

Company Number 6356912

**THE COMPANIES ACT 1985**  
(as amended by the Companies Act 1989)

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**COMPANY LIMITED BY SHARES**

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**ORDINARY AND SPECIAL RESOLUTIONS OF THE SHAREHOLDERS**

**OF**

**THE OFFICE (KIRBY) LIMITED (the "Company")**

Passed on 10 September 2007

Incorporated on 30 August 2007

On 10 September 2007, the following resolutions were duly passed

**ORDINARY RESOLUTIONS**

- 1 That, in substitution for all existing authorities the Directors be and are hereby generally and unconditionally authorised to allot relevant securities (within the meaning of section 80 of the Act) up to an aggregate nominal amount of the share capital of the Company which is unissued at the time of the passing of this resolution. This authority shall expire on the fifth anniversary of the date of this resolution, save that the Company may, before such expiry, make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the directors may allot relevant securities in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired.



- 2 That the 1,000 Ordinary Shares of £1 each, in the capital of the Company (whether issued or unissued) be sub-divided into 2,000 Ordinary Shares of £0 50 each having the respective rights set out in the articles of association of the Company

### SPECIAL RESOLUTION

- 1 That subject to the passing of resolution 1 the directors be and are empowered pursuant to section 95 of the Act to allot equity securities (within the meaning of section 94 of the Act) for cash up to the aggregate amount as set out in resolution 1 as if sub-section (1) of section 89 of the Act did not apply to the allotment This power shall expire on the fifth anniversary of the date of this resolution save that the Company may before such expiry make an offer or agreement which would or might require equity securities to be allotted after such expiry and the directors may allot equity securities in pursuance of such an offer or agreement
- 2 That the regulations contained in the printed document attached hereto and for the for the purpose of identification signed by the Chairman thereof be and the same are hereby approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of Association thereof

Signature



Print Name

P. Newman

Chairman

**Company Number: 6356912**

**THE COMPANIES ACTS 1985 TO 1989**

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**PRIVATE COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION**

**- of -**

**THE OFFICE (KIRBY) LIMITED**

**Adopted by written resolution passed on 16<sup>th</sup> September 2007**

**Company Number: 6356912**

**THE COMPANIES ACTS 1985 TO 1989**

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**PRIVATE COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION**

**- of -**

**THE OFFICE (KIRBY) LIMITED (the "Company")**

(adopted by written resolution passed on 10<sup>th</sup> September 2007)

**PRELIMINARY**

**1 Definitions and Interpretation**

- 1.1** In the interpretation of these Articles, the headings shall not affect the construction and, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

<b>"acting in concert"</b>	shall have the meaning set out in the City Code on Takeovers and Mergers,
<b>"Act"</b>	means the Companies Act 1985 and the Companies Act 1989, and (in either case) includes any statutory modification, amendment, variation or re-enactment thereof for the time being in force,
<b>"Adoption Date"</b>	means the date of adoption of these Articles,
<b>"Agreement"</b>	means the subscription and shareholders' agreement of even date with the Adoption Date made between the Company, the Managers, the Investor and Bridges Community Development Venture Fund II LP as the same may be supplemented, varied or amended hereafter,

<b>“Auditors”</b>	means the auditors for the time being of the Company,
<b>“Available Profits”</b>	means profits available for distribution with the meaning of part VIII of the Act,
<b>“Board”</b>	means the board of directors of the Company from time to time or, as the context may require, any duly authorised committee thereof,
<b>“Business Day”</b>	means a day (excluding Saturdays) on which banks are generally open in London for the transaction of normal banking business;
<b>“connected”</b>	in the context of determining whether one person is connected with another, shall be determined in accordance with the provisions of section 839 of ICTA;
<b>“Change of Control”</b>	means the obtaining by any person of control (within the meaning of section 840 of ICTA) of the Company following the Adoption Date other than as a result of a Listing,
<b>“Directors”</b>	means the directors for the time being of the Company and “ <b>Director</b> ” shall mean any of them,
<b>“Dividend Commencement Date”</b>	Has the meaning ascribed in Article 4 1(b),
<b>“Expert Valuer”</b>	means either <ul style="list-style-type: none"> <li>(a) the Auditors, or</li> <li>(b) an independent firm of Chartered Accountants to be agreed between the Board and the Seller or failing agreement within 28 days, such person as is appointed by the then President of the Institute of Chartered Accountants in England and Wales on the application of either party,</li> </ul>
<b>“Fair Value”</b>	means, in relation to any share in the capital of the Company, the value thereof as determined in accordance

with Article 17,

<b>“Financial Year” and “Financial Period”</b>	means an accounting reference period (as defined by the Act) of the Company,
<b>“Group”</b>	means the Company and any company which is a subsidiary of the Company, a holding company of the Company or a subsidiary of such holding company,
<b>“holder”</b>	means, in respect of any Share, the person or persons for the time being registered by the Company as the holder(s) of that Share,
<b>“ICTA”</b>	means the Income and Corporation Taxes Act 1988,
<b>“Issue Price”</b>	means, in respect of any Share, the amount paid up or credited as paid up thereon (including the full amount of any premiums at which such share was issued),
<b>“Investor”</b>	means Bridges Community Ventures Nominees Limited,
<b>“Investor Majority”</b>	means the holders of at least 51 per cent (in number) of the Shares for the time being in issue,
<b>“Listing”</b>	means the date upon which any of the equity share capital (as defined in section 731 of the Act) of the Company is admitted to the Official List of the UK Listing Authority or permission for any of the equity share capital of the Company to be dealt in on a share dealing market of any Recognised Investment Exchange,
<b>“Loan Notes”</b>	means the Loan Notes (as defined in the Agreement) issued by the Company to the Investor pursuant to the Agreement, constituted by the Loan Note Instrument,
<b>“Loan Note Holders”</b>	means the holders of the Loan Notes,
<b>“Loan Note Instrument”</b>	the instrument executed by the Company on or around the Adoption Date constituting £3,520,641 10 per cent

