

Company Number: 5614103

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

OF

INERTIUS LIMITED

Passed 22 JULY 2013

TUESDAY



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06/08/2013

COMPANIES HOUSE

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The following written resolutions of the Company were passed on the above date in accordance with Chapter 2 of Part 13 of the Companies Act 2006 ("2006 Act")

- 1 THAT by **Special Resolution** the directors are unconditionally authorised for the purposes of section 551 of the Act to allot (for the period of one year following the date of these written resolutions) 'A' Ordinary Shares of £0.01 (1p) each in the capital of the Company up to an aggregate nominal amount of £5,181.68,
- 2 THAT by **Special Resolution**, subject to the passing of the resolution above and in accordance with section 570 of the Act, the directors be generally empowered to allot equity securities (as defined in section 560 of the Companies Act 2006) pursuant to the authority conferred by the resolution above, as if section 561(1) of the Act and the pre-emption rights in the Company's articles of association did not apply to any such allotment
- 3 THAT by **Special Resolution** any limit on the maximum amount of shares that may be allotted by the Company which is imposed by the amount of the Company's authorised share capital that was in force immediately before 1 October 2009 be revoked,
- 4 THAT by **Special Resolution** the articles of association of the Company be amended by deleting to the fullest extent permitted by law all of the provisions of the Company's memorandum of association which, by virtue of Section 28, Companies Act 2006, are to be treated as provisions of the Company's articles of association,
- 5 THAT by **Special Resolution** the draft articles of association attached hereto and initialled for the purposes of identification by a director be and they are adopted by the Company in substitution for, and to the exclusion of, its existing articles of association

DIRECTOR

RKD.

THE COMPANIES ACTS 1985, 1989 & 2006

PRIVATE COMPANY LIMITED BY SHARES

**INERTIUS LIMITED**

Company No. 5614103

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## **ARTICLES OF ASSOCIATION**

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Adopted by Special Resolution of the Company dated

22 July 2013

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**THE COMPANIES ACTS 1985 & 1989 & 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**INERTIUS LIMITED**

Company No. 5614103

# **ARTICLES OF ASSOCIATION**

## **INTERPRETATION**

- 1 In these Articles
- 1 1 "A' Ordinary Shares" means the 'A' ordinary shares of £0 01 (1p) each in the share capital of the Company,
- 1 2 "A' Ordinary Share Preference Sum" means a sum equal to £2,000 (GBP Sterling),
- 1 3 "the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force and any provisions of the Companies Act 2006 ("CA 2006") for the time being in force,
- 1 4 "Adoption Date" means the date of adoption of these Articles,
- 1 5 reference to an "Article" shall mean a reference to the specified numbered paragraph of these Articles,
- 1 6 "Allocation Notice" has the meaning defined in Article 30 9,
- 1 7 "Appropriate Rate" means 10% up to and including the Redemption Date and 15% thereafter,
- 1 8 "Associated Company" has the meaning defined in section 435 of the Insolvency Act 1986,
- 1 9 "Auditors" means the auditors of the Company for the time being or if such auditors are unable or unwilling to act in connection with the matter in question, a suitably qualified independent professional valuer agreed between the Company and any two Funds or in default of agreement such firm of independent chartered accountants appointed on the application of the Company or any two Funds who are Lead Investors by the President for the time being of the Institute of Chartered Accountants in England and Wales,
- 1 10 "Buyer" has the meaning defined in Article 32,
- 1 11 "clear days" means in relation to a period of a notice the number of days excluding the day when the notice is given and the day on which it is to take effect,
- 1 12 "control" (for the purposes of Articles 16, 30 1, and 30 2 only) has the meaning defined by section 840 of the Income and Corporation Taxes Act 1988,
- 1 13 "Date of Termination" in relation to a given holder of Ordinary Shares means the earlier of

- 1 13 1 where the contract of employment (if any) between the Company or any of its subsidiaries and that holder terminates by virtue of a notice given by the employer to that holder (or vice-versa), the date on which such notice expires,
- 1 13 2 where the contract of employment (if any) between the Company or any of its subsidiaries and that holder is terminated by the employer or that holder and a payment is made to the employee in lieu of notice, the date on which such employment was terminated,
- 1 13 3 where the holder is an officer or consultant or otherwise engaged (other than as an employee) by the Company or any of its subsidiaries, the date on which such office, consultancy, engagement or contract for services relating to the same is terminated,
- 1 13 4 the date on which the contract of employment (if any) between the Company or any of its subsidiaries and that holder is terminated, or
- 1 13 5 the date on which that holder is deemed to have given a Transfer Notice in accordance with Articles 30, 30 1, 30 2, or 30 3,
- 1 14 "Financial Year" means a financial year or other period in respect of which the Company prepares its accounts in accordance with the relevant provisions of the Act,
- 1 15 "Flotation" means the admission of any part of the share capital of the Company to the Official List of the UK Listing Authority or the admission of any part of the share capital of the Company to be dealt in on the Alternative Investment Market of the London Stock Exchange or on any recognised stock exchange (as defined in the Financial Services and Markets Act 2000),
- 1 16 "Funds" means RSGF, SYSCF or LIC and anyone to whom they may transfer any shares and their respective successors in title,
- 1 17 "the holder" means the member whose name is entered in the Register of Members as the holder of the shares,
- 1 18 "Holding Company" has the meaning given to it in section 736 of the Companies Act 1985,
- 1 19 "Intending Transferor" has the meaning defined in Article 30 4,
- 1 20 "Investor Director" means a director appointed by RSGF and/ or SYSCF under Article 45,
- 1 21 "Lead Investor" means RSGF, SYSCF and LIC for so long as they own over 7% of the equity share capital of the Company,
- 1 22 "LIC" means LifeIC Limited,
- 1 23 "Majority Shareholders" has the meaning defined in Article 32,
- 1 24 "Minority Shareholders" has the meaning defined in Article 32,
- 1 25 "Offer" has the meaning defined in Article 32 1,
- 1 26 "Ordinary Shares" means the ordinary shares of £1 00 each in the share capital of the Company,
- 1 27 "Preference Shares" means the redeemable preference shares of £1 00 each in the share capital of the Company,
- 1 28 "Prescribed Price" has the meaning defined in Article 32 3,

