made in respect of all the Sale Shares,

the Directors shall, when no further offers or allocations are required to be made under Article 14 7 to Article 14 9 (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 5 Business Days, but not more than 15 Business Days, after the date of the Allocation Notice)

14 12 On the date specified for completion in the Allocation Notice, the Seller shall, against payment from an Applicant, transfer the Sale Shares allocated to such Applicant, in accordance with any requirements specified in the Allocation Notice

14 13 If the Seller fails to comply with Article 14 12

- 14 13 1 the Chairman (or, failing him, any other Director or some other person nominated by a resolution of the Directors) may, as agent on behalf of the Seller)
- 14 13 1 1 complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants,
- 14 13 1 2 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
- 14 13 1 3 (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them, and
- 14 13 2 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 he has delivered his certificate(s) for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Directors, in respect of any lost certificate, together with such other evidence (if any) as the Board may reasonably require to prove good title to those Shares) to the Company
- 14 14 Where an Allocation Notice does not relate to all the Sale Shares or the Transfer Notice lapses pursuant to Article 14 10 2 then, subject to Article 14 15, the Seller may, at any time during the 30 Business Days following the date of service of the Allocation Notice, transfer the Sale Shares (in the case of a lapsed offer) or the Surplus Shares (as the case may be) to any person at a price at least equal to the Transfer Price The sale of the Sale Shares (following the lapse of a Transfer Notice) in accordance with this Article 14 14 shall continue to be subject to any Minimum Transfer Condition
- 14 15 The Seller's right to transfer Shares under Article 14 14 does not apply if the Directors reasonably consider that
- 14 15 1 the transferee is a person (or a nominee for a person) who is a competitor (or a Member of the Same Group as a competitor) of the business of any Group Company,
- 14 15 2 the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee, or
- 14 15 3 the Seller has failed or refused to promptly provide information available to him and reasonably requested to enable it to form the opinion referred to in Article 14 15 2

15 Valuation

- 15 1 The Transfer Price for each Sale Share the subject of a Transfer Notice (or Deemed Transfer Notice) shall, save where expressly provided otherwise in these Articles, be the price per Sale Share (in cash) agreed between the Directors (any Director with whom the Seller is connected not voting) and the Seller or, in default of agreement within 15 Business Days of the date of service of the Transfer Notice (or, in the case of a Deemed Transfer Notice, the date on which the board of Directors first has actual knowledge of the facts giving rise to such deemed service), the Fair Value of each Sale Share
- 15 2 The Fair Value shall be the price per Sale Share determined by the Independent Expert on the following bases and assumptions
- 15 2 1 valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer as at the date the Transfer Notice was served (or deemed served),
- 15 2 2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so,
- 15 2 3 that the Sale Shares are capable of being transferred without restriction,
- 15 2 4 valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent, and

- 15 2 5 reflecting any other factors which the Independent Expert reasonably believes should be taken into account
- 15 3 If any difficulty arises in applying any of these assumptions or bases then the Independent Expert shall resolve that difficulty in whatever manner it shall in its absolute discretion think fit
- 15 4 The Directors will give the Independent Expert access to all accounting records or other relevant documents of the Group, subject to it agreeing such confidentiality provisions as the Directors may reasonably impose
- 15 5 The parties are entitled to make submissions to the Independent Expert including oral submissions and shall provide (or procure that others provide) the Independent Expert with such assistance and documents as the Independent Expert may reasonably require for the purpose of reaching a decision
- 15 6 The Independent Expert shall act as expert and not as arbitrator and its determination shall be final and binding on the parties (in the absence of fraud or manifest error)
- 15 7 The Independent Expert shall be requested to determine the Fair Value within 20 Business Days of its appointment and to deliver its certificate to the Company. Forthwith upon receipt, the Company shall deliver a copy of the certificate to the Seller
- 15 8 The cost of obtaining the Independent Expert's certificate shall be borne by the parties equally or in such other proportions as the Independent Expert directs
- 16 Compulsory transfers**
- 16 1 A person entitled to Shares in consequence of the bankruptcy of a Shareholder (or equivalent procedure in any jurisdiction outside England and Wales) shall be deemed to have given a Transfer Notice in respect of all such Shares at such time as the Directors may determine
- 16 2 If a Shareholder which is a body corporate either suffers or resolves to appoint a liquidator, administrator or administrative receiver over it, or any material part of its assets (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or suffers or takes any equivalent action in any jurisdiction outside England and Wales, that Shareholder shall be deemed to have given a Transfer Notice in respect of all Shares held by it at such time as the Directors may determine
- 16 3 If there is a change in control (as 'control' is defined in section 995 of the Income Taxes Act 2007) of any Shareholder which is a company, it shall be bound at any time, if and when required in writing by the Directors to do so, to give (or procure the giving in the case of a nominee) a Transfer Notice in respect of all the Shares registered in its name (or the name of its nominee(s)) save that, where that Shareholder acquired Shares as a Permitted Transferee of an Original Shareholder, it shall first be permitted to transfer those Shares back to the Original Shareholder from whom it received its Shares or to any other Permitted Transferee of that Original Shareholder before being required to serve a Transfer Notice
- 16 4 If a current or previous holder of A Shares ceases to be an employee or director of the Company he or she (and any other holder of A Shares who acquired shares from them under Article 13 (directly or by means of a series of two or more permitted transfers) shall be bound at any time, if and when required in writing by the Directors to do so, to give (or procure the giving in the case of a nominee) a Transfer Notice in respect of all the A Shares registered in his/her name (or the name of its nominee(s)) at a price equal the lower of (a) the price paid per A Share or (ii) the nominal value per A Share
- 16 5 Forthwith upon a Transfer Notice being deemed to be served under Article 16 the Shares subject to the relevant Deemed Transfer Notice ("**Restricted Shares**") shall cease to confer on the holder of them any rights
- 16 5 1 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,
- 16 5 2 to receive dividends or other distributions otherwise attaching to those Shares, or