	unsecured loan notes 2012,
<b>"Manager Director"</b>	shall mean a director appointed by a Manager in accordance with Article 8 3,
<b>"Managers"</b>	shall have the same meaning ascribed thereto in the Agreement,
<b>"Ordinary Shares"</b>	mean the ordinary shares of £0 50 each in the capital of the Company;
<b>"Ordinary Shareholder"</b>	mean a holder of Ordinary Shares,
<b>"Realisation Event"</b>	means any of (i) any liquidation, dissolution or winding up of the Company or any subsidiary of the Company, (ii) any Sale; (iii) any return of capital by the Company to any holders of Shares, (iv) a Change of Control, (v) a disposal of all or substantially all of the undertaking and/or assets of the Company and its subsidiaries, or (vi) a Listing, in each case on an unconditional and fully effective basis, including any such completion following the satisfaction or waiver of all of the conditions to a conditional event or transaction,
<b>"Recognised Investment Exchange"</b>	has the definition ascribed to it in section 285(1)(a) of the Financial Services and Markets Act 2000,
<b>"Relevant Company"</b>	means the Company and/or any member of the Group and/or The Office Islington Limited and/or The Office (Kings Cross) Limited, The Office (Farringdon) Limited and/or The Office (Shoreditch) Limited and/or The Office (Bristol 1) Limited and/or The Office (Marylebone) Limited and/or The Office (Kirby) Limited,
<b>"Sale"</b>	means (a) the transfer (including any transfer within the meaning of Article 13 1) (whether through a single transaction or a series of transactions) of Shares as a result of which any person (or persons connected with each other, or persons acting in concert with each other) would hold or acquire beneficial ownership of or over that number of

shares in the Company which in aggregate confers 90 per cent or more of the voting rights normally exercisable at general meetings of the Company, or (b) a merger or comparable transaction in which the Company is not the surviving entity, or (c) the disposal by the Company of all or substantially all of its undertaking and assets in circumstances where proceeds thereof are directly or indirectly received by the shareholders of the Company, **PROVIDED** that no transfer pursuant to Article 11 or pursuant to a Listing shall constitute a Sale,

**“Shareholder”**

means the holder of any Shares,

**“Shares”**

means the shares in the capital of the Company from time to time,

**“Special Directors”**

means the Directors of the Company appointed (and replaced) from time to time by the Investor in accordance with Articles 71 and 72 and “**Special Director**” shall mean any of them,

**“Table A”**

means Table A in the schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No. 1052), and

**“UK GAAP”**

means United Kingdom Generally Accepted Accounting Principles

- 1.2 Words and expressions defined in or having a meaning provided by the Acts (but excluding any statutory modification not in force on the Adoption Date) shall, unless the context otherwise requires, have the same meanings when used in these Articles

**2 Table A**

- 2.1 The regulations contained in Table A, save in so far as they are expressly excluded or varied by these Articles, and the regulations contained in these Articles shall together constitute the regulations of the Company
- 2.2 The regulations of Table A numbered 24, 26, 73 to 77 (inclusive), 80 and 118 shall not apply to the Company



- 2.3** Regulation 62 of Table A shall be modified by the deletion of the words “not less than 48 hours” in paragraph (a) and the deletion of the words “not less than 24 hours” in paragraph (b)

## **SHARE RIGHTS**

### **3 Authorised Share Capital**

The authorised share capital of the Company at the Adoption Date is £1,000 divided into 2,000 Ordinary Shares. The rights and restrictions attaching to the Ordinary Shares are set out in these Articles

### **4 Income**

Subject to the provisions of Article 6, the Available Profits which may in the discretion of the Directors be determined to be distributed in respect of any Financial Year or other Financial Period shall be applied amongst the holders of the Ordinary Shares according to the amounts (excluding any premium) paid up or credited as paid up on the said Ordinary Shares held by them

### **5 Capital**

- 5.1** On a Realisation Event (but excluding a Sale or a Change of Control involving a transfer of shares in the Company whereby the provisions of Article 5.3 shall apply), the assets of the Company remaining after the payment of its liabilities or (as the case may be) the proceeds of such Realisation Event or (as the case may be) the amount of the capital returned shall be applied as follows

- (a) first, in paying to each of the Loan Note Holders, pro rata in accordance with their holding of Loan Notes, in priority to any classes of Shares, an amount equal to (i) the aggregate amount subscribed for Loan Notes by the relevant Loan Note Holder and (ii) interest outstanding on the Loan Notes in accordance with the provisions of the Loan Note Instrument,
- (b) second, in paying to each of the Ordinary Shareholders, an amount equal to the aggregate Issue Price for such shares (provided that, if there are insufficient remaining assets to pay the amounts equal to aggregate Issue Price, the remaining assets shall be distributed to the Ordinary Shareholders pro rata to their respective holdings of Ordinary Shares), and
- (c) the balance of such assets (if any) shall be distributed amongst the holders of Ordinary Shares pro rata to their respective holdings of Ordinary Shares

- 5.2** Where the Realisation Event involves or results in the proceeds being received by the Company, the Company and Shareholders shall procure that, so far as is lawful, such proceeds shall be distributed amongst the Shareholders in accordance with Article 5.1.

- 5.3** In the event of a Sale (other than a sale of assets in which case Article 5.1 shall apply) or a Change of Control, notwithstanding anything to the contrary in the terms and conditions governing such Sale, the selling Shareholders (immediately prior to such Sale) shall procure that the consideration (whenever received and in

whatever form) shall be held by a trustee nominated by the Board and shall be distributed amongst the Shareholders in the same order of priority as set out in this Article 5 1 and as if the consideration for such Sale represented all of the assets of the Company, after payment of liabilities, available for distribution to the Shareholders

**5.4** On the first Realisation Event to occur following the Adoption Date in respect of which, for any reason, the proceeds are wholly or partly otherwise than in cash.