- 1 29 "Redemption Date" means 8 November 2011,  
1 30 "the Regulations" means the regulations contained in Table A and a reference to a "Regulation" shall  
mean a reference to the equivalent numbered regulation of the Regulations,  
1 31 "RSGF" means Rising Stars Growth Fund II,  
1 32 "Sale Price" has the meaning defined in Article 30 6,  
1 33 "said Shares" has the meaning defined in Article 30 7,  
1 34 "Sale" means either -  
1 34 1 the making of an offer to purchase all of the shares which is accepted and would result in or  
will result in the offeror holding more than 50% of the Ordinary Shares, or  
1 34 2 the entering into of one or more agreements which will result in any person acquiring more  
than 50% of the Ordinary Shares,  
1 35 "secretary" means the secretary of the Company including a joint, assistant or deputy secretary,  
1 36 "Shares" means the Ordinary Shares and the 'A' Ordinary Shares,  
1 37 "Subsidiary Company" has the meaning given to it in section 736 of the Companies Act 1985,  
1 38 "SYSCF" means South Yorkshire Seed Corn Fund,  
1 39 "Table A" means Table A in the schedule to the Companies (Tables A to F) Regulations 1985 as  
amended by the Companies (Tables A to F) Amendment Regulations 2007 (SI 2007/2541) and the  
Companies (Table A to F) (Amendment) (No 2) Regulations 2007 (SI 2007/2826) and as otherwise  
amended prior to the adoption of these Articles,  
1 40 "Total Transfer Condition" has the meaning defined in Article 30 4,  
1 41 "Transfer Forms" has the meaning defined in Article 30 9,  
1 42 "Transfer Notice" has the meaning defined in Article 30 4

2 The Regulations shall not apply to the Company apart from where individual Regulations are expressly  
stated to apply and these Articles (together with any of the Regulations stated to apply) shall be the  
regulations of the Company

3 The operation and interpretation of these Articles is subject to the Act and unless otherwise defined in  
these Articles or unless the context otherwise requires, words or expressions contained in these  
Articles shall have the same meaning as in the Act

## **SHARE CAPITAL AND RIGHTS**

4 The liability of the members is limited to the amount, if any, unpaid on the shares held by them

5 Regulations 2 to 5 (inclusive), 32 to 35 (inclusive) and 110 shall apply

## **Issue of Shares**

- 6 Subject to Article 7, the directors are authorised under Section 80 of the Act to use the powers of the Company to offer, allot, agree to allot, grant any right to subscribe for or to convert any security into, and otherwise dispose of any of the unissued shares of the Company to anyone (including directors) at such times and on such terms and conditions as they think proper
- 7 The authority contained in Article 6
- 7 1 shall expire 14 days following the Adoption Date except that any obligation or contingent obligation assumed or incurred during that period may be performed or fulfilled after the expiry of such period,
- 7 2 shall be limited to that number of shares that have a nominal value equal to the authorised but unissued share capital of the Company at the Adoption Date,
- 7 3 may be varied, revoked or renewed by a resolution of the Company in accordance with the provisions of the Act but subject to any direction given by any two Funds who are Lead Investors, or in the event that only one Fund is a Lead Investor, consent of that Fund,
- 7 4 is subject to the terms on which any shares are or have been created or issued

## **Income**

- 8 The profits of the Company in respect of each Financial Year shall be distributed as follows
- 8 1 firstly, in paying to the holders of the Preference Shares a fixed cumulative dividend of the Appropriate Rate per annum of the nominal value of such shares (the "Preference Dividend") accruing daily from the date of subscription for such shares and payable in cash in arrears on demand after the Redemption Date or, if earlier, on redemption of the Preference Shares whether demanded or not, and
- 8 2 secondly, amongst each of the holders of Ordinary Shares as authorised by ordinary resolution of the Company SAVE THAT for so long as a Fund is the Lead Investor no dividends shall be declared and no such distributions shall be made without the written consent of any two Funds who are Lead Investors, or in the event that only one Fund is a Lead Investor, consent of that Fund The holders of 'A' Ordinary Shares shall not be entitled to any dividend
- 8 3 The Preference Dividend (notwithstanding any other provision of these Articles and in particular notwithstanding that there has not been a recommendation of the directors or resolution of the Company in general meeting) shall be paid immediately on the due date and if not then paid shall be a debt due from and immediately payable by the Company whether demanded or not
- 9 The Company shall ensure that each of its subsidiaries which has profits available for distribution shall declare and pay to the Company such dividends as are necessary to permit the lawful and prompt payment of any dividends due under Article 8