16 5 3 to participate in any future issue of Shares

The Directors may reinstate the rights referred to in Article 16 5 at any time and, in any event, such rights shall be reinstated in respect of any Shares transferred pursuant to Article 16 on completion of such transfer

17 Mandatory offer on change of control

17 1 In the event that a proposed transfer of Shares (other than a transfer of Shares made pursuant to Article 13 or Article 16, but after the operation of the pre-emption procedure set out in Article 14), whether made as one or as a series of transactions (a "**Proposed Transfer**") would, if completed, result in any person (the "**Buyer**"), together with any person acting in concert with the Buyer, acquiring a Controlling Interest, the remaining provisions of this Article 17 shall apply

17 2 The Seller(s) shall procure that, prior to the completion of the Proposed Transfer, the Buyer shall make an offer (the "**Offer**") to each Shareholder on the date of the Offer, to buy all of the Shares held by such Shareholders on the date of the Offer for a consideration in cash per Share (the "**Offer Price**") which is equal to the highest price per Share offered, paid or to be paid by the Buyer, or any person acting in concert with the Buyer, for any Shares in connection with the Proposed Transfer

17 3 The Offer shall be made by notice in writing (an "**Offer Notice**") addressed to each Shareholder on the date of the Offer at least 5 Business Days (the "**Offer Period**") before the date fixed for completion of the Proposed Transfer (the "**Sale Date**") To the extent not described in any accompanying documents, the Offer Notice shall specify

17 3 1 the identity of the Buyer (and any person(s) acting in concert with the Buyer),

17 3 2 the Offer Price and any other terms and conditions of the Offer,

17 3 3 the Sale Date, and

17 3 4 the number of Shares which would be held by the Buyer (and persons acting in concert with the Buyer) on completion of the Proposed Transfer

17 4 The completion of the Proposed Transfer shall be conditional in all respects on

17 4 1 the making of an Offer in accordance with this Article 17, and

17 4 2 the completion of the transfer of any Shares by any Shareholder (each an "**Accepting Shareholder**") who accepts the Offer within the Offer Period,

and the Directors shall refuse to register any Proposed Transfer made in breach of this Article 17 4

17 5 The Proposed Transfer is, but the purchase of Shares from Accepting Shareholders pursuant to an Offer made under this Article 17 shall not be, subject to the pre-emption provisions of Article 14

18 Drag along

18 1 If the holders of 80% of the Ordinary Shares in issue for the time being (the "**Selling Shareholders**") wish to transfer all of their interest in Shares ("**Sellers' Shares**") to a bona fide arm's-length purchaser ("**Proposed Buyer**"), the Selling Shareholders shall have the option ("**Drag Along Option**") to require all the other holders of Shares on the date of the request ("**Called Shareholders**") to sell and transfer all their interest in Shares with full title guarantee to the Proposed Buyer (or as the Proposed Buyer may direct) in accordance with the provisions of this Article 18

18 2 The Selling Shareholders may exercise the Drag Along Option by giving notice in writing to that effect (a "**Drag Along Notice**"), at any time before the completion of the transfer of the Sellers' Shares, to the Proposed Buyer and each Called Shareholder A Drag Along Notice shall specify

18 2 1 that the Called Shareholders are required to transfer all their Shares ("**Called Shares**") pursuant to this Article 18,