- (a) the non-cash proceeds shall be treated for the purposes of Article 5 1 as being in cash at their then market value,
- (b) the Loan Note Holders shall be entitled to receive all the cash proceeds of such Realisation Event (if any) in priority to the holders of any Shares in part-satisfaction of their respective entitlements pursuant to the provisions of Article 5 1, and
- (c) (subject to Article 5.4(b)) the holders of Ordinary Shares shall be entitled to the balance of the proceeds of that Realisation Event (whether cash and non-cash or solely non-cash) in accordance with the provisions of Article 5 1 (but taking into account any entitlement of Loan Note Holders to cash proceeds pursuant to Article 5 4 (b))

**5.5** In the event of any dispute as to the method of, or underlying calculations of any Shares to be held pursuant to a reorganisation in connection with a Realisation Event, such dispute shall be referred (at the cost of the Company) to independent auditors for their written determination as being in their opinion fair and reasonable, which shall be conclusive and binding on all concerned, in the absence of manifest error

## **6 Redemption of Loan Notes**

The Company shall not pay any dividend or otherwise make any distribution of capital or otherwise decrease its profits available for distribution (each a “Distribution”) for so long as amounts remain payable to Loan Note Holders under the terms of the Loan Notes, unless such distribution has been previously approved in writing by each of the Loan Note Holders

## **7 Special Directors and Manager Directors**

**7.1** The Investor shall have the right from time to time to appoint any one person to be a non-executive director of the Company and to remove from office any person so appointed and to appoint another person in his place. A Special Director appointed pursuant to this Article 7 1 shall have the right to be appointed as a non-executive director of each subsidiary and parent undertaking of the Company and to be appointed to any remuneration, audit or other committee established by the Board (or any sub-committee thereof)

**7.2** Subject to the approval of the Managers (such approval not to be unreasonably withheld or delayed), in addition to the right to appoint a director set out in Article 7 1, the Investor shall have the right from time to time to appoint any additional one person to be a non-executive director of the Company and to remove from office

any person so appointed and to appoint another person in his place provided such person is approved by the Managers (such approval not to be unreasonably withheld or delayed) A Special Director appointed pursuant to this article shall have the right to be appointed as a non-executive director of each subsidiary and parent undertaking of the Company and to be appointed to any remuneration, audit or other committee established by the Board (or any sub-committee thereof)

- 7.3** Each Manager for so long as they remain a Shareholder, shall be entitled by notice in writing addressed to the Company from time to time to nominate for appointment as a director of the Company any one person and may remove from office any person so appointed and may appoint another person in his place provided that any such person so nominated is a person approved by the Investor (such approval not to be unreasonably withheld or delayed) No Manager shall be entitled to be a Director unless he continues to hold Shares provided always that if the only reason the Director no longer holds shares is because he has transferred them to a permitted transferee as set out in Article 11, he shall continue to hold office as a Director.
- 7.4** Any appointment or removal pursuant to Articles 7.1, 7.2 and 7.3 shall be in writing served on the Company and signed by the relevant holder(s) Such appointment or removal (which may consist of several documents) may be signed by or on behalf of any such holder by any Director or the secretary of such holder, by its duly appointed attorney or by its duly authorised representative (if a corporation)
- 7.5** Where the approval or consent of a Special Director is required under these Articles, it shall be valid only if given in writing and for these purposes
- 7.6** The Directors may by a resolution of the majority appoint a person (up to a maximum of two) who is willing to act to be a Director either to fill a vacancy or as an additional Director, with such conditions on retaining such appointment as the Directors may agree
- 7.7** The minimum number of Directors shall be two and the maximum number of Directors unless otherwise agreed by the Investor Majority, shall be six No meeting of Directors shall be quorate unless at least one Special Director and at least one Manager Director is present at the meeting of Directors (the "Quorum") and Regulation 89 of Table A shall be modified accordingly, provided that if there is no Quorum at any duly convened meeting of the Directors, such meeting shall stand adjourned to the same day in the next week at the same time and place (subject to reasonable notice of the time and place of such adjourned meeting having been duly given to both Manager Directors and both Special Directors) If there is no Quorum at the adjourned meeting, it shall be deemed to be quorate notwithstanding the absence of a Special Director and/or Manager Director Notwithstanding the above, a meeting of Directors shall be quorate if written consent has been provided by one Special Director and one Manager Director for such meeting to proceed in his absence

## **8 Subscription Rights**

- 8.1** Save in respect of any rights granted or to be granted over, or any allotment of Shares pursuant to (a) employee options, the grant of which has been approved by

the Investor, or (b) pursuant to clause 2 of the Agreement, all shares, securities convertible into shares or rights over shares ("**Relevant Securities**") which the Company proposes to allot or grant to any person (the **Proposed Allotees(s)**") shall (a) first be offered for subscription to the holders of shares of the same class of the Relevant Securities pro rata (on an as-converted basis) and (b) second, insofar as such offer shall not already have been accepted, shall be offered to all the holders of Shares (other than holders of Shares that are the same class as that of the Relevant Securities), pro rata to the number of Shares held respectively, in that order of priority as regards acceptances