- 10 Regulations 104, 105, 106, 107 and 108 shall apply

### **Capital**

- 11 On a return of assets on liquidation or otherwise (except on a redemption of shares of any class or the purchase by the Company of its own shares) the assets of the Company remaining after the payment of its liabilities ("the Surplus") shall be distributed as follows
- 11.1 firstly, in paying to the holders of 'A' Ordinary Shares an aggregate amount equivalent to the 'A' Ordinary Share Preference Sum,
- 11.2 secondly, in paying to each of the holders of the Preference Shares the amount determined in accordance with Article 14 in respect of such shares held by them,
- 11.3 thereafter, in paying to the holders of the Ordinary Shares the amounts paid up or credited as paid up (including any premium) on such shares held by them (and pro-rata according to such amounts),
- 11.4 and then the remaining amount of the Surplus (if any) shall be paid to the holders of the Ordinary Shares in proportion to the number of such shares held by them,
- 11.5 The Preference Shares shall be redeemed on a Sale or Flotation at the amount determined in accordance with Article 14 and the provisions of Articles 12.1 and 12.2 shall apply

For the avoidance of doubt,

- the provisions of Article 11 shall apply to any Sale including one arising from the application of Article 32
- no amounts other than those provided for in this Article 11 shall be payable or distributed to the holders of the Preference Shares on a return of assets or liquidation or on a Sale or Flotation

- 12 Subject to the provisions of the Act, the Company may at any time redeem the whole or any part of the Preference Shares then outstanding at an amount per share determined in accordance with Article 14 by serving notice of such redemption upon the holders of the Preference Shares specifying a date upon which redemption is to take place (PROVIDED THAT in the event of a part redemption the Company may redeem only in multiples of 10,000 Preference Shares or the balance outstanding if less) and the following provisions shall apply
- 12.1 Each registered holder of Preference Shares shall surrender to the Company on or before the date set for redemption the certificate (or, in the event of any holder having lost his certificate, an indemnity in respect thereof in a form reasonably acceptable to the Company) for his Preference Shares which are to be redeemed in order that they may be cancelled, and upon such cancellation the Company shall pay to such holder the amount payable in respect of such redemption provided that if any certificate so



surrendered includes any Shares not redeemable at that time the Company shall issue a fresh certificate for the balance of the Shares not redeemable to the holder

- 12 2 If there is more than one holder of Preference Shares on each occasion on which Preference Shares are redeemed the proportion of each such holder's total number of Preference Shares to be redeemed shall be that proportion which each such holders Preference Shares bears to the total number of Preference Shares then in issue
- 13 Subject to the provisions of the Act, the holders of the Preference Shares shall be entitled at any time after the Redemption Date by service of a prior notice to the Company to require redemption on the date of such notice of all the Preference Shares then in issue at an amount per share determined in accordance with Article 14 and the provisions of Articles 12 1 and 12 2 shall apply to such redemption
- 14 The amount per share payable on a redemption of Preference Shares shall be £1 together with a sum equal to any arrears deficiency or accruals of the Preference Dividend on such share calculated down to the date of redemption and payable whether such dividend has been declared, earned, demanded or not

### **Voting**

- 15 Subject to Articles 16 and 45, each holder of Ordinary Shares shall be entitled to receive notice of and shall be entitled to attend either in person or by proxy at any general meeting of the Company and on a show of hands or on a poll shall have one vote for every such share in respect of which he is the holder
- 16 A holder of Ordinary Shares (other than the Funds) (and any body corporate under the control (directly or indirectly) of that member (if any)) shall not be entitled to receive notice of, attend or vote at any general meeting of the Company following the Date of Termination in respect of that holder and Preference Shares and 'A' Ordinary Shares shall not entitle the holders thereof at any time to receive, notice of, attend or vote at any general meeting of the Company

### **Accounts**

- 17 Regulation 109 shall apply

### **Matters requiring Fund Consent**

- 18 For so long as two or more of the Funds are Lead Investors, the prior consent or approval in writing of two Funds shall be required in respect of any matter relating to (or the Company incurring an

obligation to do) any of the following (for the avoidance of doubt in the event that only one Fund is a Lead Investor, consent or approval in writing of that Fund only shall be required)