- 18 2 2 the identity of the Proposed Buyer (and, if relevant, the transferee(s) nominated by the Proposed Buyer),
- 18 2 3 the consideration payable for the Called Shares calculated in accordance with Article 18 4,
- 18 2 4 the proposed date of completion of transfer of the Called Shares
- 18 3 Once given, a Drag Along Notice may not be revoked save with the prior consent of the Directors. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not completed the transfer of all the Sellers' Shares to the Proposed Buyer (or as the Proposed Buyer may direct) within 20 Business Days of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 18 4 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be that to which they would be entitled if the total consideration proposed to be paid by the Proposed Buyer were divided by the aggregate number of the Called Shares and the Sellers' Shares.
- 18 5 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this Article 18.
- 18 6 Completion of the sale and purchase of the Called Shares shall take place on the same date as, and conditional upon the completion of, the sale and purchase of the Sellers' Shares unless
- 18 6 1 all of the Called Shareholders and the Selling Shareholders otherwise agree, or
- 18 6 2 that date is less than 10 Business Days after the date of service of the Drag Along Notice, in which case completion of the sale and purchase of the Called Shares shall take place 10 Business Days after the date of service of the Drag Along Notice.
- 18 7 Within 10 Business Days of the Proposed Buyer serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for their Shares in favour of the Proposed Buyer (or as the Proposed Buyer may direct), together with the share certificate(s) in respect of those Shares (or a suitable indemnity in respect thereof) to the Company. On the expiration of that 10 Business Day period the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts they are respectively due pursuant to Article 18 4 to the extent the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the amounts due pursuant to Article 18 4 shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders pursuant to Article 18 4 in trust for the Called Shareholders without any obligation to pay interest.
- 18 8 To the extent that the Proposed Buyer has not, on the expiration of the 10 Business Day period, put the Company in funds to pay the amounts due pursuant to Article 18 4, the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificate(s) (or suitable indemnity) for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this Article 18 in respect of their Shares.
- 18 9 If any Called Shareholder fails to deliver to the Company a duly executed stock transfer form (or forms) in respect of the Called Shares held by him (together with the share certificate(s) in respect of those Called Shares (or a suitable indemnity in respect thereof)) the defaulting Called Shareholder shall be deemed to have appointed any person nominated for the purpose by the Selling Shareholders to be his agent to execute and deliver all necessary transfers on his behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Called Shares. After the Proposed Buyer (or person(s) nominated by the Proposed Buyer) has been registered as the holder of any such Called Shares, the validity of such proceedings shall not be questioned by any person. Failure to produce a share certificate shall not impede the registration of any transfer of Shares under this Article 18.
- 18 10 Upon any person, following the issue of a Drag Along Notice, becoming a Shareholder (or increasing an existing shareholding) including, without limitation, pursuant to the exercise of any option, warrant or other right to acquire or subscribe for, or to convert any security into, Shares, whether or not pursuant to a Share Option Scheme (a "New Shareholder"), a Drag Along Notice shall be deemed to have been served upon the New Shareholder, on the same terms as the

previous Drag Along Notice, who shall then be bound to sell and transfer all such Shares acquired by him to the Proposed Buyer (or as the Proposed Buyer may direct) and the provisions of this Article 18 shall apply mutatis mutandis to the New Shareholder, save that completion of the sale of such Shares shall take place forthwith upon the later of the Drag Along Notice being deemed served on the New Shareholder and the date of completion of the sale of the Called Shares

18 11 A transfer of Called Shares to a Proposed Buyer (or as the Proposed Buyer may direct) pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the pre-emption provisions of Article 14

18 12 Any Transfer Notice or Deemed Transfer Notice served in respect of the transfer of any Share which has not completed before the date of service of a Drag Along Notice shall automatically be revoked by the service of a Drag Along Notice

DECISION-MAKING BY SHAREHOLDERS

19 General meetings

19 1 No business other than, subject to Article 19 2, the appointment of the chairman of the meeting is to be transacted at a general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on

19 2 The Chairman shall chair general meetings. If there is no Chairman in office for the time being, or the Chairman is unable to attend any general meeting, the Directors present (or, if no Directors are present, the meeting) must appoint another Director present at the meeting (or, if no Directors are present, a Shareholder) to chair the meeting and the appointment of the chairman of the meeting must be the first business of the meeting

20 Voting

20 1 Subject to any other provisions in these Articles concerning voting rights, each Share in the Company shall carry the right to receive notice of and to attend, speak and vote at all general meetings of the Company

20 2 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

20 3 Model article 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 model article

20 4 Model article 45(1) shall be amended by

20 4 1 the deletion of model article 45(1)(d) and its replacement 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", and

20 4 2 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 model article

21 Lien, calls on shares and forfeiture

21 1 The Company has a lien (the "**Company's Lien**") over every Share which is registered in the name of a person indebted or under any liability to the Company, whether he is the sole registered holder of the Share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person) to the Company, whether payable immediately or at some time in the future

21 2 The provisions of articles 52(2) and (3), 55, 56(2), 57(2), (3) and (4), 59, 61 and 62 for public companies set out in Schedule 3 to The Companies (Model Articles) Regulations 2008 (S/2008/3229) shall apply to the Company, save that each reference in those articles to a "member" or