- 8.2 Such offer shall be made by notice in writing specifying the number of Relevant Securities to which the relevant holder is entitled the price per share at which the Relevant Securities are to be so offered for subscription (being the "**Offer Price**" determined in accordance with Article 8 3 below) and limiting a time (being not less than two weeks) within which the offer (if not accepted) will be deemed to have been declined
- 8.3 The Offer Price shall be the price per Relevant Security offered for subscription or grant to the Proposed Allotee(s) provided that where such price per Relevant Security is not wholly in cash or there is a dispute between a holder of Shares and the Company as to the Offer Price, the Offer Price shall be such amount in cash as shall be certified in writing by the Auditors (acting as experts and not arbitrators) as being equivalent to the price per Relevant Security otherwise payable by the Proposed Allotee(s) Any appointment of the Auditors pursuant to this Article 8 3 shall ensure that the Auditors are instructed to reach a decision as soon as possible, and in any event within 30 days of being so instructed
- 8.4 Holders of Shares who accept the offer shall be entitled to indicate that they would accept, on the same terms, Relevant Securities (specifying a maximum number) which have not been accepted by other holders ("**Excess Securities**") Any Excess Securities shall be allotted to holders who have indicated they would accept Excess Securities Excess Securities shall be allotted pro rata to the aggregate number of Shares held by holders accepting Excess Securities (provided that no such holder shall be allotted more than the maximum number of Excess Securities such holder has indicated he is willing to accept) After the expiration of such time, or upon receipt by the Company of an acceptance or refusal of every offer so made, the Board shall be entitled to dispose of any Relevant Securities so offered, and which are not required to be allotted in accordance with Article 8 2, in such manner as the Board may think most beneficial to the Company at any price not less than the Offer Price If, owing to the inequality of the number of Relevant Securities to be issued and the number of Shares held by holders entitled to receive the offer of Relevant Securities, any difficulties shall arise in the apportionment of any such Relevant Securities amongst the Shareholders such difficulties shall (in the absence of direction by the Company) be determined by the Board (acting reasonably) The provisions of section 89(1) and section 90(1) to (6) (inclusive) of the Act shall not apply to the Company. Where the Company proposes to allot preference shares, this Article 8 shall be treated as amended so as to require a first offer only to preference shareholders and, after the expiry of the time set for acceptance, a second offer shall be made to other holders of Shares in like manner of those Shares not accepted in the first offer

## 9 Voting Rights

Subject to any special rights or restrictions as to voting attached to any Shares, no vote shall be taken on a show of hands and on a poll, every Shareholder (who is present in person or by proxy or, being a corporation by a representative) shall have one vote for each Ordinary Share, held by him

## TRANSFER OF SHARES

### 10 Transfers: General

10.1 No transfer of any Share shall be made or registered unless such transfer complies with the provisions of these Articles and the transferee has, if so required by the terms of the Agreement, first entered into an appropriate deed of adherence pursuant to the Agreement. Subject to the Agreement, the Board shall sanction any transfer so made unless (i) the registration thereof would permit the registration of a transfer of Shares on which the Company has a lien; or (ii) the Board is otherwise entitled to refuse to register such transfer pursuant to these Articles. Any transfer, or purported transfer, of any Shares in breach of these Articles shall be void

10.2 For the purposes of these Articles the following shall be deemed (but without limitation) to be a transfer by a Shareholder

- (a) any direction (by way of renunciation or otherwise) by a Shareholder entitled to an allotment or transfer of Shares that a Share be allotted or issued or transferred to some person other than himself, and
- (b) any sale or any other disposition (including by way of charge or other security interest) of any legal or equitable interest in a share (including any voting right attached to it), (i) whether or not by the relevant Shareholder, (ii) whether or not for consideration, and (iii) whether or not effected by an instrument in writing

### 11 Permitted Transfers

11.1 The Investor may at any time transfer all or any of its Shares (of any class) to

- (a) any other body corporate which is for the time being its subsidiary or holding company or another subsidiary of its holding company (each such body corporate being a “**Group Company**”) but if a Group Company whilst it is a Shareholder shall cease to be a Group Company in relation to the body first holding the relevant Shares following their allotment or following a transfer made in accordance with this Article 11 (otherwise than pursuant to this Article 11 1) it shall, within 21 days of so ceasing, transfer the Shares held by it to such body and failing such transfer the relevant holder(s) shall be deemed to have given a Transfer Notice pursuant to Articles 12 and 15; or
- (b) any partner, subsidiary company, holding company, affiliated private equity fund, venture capital fund, limited partnership, member or co-investment fund of, or which holds an interest in, the Investor or any company, affiliated private equity fund, venture capital fund, or co-investment fund in

which the Investor is interested or holds a partnership interest or of which the Investor is a member

- 11.2 Subject as herein provided, any Shareholder who is an individual (the "**Original Member**") may at any time transfer all or any of his Shares or any beneficial interest therein for whatever consideration to his or her spouse or adult children or adult step children or to the trustee or trustees (the "**Trustees**") of a family trust set up wholly for the benefit of one or more of the transferor his or her spouse children or step children and of which the said holder is the settlor (each a "**Permitted Transferee**") and a Permitted Transferee may transfer any of those Shares to any other Permitted Transferee but if a Permitted Transferee whilst it is a Shareholder shall cease to be a spouse in relation to the person first holding the relevant shares following their allotment or following a transfer made in accordance with this Article 11 he shall, within 21 days of so ceasing, transfer the Shares held by him to the person whose former spouse he was and failing such transfer the relevant holder(s) shall be deemed to have given a Transfer Notice pursuant to Articles 12 and 15
- 11.3 The Trustees may at any time (i) transfer all or any of their Shares to a company of which they hold the whole of the share capital and which is controlled by them **PROVIDED THAT** if any such company, while it is a member of the Company, shall cease to be such a company it shall, within 21 days of so ceasing, transfer the Shares held by it back to the Trustees or to a company of which the Trustees hold the whole share capital and which is so controlled failing which it or the relevant holder(s) (if different) shall be deemed to have given a Transfer Notice pursuant to Articles 12 and 15, or (ii) transfer all or any of their shares to the Original Member or to any other Permitted Transferee
- 11.4 Any Manager or Shareholder who is a Permitted Transferee of a Manager may at any time transfer all or any of his Shares to a Manager
- 11.5 Any person holding Shares transferred to him pursuant to Articles 11 2 or 11 3 shall be deemed to have irrevocably appointed the original transferor of such Shares as his proxy in respect of such Shares and no instrument of appointment shall be necessary to be deposited with the Company or any subsidiary of the Company
- 11.6 Subject always to the provisions of the Agreement, any Shareholder may at any time transfer all or any of his Shares in accordance with the provisions of the Act to the Company
- 11.7 Any Shareholder may at any time transfer all or any of his Shares to a nominee or trustee for that Shareholder alone and any such nominee or trustee of any person or persons may at any time transfer any shares to that person or persons or to another nominee or trustee for that person or persons **PROVIDED THAT** no beneficial interest in such shares passes by reason of any such transfer
- 11.8 Any Shares may be transferred pursuant to a transfer in respect of which a Drag Along Notice has been served pursuant to Article 13 1 (subject to Article 13 3) or pursuant to such a Drag Along Notice
- 11.9 Any Shares may be transferred pursuant to the acceptance of an offer to purchase Shares pursuant to Article 13 1.

## **12 Pre-Emption**

- 12.1** Subject to the provisions of Articles 12 8, 14 and 15 any Shareholder who wishes to transfer Shares (the “**Seller**”), otherwise than in accordance with Article 11, shall give notice in writing (the “**Transfer Notice**”) to the Company of his wish specifying
- (a) the number and class(es) of Shares which he wishes to transfer (the “**Sale Shares**”),
  - (b) the name of the third party (if any) to whom he proposes to sell the Sale Shares,
  - (c) the price at which he wishes to transfer the Sale Shares (which shall be deemed to be Fair Value of the Sale Shares if no price is specified) (the “**Transfer Price**”); and
  - (d) whether or not the Transfer Notice is conditional upon all, and not part only, of the Sale Shares being sold pursuant to the offer hereinafter mentioned and, if not, whether it is conditional upon the different classes of share, if relevant, comprised in the Sale Shares being sold in the same proportions which they bear to each other. In the absence of either such stipulation, it shall be deemed not to be so conditional
- 12.2** Where any Transfer Notice is deemed to have been given in accordance with these Articles, the deemed Transfer Notice shall be treated as having specified
- (a) that all of the Shares registered in the name of the Seller shall be included for transfer;
  - (b) that (subject to Article 15) the price for the Sale Shares shall be as agreed between the Board (any director with whom the Seller is connected (within the meaning of section 346 of the Act) not voting) and the Seller or, failing agreement, shall be Fair Value of the Transfer Shares (or the relevant value, in the case of a Transfer Notice deemed to have been given pursuant to Article 15 1), and
  - (c) that no condition as referred to in Article 12 1(d) shall apply
- 12.3** No Transfer Notice once given or deemed to be given in accordance with these Articles shall be withdrawn without the prior consent of the Board
- 12.4** The Transfer Notice shall constitute the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price
- 12.5** (a) The Company shall as soon as practicable following receipt of a Transfer Notice or in the case of deemed Transfer Notices, where later, upon the determination of the Transfer Price or, where later, following any invitation and acceptance under Article 12 5, give notice in writing to each of the Shareholders informing them that the Sale Shares are available and of the Transfer Price Such notice shall invite each Shareholder to state, in writing within 28 days from the date of such notice (which date shall be specified

therein), whether he is willing to purchase any and, if so, how many of the Sale Shares. Sale Shares shall be treated as offered in the first instance to all other holders of Shares of the same class as the Sale Shares (other than the Seller) in priority to all other classes of Shareholder and, in so far as such offer shall not be accepted by such persons, shall then be offered to the holders of Shares (other than holders of the same class as the Sale Shares)

- (b) Sale Shares shall be offered to each category of offeree on terms that, in the event of competition, the Sale Shares offered shall be sold to the holders accepting the offer in proportion (as nearly as may be) to their existing holdings of shares of the class or classes to which the offer is made (after excluding from the calculation of such proportion the Sale Shares) (the "**Proportionate Entitlement**") It shall be open to each such offeree to specify if he is willing to purchase shares in excess of his Proportionate Entitlement ("**Excess Shares**") and, if the offeree does so specify, he shall state the number of Excess Shares
- (c) After the expiry of the offers to be made pursuant to Article 12.5(a) (or sooner if all the Sale Shares offered shall have been accepted in the manner provided in Article 12.5(a)), the Board shall, allocate the Sale Shares in the following manner:
  - (i) if the total number of Shares applied for is equal to or less than the available number of Sale Shares the Company shall allocate the number applied for in accordance with the applications, or
  - (ii) if the total number of Shares applied for is more than the available number of Sale Shares, each holder shall be allocated his Proportionate Entitlement (or such lesser number of Sale Shares for which he may have applied) and applications for Excess Shares shall be allocated in accordance with such applications or, in the event of competition, (as nearly as may be) to each holder applying for Excess Shares in the proportion which Shares of the relevant class held by such holder bears to the total number of Shares of that class held by all such holders applying for Excess Shares **PROVIDED THAT** such holder shall not be allocated more Excess Shares than he shall have stated himself willing to take,

and in either case the Company shall forthwith give notice of each such allocation (an "**Allocation Notice**") to the Seller and each of the persons to whom Sale Shares have been allocated (a "**Member Applicant**") and shall specify in the Allocation Notice the place and time (being not less than 28 days after the date of the Allocation Notice) at which the sale of the Sale Shares shall be completed

- 12.6** Subject to Article 12.8, upon such allocations being made as aforesaid, the Seller shall be bound, on payment of the Transfer Price, to transfer the Sale Shares comprised in the Allocation Notice to the Member Applicants named therein at the time and place therein specified. If he makes default in so doing



- (a) the chairman for the time being of the Company or, failing him, one of the Directors, or some other person duly nominated by a resolution of the Board for that purpose, shall forthwith be deemed to be the duly appointed attorney and agent of the Seller with full power to execute, complete and deliver in the name and on behalf of the Seller all documents necessary to give effect to the transfer of the relevant Sale Shares to the Member Applicant,
- (b) the Board and/or any Director may receive and give a good discharge for the purchase money on behalf of the Seller and (subject to the transfer being duly stamped) enter the name of the Member Applicant in the register of members as the holder or holders by transfer of the shares so purchased by him or them, and
- (c) the Board shall forthwith pay the purchase money into a separate bank account in the Company's name and shall hold such money on trust (but without interest) for the Seller until he shall deliver up his certificate or certificates for the relevant shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate) to the Company when he shall thereupon be paid the purchase money

The appointment referred to in Article 12 6(a) shall be irrevocable and is given by way of security for the performance of the obligations of the relevant holder of shares in the Company under these Articles

**12.7** If the Seller shall have included in the Transfer Notice a provision that unless all the Sale Shares are sold none shall be sold and if the total number of Shares applied for by Member Applicants is less than the number of Sale Shares, then the Allocation Notice shall refer to such provision and shall contain a further invitation, open for 28 days, to those persons to whom Sale Shares have been allocated to apply for further Sale Shares and completion of the sales in accordance with the preceding paragraphs of this Article 12 shall be conditional upon such provision as aforesaid being complied with in full

**12.8** In the event of all the Sale Shares not being sold under the preceding paragraphs of this Article 12 the Seller may, at any time within two calendar months after receiving confirmation from the Company that the pre-emption provisions herein contained have been exhausted, transfer any Sale Shares (which have not been sold) to any person or persons at any price not less than the Transfer Price **PROVIDED THAT**

- (a) if the Seller stipulated in the Transfer Notice that unless all the Sale Shares were sold none should be sold, the Seller shall not be entitled, save with the written consent of all of the other holders of the Company, to sell hereunder only some of the Sale Shares comprised in the Transfer Notice to such person or persons, and
- (b) any such sale shall be a bona fide sale and the Board may require to be satisfied in such manner as it may reasonably require that the Sale Shares are being sold in pursuance of a bona fide sale for not less than the Transfer Price without any deduction, rebate or allowance whatsoever to the buyer and, if not so satisfied, may refuse to register the instrument of transfer

- 12.9 Notwithstanding any other provision of these Articles, no Shareholder shall be entitled to transfer any Share held by him in the capital of the Company unless the terms of the transfer (including, without limitation, the identity of the proposed purchaser and the price) have been approved in writing in advance by a Investor Majority

### 13 Drag Along

- 13.1 If any Shareholder or Shareholders wish to transfer 51 per cent or more of the Ordinary Shares in the Company pursuant to an arms' length offer (the "**Offer**") by a bona fide third party (the "**Purchaser**") independent of, and unaffiliated and not connected with such Shareholder(s), the Investor Majority may (together, if more than one), provided that it has given 30 days prior notice of such intention to the other Shareholders and, during that time, the other Shareholders have not made an offer to purchase the shares subject to the Offer on no less favourable terms than those offered by the Purchaser, serve a written notice on the Board stating that it wishes or they wish to sell on such basis to such Purchaser and stating the price per share payable under the Offer (the "**Drag Along Notice**") The Offer will be deemed upon service of such notice to the Board to have been extended to all the issued shares in the Company and all holders of Shares (the "**Called Shareholders**") will be deemed to have accepted the Offer referred to in the Drag Along Notice and be required to transfer their shares to the Purchaser on the [30]th day following the service of the Drag Along Notice to the Board, on the terms (including as to price (which for these purposes shall include any amount payable by the Purchaser (or parties connected with the Purchaser) which ought reasonably to be treated as consideration for shares) but without requiring the Called Shareholders to give any warranties or indemnities except as to title to their Shares) of the Offer If the application of this Article results in a Change of Control or a Sale, the provisions of Article 5 1 shall apply
- 13.2 If the Called Shareholders (or any of them) make default in transferring their Shares pursuant to this Article the provisions of Article 12 6 (references therein to the "Seller", "Sale Shares", "Member Applicant" and documents being constructed in accordance with this Article 13 2) shall apply to the transfer of such Shares mutatis mutandis

### 14 Tag Along

- 14.1 No sale or transfer of any Shares, excluding a permitted transfer in accordance with Article 11 or a transfer in accordance with Article 13, ("**Specified Shares**") shall be made or registered unless the proposed transferee has offered in writing to purchase a percentage (in number) of the Shares from each holder thereof equal to the percentage of the proposed transferor's holding of Shares, as the case may be, to be transferred pursuant to the relevant transactions The price to be offered by the proposed transferee shall be the Specified Price Such offer shall be capable of acceptance for a period of not less than 30 days. If any such offer is accepted, the sale and registration of the transfer of the Specified Shares shall be conditional on completion of the purchase of each acceptor's Shares and no holder of Shares shall be required to give any warranty in relation to such transfer, other than as to title to the Shares transferred

- 14.2 For the purpose of this Article, the “**Specified Price**” shall mean a price per Share equal to that offered or paid or payable by the proposed transferee or transferees for the Specified Shares to the holders thereof plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Specified Shares which having regard to the substance of the transaction as a whole can reasonably be regarded as a part of the price paid or payable for the Specified Shares (excluding, for the avoidance of doubt, any sum genuinely payable by way of compensation for other benefits given up) In the event of disagreement about the calculation on the determination of the Specified Price under this sub-paragraph shall thereof be referred (at the cost of the Company) to the Auditors (acting as experts and not arbitrators) whose decision shall be final and binding

## 15 **Compulsory Transfers**

- 15.1 Whenever any employee of a Relevant Company or any individual who is otherwise having his services provided to any Relevant Company (the “**Departing Employee**”) shall, for any reason, cease to be an employee of the Relevant Company or shall cease to have his services provided to the Relevant Company and shall not continue in any such capacity or upon the business of the Relevant Company of which he is an employee or to which his services are provided being sold by the Relevant Company or upon the Relevant Company (other than the Company) of which he is an employee or to which his services are provided being sold by the Company and, in either such case, he ceases to be an employee of, or person whose services are provided to, either the Company or any of its then remaining subsidiaries then the Board may at any time during the period of 12 months following the date of such cessation serve a written notice (the “**Company Notice**”) on all or any of the following
- (a) such Departing Employee, in respect of all Shares of whatever class then held by him,
  - (b) any person or persons (or their nominees) (collectively, the “**Departing Employee Associate**”) who, at or before the time of the allotment, issue, transfer or other acquisition of Shares to or by the Departing Employee's Associate, is designated as the holder of Shares on behalf of or in the place of the relevant Departing Employee,
  - (c) any person or persons (or their nominees) to whom Shares formerly held by such Departing Employee or Departing Employee's Associate have been transferred (whether or not by such Departing Employee or, as the case may be, Departing Employee's Associate) pursuant to Article 11 (other than Article 11 8), in respect of all Shares so transferred,
  - (d) any person or persons who, in relation to the Departing Employee or Departing Employee's Associate, is or are a Trustee or Trustees (as defined in Article 11 2) (or their nominees), in respect of all Shares of whatever class then held by such Trustees, and
  - (e) any person or persons (or their nominees) to whom Shares formerly held by such Trustee(s) (or their nominees) have been transferred pursuant to Article

11 (other than Article 11 8) (whether or not by such Trustee(s) or their nominee(s)), in respect of all shares so transferred,

all of such persons, inclusive of the Departing Employee and Departing Employee's Associate, being the "**Retiring Members**") The Company Notice may require the relevant Retiring Member(s) to give a Transfer Notice (and, if no such Transfer Notice is given within ten days of the date of the Company Notice, the relevant Retiring Member(s) shall automatically be deemed to have given a Transfer Notice) to the Company indicating that he desires and/or they desire (as the case may be) to transfer all of his and/or their (as the case may be) Shares (the "**Transfer Shares**")

**15.2** The following provisions apply in relation to the price to be paid for the Transfer Shares

- (a) subject to Article 15.4, if the reason for the person having become a Departing Employee is
  - (i) for one of the reasons set out in Article 15 2(b)(i) to (iv) (inclusive) or if the Board (with the consent of the Special Directors) so determines, the Transfer Price shall be the Fair Value of the Transfer Shares,
  - (ii) for any reason other than one of the reasons set out in Article 15.2(b)(i) to (iv) (inclusive), the Transfer Price shall be the nominal value of the Transfer Shares.
- (b) The reasons mentioned in Article 15 2(a) are
  - (i) his death,
  - (ii) his ill health (including permanent insanity) or permanent disability,
  - (iii) his retirement on reaching the later of age 60 and normal retirement age under the Departing Employee's service contract or other arrangements pursuant to which his services are provided, or
  - (iv) his dismissal or termination by the Relevant Company of other arrangements pursuant to which his services are provided to the Relevant Company in circumstances which do not justify (or which, if the Departing Employee were an employee would not so justify) the summary dismissal or summary termination of the Departing Employee

**15.3** As from the date a Transfer Notice is deemed to have been given pursuant to and in accordance with Article 15 1 until such time as the provisions of Article 12 have been complied with in relation to the Transfer Shares comprised in the Transfer Notice, the shares in respect of which such notice is given shall cease to entitle the holder thereof (or any proxy) to any voting rights (whether on a show of hands or on a poll) otherwise attaching to such Shares or to any further Shares issued in right of such shares or in pursuance of any offer made to the holder thereof whether such rights would otherwise have been exercisable at a general meeting of the Company or any separate meeting of the class in question

- 15.4** In the event that the Departing Employee ceases to be an Employee of a Relevant Company after a period of 5 years from the commencement of his employment, the Transfer Price shall be Fair Value irrespective of the reasons for the person becoming a Departing Employee save in circumstances where the Departing Employee has been summarily dismissed in which case the Transfer Price shall be the nominal value.

## **16 Valuation of Shares**

- 16.1** Subject to the provisions of Articles 14.2 or 15.2, in the event that the Expert Valuer is required to determine the price at which Shares are to be transferred pursuant to these Articles, such price shall be the amount, subject to Article 16.2, which the Expert Valuer, on the application of the Board (which application shall be made as soon as practicable following the time it becomes apparent that a valuation pursuant to this Article 16 is required), shall certify in writing to be the Fair Value of the relevant Shares (calculated as a rateable proportion corresponding to their percentage interest and on a basis as if all options had been exercised, but taking into account all restrictions on transfer contained in these Articles other than those contained in Article 15.1)
- 16.2** In arriving at the Fair Value of the relevant Ordinary Shares comprised in the Transfer Notice, the Expert Valuer shall be instructed to determine the price obtainable on a sale for cash of the relevant shares between a willing buyer and a willing seller and assuming that the entire issued share capital of the Company is being sold without any discount being applied in respect of any minority interests, as at the date on which the Transfer Notice is given, or deemed to have been given
- 16.3** Notwithstanding the provisions of Article 16.1, the Board may in its absolute discretion at any time the Fair Value of any Shares in the Company is required to be calculated, require that a previously determined Fair Value be used, provided that such previously determined Fair Value was determined within three months of the exercise of the Board's discretion pursuant to this Article 16.3
- 16.4** In so certifying, the Expert Valuer shall act as experts and not as arbitrators and their decision shall be conclusive and binding on the Company and upon all of its shareholders for the purposes of these Articles
- 16.5** The costs of the Expert Valuer shall be borne by the Company unless, in the case of a determination required pursuant to the provisions of Article 12.2, the amount determined by the Expert Valuer is less than that suggested by the Board in which event the costs of the Expert Valuer shall be borne by the Seller

## **17 Compliance and Disenfranchisement**

- 17.1** For the purpose of ensuring (i) that a transfer of Shares is duly authorised under these Articles or that (ii) no circumstances have arisen whereby a Transfer Notice is required to be or ought to have been given under these Articles, the Board may require any member or the legal personal representatives of any deceased member or any person named as transferee in any transfer lodged for registration or such other person as the Board may reasonably believe to have information relevant to such purpose, to furnish to the Company such information and evidence as the Board may think fit regarding any matter which they deem relevant to such

purpose; including (but not limited to) the names, addresses and interests of all persons respectively having interests in the Shares from time to time registered in the holder's name

- 17.2 Failing such information or evidence being furnished to enable the Board to determine to its reasonable satisfaction that no such Transfer Notice is required to be or ought to have been given, or that no such offer is required to be or ought to have been made, or that as a result of such information and evidence the Board is reasonably satisfied that such Transfer Notice is required to be or ought to have been given, or that such an offer is required to be or ought to have been made where the purpose of the enquiry by the Board was to establish whether a Transfer Notice is required to be or ought to have been given, then a Transfer Notice shall be deemed to have been given by the holder of the relevant shares in respect of such shares.

## **GENERAL**

### **18 General Meetings**

- 18.1 In Regulation 38 of Table A, the following shall be substituted for the second paragraph

“The notice shall specify the time and place of the meeting and, in the case of special business, the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the directors and Auditors and the appointment of, and the fixing of the remuneration of, the Auditors”

In Regulation 38 of Table A, the words “or a resolution appointing a person as a director” shall be deleted

- 18.2 With respect to any such resolution in writing as is referred to in Regulation 53 of Table A

in the case of joint holders of a Share the signature of any one of such joint holders shall be sufficient for the purposes of Regulation 53,

in the case of a corporation which holds a Share, the signature of any director or the secretary thereof shall be sufficient for the purposes of Regulation 53

- 18.3 In Regulation 62 of Table A (time for deposit of proxy) the words “not less than 48 hours” and “not less than 24 hours” shall be deemed to be deleted

- 18.4 A poll may be demanded at a general meeting either by the chairman of the meeting or by any holder who is present in person, by proxy or by duly authorised representative (if a corporation) and who, in any such case, has the right to vote at the meeting, and regulation 46 of Table A shall be modified accordingly

## **19 Removal of Directors**

The office of any Director shall be vacated if

- (a) (in the case of an executive Director only) he shall, for whatever reason, cease to be employed by or contracted to provide services to the Company or any subsidiary of the Company and cease to be employed in any such capacity,
- (b) (other than in the case of a Special Director) all the other Directors request his resignation in writing; or
- (c) (in the case of a Special Director) notice of his removal shall be served in accordance with Article 7.1; or
- (d) (in the case of a Manager Director) notice of his removal shall be served in accordance with Article 7.3,

and the provisions of regulation 81 of Table A shall be extended accordingly

## **20 Retirement of Directors**

The Directors shall not be liable to retire by rotation and, accordingly, the second and third sentences of regulation 79 of Table A shall not apply to the Company, in regulation 78 of Table A, the words "Subject as aforesaid" and the words "and may also determine the rotation in which any additional directors are to retire" shall be deleted

## **21 Alternate Directors**

- 21.1** The appointment by any Director of an alternate director shall not be subject to approval by a resolution of the Board and regulation 65 of Table A shall be modified accordingly. In regulation 67 of Table A the words "but, if" and the words following them (to the end of that regulation) shall be deleted
- 21.2** An alternate director shall not be entitled (as such) to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may, by notice in writing to the Company from time to time, direct, and the first sentence of regulation 66 of Table A shall be modified accordingly
- 21.3** A Director, or any such other person as is mentioned in regulation 65 of Table A, may act as an alternate director to represent more than one Director, and an alternate director shall be entitled at any meeting of the Board (or of any committee of the Board) to one vote for every Director whom he represents (in addition to his own vote (if any) as a Director), but he shall count as only one for the purpose of determining whether a quorum is present at (and during) any such meeting.

## **22 Proceedings of Directors**

- 22.1** Any Director or member of a committee of the Board may participate in a meeting of the Board or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can

hear and speak to each other, and any Director or member of a committee participating in a meeting in this manner shall be deemed to be present in person at such meeting

**22.2** A Director shall be entitled to cast one vote as a Director and be counted in the quorum in respect of any resolution concerning a matter in which he has, directly or indirectly, an interest or duty (whether or not it may conflict with the interests of the Company) Regulations 94 to 98 (inclusive) of Table A shall not apply to the Company

**22.3** Regulation 88 of Table A shall be modified by the deletion of the words “the Chairman shall have a second or casting vote” and the substitution therefor of “the Chairman shall not have a second or casting vote”.

**22.4** In the event of a deadlock situation, the chairman shall have a casting vote

## **23 Costs**

Where, in accordance with these Articles, any matter is referred to the Auditors (or any other expert) for determination or certification, the costs of the Auditors or such expert shall (save as expressly provided otherwise in these Articles) be borne by the Company

## **24 The Seal**

The Company may have an official seal for use abroad under the provisions of the Act, where and as the Board shall determine, and the Company may by writing under the common seal appoint any agents or agent, committees or committee abroad to be the duly authorised agents of the Company, for the purpose of affixing and using any such official seal, and may impose such restrictions on the use thereof as may be thought fit Wherever in these Articles reference is made to the common seal of the Company, the reference shall, when and so far as may be applicable, be deemed to include any such official seal as aforesaid

## **25 Indemnity**

Subject to the provisions of the Act, every Director or other officer of the Company shall be indemnified out of the assets of the Company against all costs, charges, expenses, losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment 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 any court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company No Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the proper execution of the duties of his office or in relation thereto This Article 26 shall only have effect in so far as its provisions are not avoided by section 310 of the Act The Board shall have power to purchase and maintain for any Director or other officer of the Company insurance against any liability which, by virtue of any rule of law, would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company