- 18 1 the sale of the undertaking of the Company or of any of its subsidiaries or any substantial part (including but not limited to any intellectual property owned by the Company) thereof,
- 18 2 the disposal or issue of any issued or unissued shares in the capital of the Company or any subsidiary of the Company,
- 18 3 the calling of a meeting of the Company or any of its subsidiaries for the purpose of considering a resolution for the winding up of the Company or any of its subsidiaries,
- 18 4 the calling of a meeting of the Company for the purpose of considering a resolution to approve a contract by the Company or any of its subsidiaries to purchase any of their respective shares,
- 18 5 a change to the accounting reference period of the Company or any of its subsidiaries,
- 18 6 the calling of a meeting of the Company or any of its subsidiaries for the purpose of passing a resolution to dispense with the holding of annual general meetings,
- 18 7 any alteration of the restrictions on the powers of the directors of the Company or its subsidiaries to borrow, give guarantees or create charges,
- 18 8 the application by way of capitalisation of any sum in or towards paying up any debenture or debenture stock of the Company or of any of its subsidiaries,
- 18 9 any material alteration (including cessation) to the nature of the business of the Company or of any of its subsidiaries,
- 18 10 any Flotation or any Sale becoming unconditional or completed,
- 18 11 the passing of any elective resolution as defined and for the purposes set out in section 379(A) of the Act,
- 18 12 any alteration or increase or reduction or sub-division or consolidation or redemption of the authorised or issued capital of the Company or of any of its subsidiaries (except the redemption of the Preference Shares in accordance with these Articles) or by variation of the rights attached to any of the shares for the time being in the capital of the Company or of any of its subsidiaries,
- 18 13 the calling of a meeting of the Company or any of its subsidiaries for the purpose of considering or the passing of a resolution for amending the Memorandum or Articles of Association of the Company or any of its subsidiaries (as the case may be),
- 18 14 the passing of any resolution whereby the classification or status of the Company may be changed, or
- 18 15 (without prejudice to the provisions of sections 125 and 127 of the Act) the variation of any special rights attached to any class of shares

### **Share Certificates**

- 19 Every member, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of

shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the directors may determine

- 20 Every certificate shall be signed by two directors or by a director and the secretary and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon. The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them

- 21 Regulation 7 shall apply

### **Lien, Calls on Shares and Forfeiture**

- 22 Regulations 8 to 17 (inclusive) and 19 to 22 (inclusive) shall apply
- 23 If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited

### **TRANSFER AND TRANSMISSION OF SHARES**

- 24 For so long as a Fund is the Lead Investor no shares may be transferred without the written consent of any two Funds who are Lead Investors or, in the event that only one Fund is a Lead Investor, consent of that Fund
- 25 For so long as the University of Leeds is a shareholder of the Company, any shares held by it may be transferred to its
- 25 1 Holding Company,
- 25 2 Subsidiary Company, or
- 25 3 Associated Companies
- 26 Regulation 23 shall apply. The directors may dispense with the execution of the instrument of transfer by the transferee in their absolute discretion. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof

27 Subject to Articles 30 1 and 30 2, Regulations 29, 30 and 31 shall apply

28 For the purposes of Articles 29 and 30, where any person is unconditionally entitled to be registered as the holder of a share and has established such entitlement to the satisfaction of the Board of directors he and not the registered holder of such share shall be deemed to be a member of the Company in respect of that share and the expression "transfer" shall include the renunciation of any letter of allotment and the transfer of any beneficial or other interest in a share (not being a charge to secure money)

#### **Permitted Transfers**

29 Article 30 shall apply to all transfers of shares save where permitted below

29 1 Any shares held by a Fund may be transferred at any time to any person without restriction as to price or otherwise

29 2 Notwithstanding any other provision in these Articles any member may at any time transfer (or by will bequeath or otherwise dispose of on death) all or any shares held by him to a Privileged Relation or to trustees to be held upon a Family Trust of which he is the settlor provided that any transfer of shares to trustees to be held upon a Family Trust made during the lifetime of such member may only be made with the consent in writing of any two Funds who are Lead Investors or consent in writing of only one Fund where only one of the Funds is a Lead Investor

29 3 Where the consent of the Fund or Funds is requested, in accordance with article 29 2, to a transfer to a Family Trust such consent shall be given when the Fund or Funds (as appropriate) are satisfied

- (a) with the terms of the trust instrument and in particular with the powers of the trustees,
- (b) with the identity of the proposed trustees,
- (c) that the proposed transfer will not result in 50% or more in the aggregate of the Company's equity share capital being held by trustees of that and any other trusts, and
- (d) that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company

29 4 Where any shares are held by trustees upon a Family Trust then on any change of trustees such shares may be transferred to the new trustees of that Family Trust and such shares may also be transferred at any time to the settlor or to another Family Trust of which he is the settlor or to any Privileged Relation (of full age) of the settlor

29 5 If and whenever any shares held by trustees upon a Family Trust cease to be so held upon a Family Trust (otherwise than in consequence of a transfer to the settlor or to any Privileged Relation of the

settlor) or there cease to be any beneficiaries of the Family Trust other than a charity or charities a Transfer Notice (as hereinafter defined) shall be deemed to have been given in respect of those shares (as hereinafter defined) by the holders thereof and such shares may not otherwise be transferred

For the purposes of this sub-article the expression 'shares' means and includes the shares originally transferred to the trustees and any additional shares issued or transferred to the trustees by virtue of the holding of such shares or any of them

### **Pre-emption**

- 30 Except as provided in Article 29, no shares shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted. If any member attempts or makes any attempt to transfer any share or shares other than in accordance with the provisions of these Articles, then that member shall be deemed to have immediately given a Transfer Notice in accordance with Article 30.4 in respect of all shares held by him.

### **Dismissal / Change of Control / Insolvency**

- 30.1 If any member (other than a Fund) ceases to be a director or employee of or consultant to or otherwise ceases to be engaged by the Company or any subsidiary of the Company (and does not thereupon become or remain a director or employee or consultant of the Company or any subsidiary of the Company) within six months of commencement of their employment or engagement, then he shall be deemed to have served a Transfer Notice in accordance with Article 30.4 in respect of all of the shares held by him on date of such cessation and Transfer Notices shall also be deemed to have been served on such date by the relevant parties in respect of all shares (if any) then held by any body corporate under the control (directly or indirectly) of that member.
- 30.2 If a body corporate (other than a Fund) ceases to be within the control of the person(s) who controlled such body corporate on the later of the date on which it became a member and the Adoption Date, it shall be deemed to have immediately given a Transfer Notice in accordance with Article 30.4 in respect of all the shares held by it.
- 30.3 If any member is adjudicated bankrupt or has a receiver, manager, administrative receiver or administrator appointed in respect of him/it or over all or any part of its undertaking or assets or enters into liquidation or suffers any analogous event due to insolvency then that member shall be deemed to have immediately given a Transfer Notice in accordance with Article 30.4 in respect of all the shares in the Company held by him/it.

## **Transfer Notice**

- 30 4 Every person who desires intends or is required to transfer any share or shares (other than in the circumstances referred to in Article 29) (the "Intending Transferor") shall give to the Company notice in writing or such intention (a "Transfer Notice") Every Transfer Notice shall specify the number and class of shares to be transferred A single Transfer Notice may be used in respect of one or more class or classes of share or shares Except in the case of a Transfer Notice required or deemed to be served by Articles 30, 30 1, 30 2 or 30 3, the Transfer Notice may contain a provision that unless all the shares comprised therein are sold by the Company pursuant to this Article 30, none shall be so sold (a "Total Transfer Condition") and any such provision shall be binding on the Company
- 30 5 Any two or more members may serve a Transfer Notice signed by each of them specifying the number of shares which each of them wishes to transfer and such notice shall for all purposes of this Article 30 take effect as if it were a single Transfer Notice and as if the Total Transfer Condition in it (if any) applies to all the shares comprised within it but the obligations of those members in respect of such notice shall be several only in proportion to the total number of shares which each holds

## **Valuation**

- 30 6 Subject as hereinafter mentioned, a Transfer Notice shall irrevocably (subject to Article 30 7) constitute the Company the agent of the Intending Transferor for the sale of the share or shares the subject thereof (the "said Shares") in one or more lots at the discretion of the directors at the price (the "Sale Price") determined as below

"Sale Price" - means

- (i) in the case of a Transfer Notice deemed to be served by Article 30 1, the aggregate subscription price of the said Shares,
- (ii) in all other cases, the price agreed between the Intending Transferor and the directors (within 5 clear days of the date of service of the corresponding Transfer Notice, or in default of agreement within such time, the price which the Auditors shall in writing certify to be in their opinion the fair value thereof as between a willing seller and a willing buyer on an arm's length sale as at the date of the Transfer Notice taking into account any bona fide offer from any person not being a member to purchase any of the said Shares comprised in or of the class comprised in the Transfer Notice (such value shall not be discounted by reason that the said Shares intended to be transferred are a minority holding, nor shall there be a premium for a majority holding),

If the Auditors are required to certify the fair value under this Article 30 6, the directors shall immediately give notice to the Auditors requesting such certification and in so certifying, the Auditors shall act as experts and not arbitrators and their decision shall be final and binding upon the parties

- 30 7 If the Auditors are required to certify the fair value under Article 30 6, the Company shall procure that their certificate shall be delivered to the Company as soon as practicable (and in any event within 30 clear days of instruction) and so soon as the Company receives the certificate it shall furnish a certified copy thereof to the Intending Transferor who (except in the case of a Transfer Notice required or deemed to be served by Articles 30, 30 1, 30 2 or 30 3, in which case the Intending Transferor shall have no right of cancellation) may by notice in writing given to the Company within 5 clear days of the service upon him of the said certified copy (as to which time shall be of the essence) cancel the Company's authority to sell the said Shares The cost of obtaining the certificate shall be borne equally by the Company and the Intending Transferor unless the Intending Transferor shall give notice of cancellation as aforesaid in which case he shall bear the said cost Save for the right of cancellation conferred by this paragraph, service or deemed service of a Transfer Notice shall be irrevocable

### **Invitation to Purchase**

- 30 8 Upon the price being fixed as aforesaid and provided the Intending Transferor (being entitled so to do) shall not give notice of cancellation as aforesaid the Company shall forthwith by notice in writing inform each member (other than the Intending Transferor) of the number and price of the said Shares and invite each such member to apply in writing to the Company within 10 clear days of the date of despatch of the Company's notice (which date shall be specified therein) for such maximum number of the said Shares (being all or any thereof) as he shall state in such application Any application made by any member not entitled to receive such invitation shall be disregarded

### **Allocation**

- 30 9 If any of the said members shall within the said period of 10 clear days apply for all or (except where the Transfer Notice properly provides otherwise) any of the said Shares, the Company by written notice to the applicants and the Intending Transferor (the "Allocation Notice") shall allocate the same (or so many of them as shall be applied for as aforesaid) to and amongst the applicants (and in case of competition pro-rata according to the number of Shares in respect of which they are registered or unconditionally entitled to be registered as holders) PROVIDED THAT no applicant shall be obliged to take more than the maximum number of shares specified by him as aforesaid The Company shall together with the Allocation Notice to be given to the Intending Transferor provide completed but unsigned stock transfer forms in favour of the applicants (the "Transfer Forms")

### **Transfer**

- 30 10 The Intending Transferor shall be bound to transfer the shares comprised in an Allocation Notice to the purchasers named therein against and subject to payment of the price the Company in

accordance with this Article 30 10 The Intending Transferor shall return the Transfer Forms by registered post to the registered office of the Company duly signed within 5 days of the date of the Allocation Notice and if he shall fail to do so, each of the directors severally shall be deemed to have been appointed attorney of the Intending Transferor with full power to execute, complete and deliver, in the name and on behalf of the Intending Transferor, transfers of the said Shares to the purchasers thereof against payment of the price to the Company On payment of the price to the Company the purchaser shall be deemed to have obtained a good receipt for such payment and on execution and delivery of the transfer the purchaser shall be entitled to insist upon his name being entered in the Register of Members as the holder by transfer of the said Shares so transferred to him and after the purchaser has been so registered the validity of such proceedings shall not be questioned by any person (except in the case of manifest error) The Company shall forthwith pay the price to the Intending Transferor or in the event the Intending Transferor refuses to accept such payment into a separate bank account in the Company's name and shall hold such price in trust for the Intending Transferor In the event any purchaser does not make payment to the Company within 10 clear days of the date of the Allocation Notice those of the said Shares allocated to him shall be reallocated amongst those of the remaining purchasers (if any) who have not previously been allocated the shares in question in accordance with Article 30 9 In the event no such purchasers remain then Article 30 11 shall apply

30 11 The Intending Transferor shall not be at liberty to transfer any of the said Shares to anyone other than those to whom such shares are allocated by the directors in an Allocation Notice

30 12 An obligation to transfer a share under the provisions of this Article 30 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

### **Registration**

31 Notwithstanding the provisions of the foregoing Articles the directors may decline to register

31 1 any transfer of any share (including the renunciation of any letter of allotment) on which the Company has a lien,

and further may decline to register any transfer of any share unless

31 2 the instrument of transfer duly executed and stamped is deposited at the office or at such other place (if any) as the directors may appoint accompanied by the certificate for the shares to which it relates (or an indemnity in respect thereof in a form reasonably acceptable to the Company) and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer (and if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do),

31 3 the instrument of transfer is in respect of only one class of share, and



- 31 4 in the case of a transfer to joint holders, the number of joint holders to whom the share is to be transferred does not exceed four

### **Drag-along**

- 32 Subject to Article 31 4, if both RSGF and SYSCF are Lead Investors ("the Majority Shareholders") and wish, acting together, to sell their Shares to a bona fide independent third party acting in good faith ("the Buyer") and

- (a) the Buyer makes an offer (in accordance with Article 32 1) to all the members holding Ordinary Shares other than the Majority Shareholders at the relevant time (other than the Buyer if he is a member) ("the Minority Shareholders") to purchase from them for cash and/or a cash alternative payable in full on completion of any sale their entire holdings of Ordinary Shares at the Prescribed Price per share, and
- (b) the Buyer has not received (within 14 days of the making of the Offer) acceptances of the Offer from all of the Minority Shareholders,

then on the giving of a notice by the Buyer to such non-accepting Minority Shareholders requiring them to accept the Offer, each of the non-accepting Minority Shareholders shall upon the giving of such notice be deemed to have accepted the Offer in respect of the Ordinary Shares held by him and become obliged to deliver up to the Buyer an executed transfer of such shares and the certificates in respect of the same

- 32 1 Any such offer as is referred to in Article 32 above ("Offer") must be made in writing and open for acceptance and irrevocable for a period of not less than 7 days and not more than 14 days and, in respect of each class of shares to which the Offer relates, must be on equivalent terms to the offers or agreements to purchase made by the Buyer to or with the Majority Shareholders in respect of shares of that same class, SAVE THAT, if the Buyer so wishes, the Offer may contain a condition that acceptance must be received for a specified percentage of all the shares in respect of which the Offer is made

- 32 2 If any such non-accepting Minority Shareholder as is referred to in Article 32 above shall not, within 7 days of becoming required to do so, execute a transfer in respect of the shares held by such member, then the directors shall authorise and instruct such person as they think fit to execute the necessary transfer(s) on his behalf and, against receipt by the Company (on trust for such member) of the purchase monies payable for the relevant shares, deliver such transfer(s) to the Buyer (or its agents) and register the Buyer (or its nominees) as the holder thereof, and after the Buyer (or its nominees) has been registered as the holder the validity of such proceedings shall not be questioned by any person (except in the case of manifest error)

- 32 3 For the purposes of this Article 32, "Prescribed Price" shall mean a price per share equal to the full cash equivalent of the highest price which, at the time of the making the relevant Offer, the Buyer has

agreed to pay or is prepared to offer to pay any members per share in respect of the same class of shares, taking into account any other consideration (for cash or otherwise) received or receivable by any such member which, having regard to the substance of the relevant transaction as a whole, can reasonably be regarded as part of the consideration paid (or provided) or payable

32 4 For so long as both RSGF and SYSCF is a Lead Investor, the provisions of this Article 31 shall be exercisable more than once

32 5 All other regulations of the Company in these Articles relating to the transfer of shares and the right to registration of transfers shall be read subject to the provisions of this Article 32, but this Article 31 shall only apply for so long as one or both RSGF and SYSCF is a Lead Investor

## **GENERAL MEETINGS AND RESOLUTIONS**

33 Regulations 37 to 39 (inclusive) shall apply

34 Every notice convening a general meeting shall comply with the provisions of section 372(3) of the Act as to giving information to members in regard to their right to appoint proxies. Notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to the directors and to the Auditors

35 The directors shall procure that the accounts of the Company in respect of any Financial Year are audited and laid before the Company in an annual general meeting to be held not later than three months after the end of the Financial Year to which they relate

36 No business shall be transacted at any meeting unless a quorum is present. A quorum shall consist of two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a member corporation, PROVIDED THAT so long as a Fund is a Lead Investor one such person shall be that Fund or a proxy or a duly authorised representative of that Fund

37 Regulations 42 to 45 (inclusive) shall apply

38 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. A poll may be demanded

38 1 by the chairman, or

38 2 by one or more members having the right to vote at the meeting,  
and a demand by a person as proxy for a member shall be the same as a demand by the member

- 39 Regulations 47, 48, 49, 51 and 52 shall apply
- 40 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall not be entitled to a casting vote in addition to any other vote he may have
- 41 A resolution in writing passed in accordance with the provisions of the Act, shall be as valid and effectual as if it had been passed at a general meeting of the Company duly convened and held Any such resolution may be contained in one document or in several documents in the same terms each signed by one or more of the members or their proxies or attorneys, and signature in the case of a body corporate which is a member shall be sufficient if made by a director or the secretary thereof or by its duly authorised representative
- 42 Any member or member's proxy or duly authorised representative (being a body corporate) may participate in a general meeting or a meeting of a class of members by means of a conference telephone or similar communications system (including an audio-visual communication or video-conference system) whereby all of those participating in the meeting can hear and address each other Such participation shall be deemed to constitute presence in person (or by proxy or authorised representative as appropriate) at such meeting for all purposes including that of establishing a quorum A meeting held by such means shall be deemed to take place where the largest group of participants in number is assembled In the absence of such majority, the location of the chairman shall be deemed to be the place of the meeting
- 43 Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these Articles, on a show of hands every member who (being an individual) is present in person or by proxy (or being a corporation) is present by a representative not being himself a member, shall have one vote for every fully paid share in the capital of the Company of which he is the holder, and on a poll every member who is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall have one vote for every fully paid share in the capital of the Company of which he is the holder
- 44 Regulations 55 to 63 (inclusive) shall apply

## **DIRECTORS**

- 45 Unless and until the Company in general meeting shall otherwise determine the number of directors shall not be less than three or more than five The Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director No

director of the Company shall be required to retire by rotation nor shall he be required to hold any share qualification

46 For so long as RSGF is a Lead Investor, it shall be entitled to appoint one director to the board of the Company and have the right of removal and reappointment of such director and shall be deemed to have sufficient votes to carry or defeat any resolution relating thereto For so long as SYSCF is a Lead Investor, it shall be entitled to appoint one director to the board of the Company and have the right of removal and reappointment of such director and shall be deemed to have sufficient votes to carry or defeat any resolution relating thereto RSGF and SYSCF acting together shall be entitled to appoint any Investor Director as chairman and have the right of removal and reappointment of such director as chairman and shall be deemed to have sufficient votes to carry or defeat any resolution relating thereto

47 Each Fund shall be entitled from time to time to appoint any person (an "Observer") to attend meetings of the directors Observers shall be entitled to speak at such meetings and to require that business be placed upon the agenda for any such meeting but shall not in any circumstances be entitled to vote

### **Alternate Directors**

48 Each director shall have power by notice in writing under his hand (which shall take effect on the service thereof at the registered office of the Company) to nominate

48 1 any other director, or

48 2 any person approved for that purpose by the directors (such approval not to be unreasonably withheld or delayed),

to act as his alternate, and at his discretion to remove such alternate director

49 An alternate director shall be for all purposes counted as a director of the Company and shall while so acting be entitled to

49 1 receive notices of all meetings of directors and of all meetings of committees of directors of which the director appointing him is a member (although it shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom), and

49 2 exercise and discharge all the functions, powers and duties of the director whom he represents (except as regards remuneration and the power to appoint an alternate)

50 Any director acting as alternate shall have an additional vote for each director for whom he acts as alternate but shall not be considered as two directors for the purpose of making a quorum of directors

- 51 An alternate director shall ipso facto cease to be an alternate director if his appointor ceases for any reason to be a director or on the happening of any event which if the alternate were a director would cause him to vacate such office
- 52 An alternate director shall during his appointment be an officer of the Company and save as otherwise provided in these Articles shall alone be responsible for his own acts and defaults and shall not be deemed to be an agent of the director appointing him
- 53 An appointment of an alternate shall not prejudice the right of the director appointing him to receive notice of and to attend and vote at meetings of the Board of directors

### **Powers of Directors**

- 54 Regulations 70, 71, 72, 78 and 79 shall apply
- 55 The directors may exercise all the powers of the Company (whether express or implied)
- 55 1 of borrowing or raising or securing the payment of money,
- 55 2 of guaranteeing the payment of money and the fulfilment of obligations and the performance of contracts, and
- 55 3 of mortgaging or charging the property, undertaking, assets and uncalled capital of the Company and of issuing debentures

### **Disqualification and Removal**

- 56 No director shall vacate his office or be ineligible for appointment or re-appointment as a director by reason only of his having attained any particular age, nor shall special notice be required of any resolution appointing or approving the appointment of such a director or any notice be required to state the age of the person to whom such resolution relates
- 57 The office of a director shall be vacated if
- 57 1 he is prohibited from being a director by an order made under the Company Directors Disqualification Act 1986 or any act replacing such act,
- 57 2 he becomes bankrupt or an interim order is made against him or he makes any arrangement or composition with his creditors generally,
- 57 3 he becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs,

- 57 4 (other than in the case of an Investor Director) he absents himself from attendance at two consecutive meetings of directors without special leave of absence from the board of directors (such leave not to be unreasonably refused) and they pass a resolution that he has by reason of such absence vacated office, or
- 57 5 by notice in writing to the Company he resigns his office

### **Remuneration and Interests**

- 58 Regulations 82, 83, 85, 86 and 87 shall apply

### **Proceedings**

- 59 Subject to the other provisions of these Articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom.
- 60 Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall not have a casting vote in addition to any other vote he may have.
- 61 The quorum for the transaction of the business of the directors shall be two, **PROVIDED THAT** in respect of RSGF and SYSCF at least one of the persons present is an Investor Director appointed by RSGF and/or SYSCF (if any). A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.
- 62 Subject to the other provisions of these Articles, the directors may appoint one of their number to be the chairman of the board of directors and may at any time remove him from that office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.
- 63 Without prejudice to the provisions of sections 177 and 182 CA 2006, a director may vote at, and be counted in the quorum of, a meeting of the Board, or of a committee of the Board, or any resolution concerning a matter in which he (or any person connected with him by virtue of section 252 CA 2006) has, directly or indirectly, an interest or duty which conflicts or possibly may conflict with the interests of the Company, provided that he has disclosed to the Directors the nature and extent of that interest or duty. Regulations 94 to 98 of Table A shall not apply to the Company.

64 Regulations 90, 92, 95 and 96 shall apply

65 A resolution in writing signed or approved by letter or facsimile or confirmed by exchange of electronic mail by all the directors for the time being entitled to receive notice of a meeting of the directors or of a committee of directors shall be as valid and as effective as a resolution passed at a meeting of the directors (or as the case may be) a committee of directors duly convened and held and may consist of several documents in the same terms, each signed or approved by one or more of the directors, but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity

66 Any director or its duly authorised representative (being a body corporate) may participate in a meeting of the directors or a committee of the directors by means of a conference telephone or similar communications system (including an audio-visual communication or video-conference system) whereby all of those participating in the meeting can hear and address each other. Such participation shall be deemed to constitute presence in person (or by authorised representative as appropriate) at such meeting for all purposes including that of establishing a quorum. A meeting held by such means shall be deemed to take place where the largest group of participants in number is assembled. In the absence of such majority, the location of the chairman shall be deemed to be the place of the meeting.

## **SECRETARY AND MINUTES**

67 Regulations 99 and 100 shall apply

## **NOTICES**

68 Regulations 111, 113 and 114 shall apply

69 A notice may be given by the Company to any member either personally or by sending it by prepaid first class post, airmail or facsimile to his registered address or to any other address supplied by him to the Company for the giving of notice to him.

70 In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders.

- 71 A member whose registered address is not within the United Kingdom and who gives to the Company an address at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company
- 72 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A properly addressed and prepaid notice sent by post shall be deemed to have been served at an address within the United Kingdom at the expiry of 48 hours after the notice is posted and, if served at an address outside the United Kingdom, at the expiry of five days from the date of posting
- 73 A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner authorised by these Articles for the giving of notice to a member, addressed to them by name, or by the personal representatives of the deceased, or trustee of the bankrupt or by any like description at the address, if any, supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred
- 74 Any member of the Company, empowered under these Articles to give or join in giving any notice to the Company, may sign such notice either personally or by his attorney or other agent duly authorised in writing in that behalf, or, being a corporation, under the hand of some person duly authorised by the board of directors or other governing body of that corporation. Every such notice shall take effect from the time of its receipt by the Company and may consist of several documents each signed by one or more such members

## **WINDING UP**

- 75 If the Company shall be wound up (whether the liquidation is voluntary, under supervision or by the Court) the liquidator may, with the authority of an extraordinary resolution of the Company, divide among the members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds and may for such purpose set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may with the like authority vest any part of the assets in trustees upon such trusts for the benefit of members as the liquidator with the like authority shall think fit and the liquidation of the Company may be closed and the Company dissolved,



but so that no member shall be compelled to accept any assets in respect of which there is liability  
The liquidator may make any provision or arrangement sanctioned by the Court

### **INDEMNITY**

- 76 Without prejudice to any indemnity to which a director may otherwise be entitled every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against
- 76 1 any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, and
- 76 2 all losses or liabilities properly incurred by him in or in connection with the execution and discharge of the lawful duties of his office
- 77 The directors shall have power to purchase and maintain, for any director officer or auditor of the Company, insurance against any such liability as is referred to in Article 76 and section 310 of the Act