"members" shall be deemed to be references to a "Shareholder" or "Shareholders" (as the case may be)

21 3 Enforcement of the Company's Lien

21 3 1 Subject to the provisions of this Article 21 3, if

21 3 1 1 a Lien Enforcement Notice has been given in respect of a Share, and

21 3 1 2 the person to whom the notice was given has failed to comply with it,

the Company may sell that Share in such manner as the Directors decide

21 3 2 A Lien Enforcement Notice

21 3 2 1 may only be given in respect of a Share which is subject to the Company's Lien, in respect of which a sum is payable and the due date for payment of that sum has passed,

21 3 2 2 must specify the Share concerned,

21 3 2 3 must require payment of the sum within 14 clear days of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires),

21 3 2 4 must be addressed either to the holder of the Share or to a transmittee of that holder, and

21 3 2 5 must state the Company's intention to sell the Share if the notice is not complied with

21 3 3 Where Shares are sold under this Article 21 3

21 3 3 1 the Directors may authorise any person to execute an instrument of transfer of the Shares to the purchaser or to a person nominated by the purchaser, and

21 3 3 2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale

21 3 4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied

21 3 4 1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the Lien Enforcement Notice, and

21 3 4 2 second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation, or an indemnity in a form reasonably satisfactory to the Directors has been given for any lost certificates, and subject to a lien equivalent to the Company's Lien over the Shares before the sale for any money payable by that person (or his estate or any joint holder of the Shares) after the date of the Lien Enforcement Notice

21 3 5 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a Share has been sold to satisfy the Company's Lien on a specified date

21 3 5 1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share, and

21 3 5 2 subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the Share

21 4 Call notices

21 4 1 Subject to the Articles and the terms on which Shares are allotted, the Directors may send a notice (a **"Call Notice"**) to a Shareholder requiring the Shareholder to pay the Company a specified sum of money (a **"Call"**) which is payable to the Company at the date when the Directors decide to send the Call Notice

21 4 2 A Call Notice

21 4 2 1 may not require a Shareholder to pay a Call which exceeds the total amount of his indebtedness or liability to the Company,

21 4 2 2 must state when and how any Call to which it relates is to be paid, and

21 4 2 3 may permit or require the Call to be made in instalments

21 4 3 A Shareholder must comply with the requirements of a Call Notice, but no Shareholder is obliged to pay any Call before 14 clear days (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) have passed since the notice was sent

21 4 4 Before the Company has received any Call due under a Call Notice the Directors may

21 4 4 1 revoke it wholly or in part, or

21 4 4 2 specify a later time for payment than is specified in the notice,

by a further notice in writing to the Shareholder in respect of whose Shares the Call is made

21 4 5 A Call Notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share

21 4 5 1 on allotment,

21 4 5 2 on the occurrence of a particular event, or

21 4 5 3 on a date fixed by or in accordance with the terms of issue

21 5 Forfeiture

21 5 1 If a person is liable to pay a Call and fails to do so by the Call payment date

21 5 1 1 the Directors may issue a notice of intended forfeiture to that person, and

21 5 1 2 until the Call is paid, that person must pay the company interest on the Call from the Call payment date at the relevant rate

21 5 2 A notice of intended forfeiture

21 5 2 1 may be sent in respect of any Share in respect of which a Call has not been paid as required by a Call Notice,

21 5 2 2 must be sent to the holder of that Share (or all the joint holders of that Share) or to a transmittee of that holder,

21 5 2 3 must require payment of the Call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not less than 14 clear days after the date of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires),

21 5 2 4 must state how the payment is to be made, and

21 5 2 5 must state that if the notice is not complied with, the Shares in respect of which the Call is payable will be liable to be forfeited

21 5 3 At any time before the Company disposes of a forfeited Share, the Directors may decide to cancel the forfeiture on payment of all Calls, interest and expenses due in respect of it and on such other terms as they think fit

ADMINISTRATIVE ARRANGEMENTS

22 Notices

22 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient

22 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 5 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 5 Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),

22 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,

22 1 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and

22 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 22 1, no account shall be taken of any part of a day that is not a Business Day

22 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

23 Indemnity and insurance

23 1 Subject to Article 23 2, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled

23 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, or in relation thereto, including (in each case) 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 other Group Company's) affairs, and

23 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 23 1 and otherwise may take any action to enable such Relevant Officer to avoid incurring such expenditure

23 2 This Article 23 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

23 3 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

23 4 In this Article 23

23 4 1 **"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 (or other Group Company) or any employees' share scheme of the Company (or other Group Company), and

23 4 2 **"Relevant Officer"** means any director or other officer or former director or other officer of any Group Company, but excluding in each case any person engaged by a Group Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor