

Company Number: 06475379

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTIONS**

**- of -**

**ABINGDON HEALTH LIMITED**

**(the "Company")**

Circulated this 10<sup>th</sup> day of June 2008

THURSDAY



Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that

- resolutions 1 and 2 below are passed as ordinary resolutions (together "Ordinary Resolutions"), and
- resolutions 3 and 4 below are passed as special resolutions (together "Special Resolutions")

**ORDINARY RESOLUTIONS**

- 1 THAT the authorised share capital of the Company be increased from £100 to £500 by the creation of 400 ordinary shares of £1 00 each ranking par passu in all respects with the existing ordinary shares of £1 00 each in the capital of the Company
- 2 THAT subject to passing resolution 1, the directors be and they are hereby generally and unconditionally authorised for the purposes of section 80 of the Companies Act 1985 (the "Act") to exercise all powers of the Company to allot relevant securities (within the meaning of that section) up to an aggregate nominal amount of £400, provided that this authority shall, unless renewed, varied or revoked by the Company in general meeting, expire on the fifth anniversary of the date on which the resolution was passed unless renewed, varied or revoked by the Company in general meeting, but 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. This authority is in substitution for all previous authorities conferred upon the directors pursuant to section 80 of the Act, but without prejudice to the allotment of any relevant securities already made or to be made pursuant to such authorities.

### **SPECIAL RESOLUTIONS**

3 THAT subject to the passing of resolution 2, the directors be and they are empowered pursuant to section 95 of the Companies Act 1985 (the "Act") to allot equity securities (within the meaning of section 94(2) to section 94(3A) of the Act) wholly for cash pursuant to the authority conferred by the previous resolution as if section 89(1) of the Act did not apply to any such allotment, provided that this power shall be limited to the allotment of equity securities

(a) in connection with an offer of such securities by way of rights to holders of ordinary shares in proportion (as nearly as may be practicable) to their respective holdings of such shares, but subject to such exclusions or other arrangements as the directors may deem necessary or expedient in relation to fractional entitlements or any legal or practical problems under the laws of any territory, or the requirements of any regulatory body or stock exchange, and

(b) otherwise than pursuant to sub-paragraph (a) above up to an aggregate nominal amount of £400,

and shall expire five years from 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 any such offer or agreement notwithstanding that the power conferred by this resolution has expired.

This power applies in relation to a sale of shares which is an allotment of equity securities by virtue of section 94(3A) of the Act as if in the first paragraph of this

resolution the words "pursuant to the authority conferred by the previous resolution" were omitted

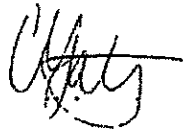
- 4 That with immediate effect the Company adopt new Articles of Association in substitution for, and to the exclusion of, the existing Articles of Association of the Company in the form attached to this written resolution

#### AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Ordinary Resolutions and Special Resolutions

The undersigned, a person entitled to vote on the above resolutions on 10 June 2008, hereby irrevocably agrees to the Ordinary Resolutions and Special Resolutions

Signed by Chris Yates



Date

10 June 2008.

#### NOTES

- 1 You can choose to agree to all of the Ordinary Resolutions and Special Resolutions or none of them but you cannot agree to only some of the resolutions. If you agree to the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company to Beech House, Long Ridge Lane, Upper Poppleton, York, YO26 6HB

If you do not agree to all of the resolutions, you do not need to do anything. You will not be deemed to agree if you fail to reply.

- 2 Once you have indicated your agreement to the resolutions, you may not revoke your agreement.

- 3 Unless, by 28 days after the circulation date, sufficient agreement has been received for the resolutions to pass, they will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or during this date.
- 4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document.

**THE COMPANIES ACTS 1985 AND 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**- of -**

**ABINGDON HEALTH LIMITED ("the Company")**

**(Adopted by Special Resolution passed on 10 June 2008)**

**1. INTRODUCTION**

- 1.1 The Regulations contained or incorporated in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985/805) as amended by the Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007/2541) and as otherwise amended before the adoption of these Articles ("Table A") shall apply to the Company, except insofar as they are varied or excluded by, or are inconsistent with, the following Articles
- 1.2 In Regulation 1 of Table A, the words "and in Articles of Association adopting the same" shall be inserted after the word "Regulations" in the last paragraph of that Regulation. The sentence "Any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force" shall be inserted at the end of that Regulation
- 1.3 Article headings are used for convenience only and shall not affect the construction or interpretation of these Articles
- 1.4 Words in the singular shall include the plural and vice versa
- 1.5 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in Table A shall have the same meanings in these Articles
- 1.6 Regulations 8, 29 to 31 (inclusive), 76, 77, 94 to 98 (inclusive) and 118 of Table A shall not apply to the Company
- 1.7 Regulation 6 of Table A shall be modified so that reference to the company seal is deleted

- 1 8 Regulation 18 of Table A shall be modified by adding the following words at the end of the first sentence "and all expenses that may have been incurred by the Company because of such non-payment "
- 1 9 Regulation 78 of Table A shall be modified by deleting the words " and may also determine the rotation in which any additional Directors are to retire"
- 1 10 Regulation 84 of Table A shall be modified by deleting the third and final sentences
- 1 11 Regulation 89 of Table A shall be modified by deleting the words " may be fixed by the Directors and unless so fixed at any other number " in the first sentence, and
- 1 12 Regulation 101 of Table A shall be modified by adding the words " if the Company has one," after the words "the seal" at the beginning of that Regulation The following sentence shall also be added to that Regulation "Any instrument expressed to be executed by the Company and signed by two Directors, or by one Director and the Secretary, by the authority of the Directors or of a committee authorised by the Directors shall (to the extent permitted by the Companies Acts) have effect as if executed under seal "

## 2. INTERPRETATION

In these Articles, the following words have the following meanings

"1985 Act"	the Companies Act 1985 (as amended), and in force before the adoption of these Articles,
"2006 Act"	the Companies Act 2006, in force before the adoption of these Articles,
"Acting in Concert"	has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended),
"Bad Leaver"	a Departing Employee Shareholder, where that Employee Shareholder is not a Good Leaver,
"Board"	the board of Directors and any committee of the board constituted for the purpose of taking any action or decision contemplated by these Articles,
Business Day	a day (other than a Saturday, Sunday or public holiday) when clearing banks in the City of London are open for the transaction of normal banking business,

"Controlling Interest"	means an interest in shares giving to the holder or holders control of the Company within the meaning of Section 840 of ICTA,
"Departing Employee Shareholder"	an Employee Shareholder who ceases to be a director or employee of the Company (or any other Group Company) and does not continue as, or become, a director or employee of any other Group Company,
"Director"	a director of the Company from time to time,
"Employee Shareholder"	a Shareholder who is, or has been, a director and/or an employee of any Group Company,
"Encumbrance"	any mortgage, charge, security, interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including, without limitation, any retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected other than liens arising by operation of law),
"Exit"	<ul style="list-style-type: none"> <li>(i) the disposal by the Company of all, or a substantial part of, its business and assets ("Asset Sale"), or</li> <li>(ii) the sale of (or the grant of a right to acquire or to dispose of) any of the shares in the capital of the Company (in one transaction or as a series of transactions) which will result in the buyer of those shares (or grantee of that right) and persons Acting in Concert with him together acquiring a Controlling Interest in the Company, except where the shareholders and the proportion of shares held by each of them following completion of the sale are the same as the shareholders and their shareholdings in the Company immediately before to the sale ("Share Sale"), or</li> <li>(iii) the successful application and admission of all or any of the shares in</li> </ul>

the capital of the Company, or securities representing such shares to the Official List of the UK Listing Authority or on the AIM market operated by the London Stock Exchange plc, or the Nasdaq National Stock Market of the Nasdaq Stock Market Inc, or to any recognised investment exchange (as defined in Section 285 of the Financial Services and Markets Act 2000 (as amended)) ("Listing"),

"Founder Shareholders"

Christopher Hand, Christopher Yates and Brett Pollard,

"Good Leaver"

a Departing Employee Shareholder who retires due to ill health, dies, or gives 12 month notice of his intention to resign (following completion of an initial 12 month period of employment from the adoption of these articles) or is deemed to be a good leaver by the remaining Directors;

"Group"

the Company and each and any of its Subsidiaries from time to time, and "Group Company" shall be construed accordingly,

"ICTA"

the Income and Corporation Taxes Act 1988,

"Independent Expert"

an independent firm of accountants **OR** the president, for the time being, of the Institute of Chartered Accountants of England and Wales (acting as an expert and not as an arbitrator),

"Ordinary Shares"

the ordinary shares of £1 each in the capital of the Company,

"Permitted Transfer"

a transfer by a Shareholder to, if the Shareholder is a company, a member of its Group, or if the Shareholder is an individual, a member of that Shareholder's family or a family trust,

"Relevant Securities"

any shares or other securities convertible into, or carrying the right to subscribe for those shares, issued by the Company after the date on which these Articles are adopted, but excluding

- (a) any shares which the Company is required to issue by reason of a right specifically attached to Shares under these Articles, and
  - (b) the Shares proposed to be issued under Clause 2 of the shareholders' agreement made between Christopher Hand, Christopher Yates and Brett Pollard and the Company on or around 8 June 2008,
- "Sale" an Asset Sale or a Share Sale,
- "Sale Shares" the shares specified or deemed to be specified for sale in a Transfer Notice or Deemed Transfer Notice,
- "Seller" the transferor of shares pursuant to a Transfer Notice,
- "Shares" the Ordinary Shares from time to time,
- "Shareholder" a holder of shares in the Company,
- "Subsidiary" and "Subsidiary Undertaking" shall have the meanings given to them in the 1985 Act,
- "Termination Date"
- (a) where employment ceases by virtue of notice given by the employer to the employee, the date on which such notice expires,
  - (b) where a contract of employment is terminated by the employer and a payment is made in lieu of notice, the date on which notice of termination was served,
  - (c) where an Employee Shareholder dies, the date of his death,
  - (d) where the Employee Shareholder concerned is a director but not an employee, the date on which his service agreement with the Company is terminated,
- and in any other case, the date on which the employment agreement is terminated,

"Transfer Notice"

a notice in writing given by any Shareholder to the Company where that Shareholder desires, or is required by these Articles, to transfer (or enter into an agreement to transfer) any shares. Where such notice is deemed to have been served, it shall be referred to as a "Deemed Transfer Notice"

### **3. SHARE CAPITAL**

3 1 The authorised share capital of the Company at the date of adoption of these Articles is £300 divided into 300 Ordinary Shares of £1 each

3 2 The Ordinary Shares the same rights and privileges and rank *pari passu* in all respects

### **4. LIEN**

The Company shall have a first and paramount lien on all Shares whether fully paid or not registered (whether as sole registered holder or as one of two or more joint holders) in the name of any person indebted or under liability to the Company for all monies presently payable by him or his estate to the Company. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation

### **5. PROCEEDINGS AT GENERAL MEETINGS**

No business shall be transacted at any meeting unless a quorum is present. Three persons each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum

### **6. FURTHER ISSUES OF SHARES**

6 1 Subject to the remaining provisions of this Article 6, the Directors are generally and unconditionally authorised, for the purpose of Section 80 of the 1985 Act to exercise any power of the Company to

6 1 1 offer, allot or grant rights to subscribe for, or

6 1 2 convert securities into, or

6 1 3 otherwise deal in, or dispose of,

any Shares to any person, at any time and subject to any terms and conditions as the Directors think proper

6 2 The authority referred to in Article 6 1

6 2 1 shall be limited to a maximum nominal amount of Shares equal to the amount of the authorised but unissued share capital of the Company immediately following the date on which these Articles are adopted,

- 6 2 2 shall only apply insofar as the Company in general meeting has not renewed, waived or revoked it, and
- 6 2 3 may only be exercised for a period of five years commencing on the date on which these Articles are adopted, save that the Directors may make an offer or agreement which would, or might, require relevant securities to be allotted after the expiry of such authority (and the Directors may allot relevant securities in pursuance of an offer or agreement as if such authority had not expired)
- 6 3 In accordance with Section 91(1) of the 1985 Act, Sections 89(1) and 90(1) to (6) (inclusive) of the 1985 Act shall not apply to an allotment of Equity Securities made by the Company
- 6 4 Unless otherwise agreed by special resolution, or by written resolution passed in accordance with Section 283(2) of the 2006 Act, if the Company proposes to allot any Relevant Securities, those Relevant Securities shall not be allotted to any person unless the Company has first offered them to all Shareholders on the same terms, and at the same price, as those Relevant Securities are being offered to other persons on a pari passu and pro rata basis to the number of Shares held by those holders (as nearly as possible without involving fractions) The offer
- 6 4 1 shall be in writing, and give details of the number and subscription price of the Relevant Securities, and
- 6 4 2 may stipulate that any Shareholder who wishes to subscribe for a number of Relevant Securities in excess of the proportion to which each is entitled shall, in its acceptance, state the number of excess Relevant Securities ("Excess Securities") for which they wish to subscribe
- 6 5 Any Relevant Securities not accepted by Shareholders pursuant to the offer made to them in accordance with Article 6 4 shall be used for satisfying any requests for Excess Securities made pursuant to Article 6 4 If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants pro rata to the number of Shares held by the applicants immediately before the offer was made to Shareholders in accordance with Article 6 4 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any Shareholder beyond that applied for by him) After that allotment, any Excess Securities remaining shall be offered, subject to Article 6 7, to any other person as the Directors may determine, at the same price and on the same terms as the offer to the Shareholders
- 6 6 Subject to Article 6 4, Article 6 5 and to Section 80 of the 1985 Act, any Relevant Securities shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper Any such allotment must be approved in writing by Shareholders holding 75% or more of the voting rights in the Company

## **7. TRANSFER OF SHARES**

- 7.1 In Article 7, Article 8, Article 10, Article 11 and Article 12, reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or encumbrance over that Share, and reference to a Share includes a beneficial or other interest in a Share
- 7.2 No Share may be transferred unless the transfer is made in accordance with these Articles or unless such transfer is a Permitted Transfer
- 7.3 If a Shareholder transfers (or purports to transfer) a Share other than in accordance with these Articles, he shall be deemed to have served a Transfer Notice immediately in respect of all Shares held by him
- 7.4 Any transfer of a Share by way of sale that is required to be made under Article 7, Article 8, Article 10, Article 11 and Article 12 shall be deemed to include a warranty that the transferor sells the Share with full title guarantee
- 7.5 The Directors may, as a condition to the registration of any transfer of shares in the Company, require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any shareholders' agreement (or similar document) in force between any of the Shareholders and the Company in such form as the Directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document) If any condition is imposed in accordance with this Article 7.6, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee
- 7.6 To enable the Directors to determine whether or not there has been any disposal of shares in the capital of the Company (or any interest in shares in the capital of the Company) in breach of these Articles, the Directors may require any holder, or the legal personal representatives of any deceased holder, or any person named as transferee in any transfer lodged for registration or any other person who the Directors may reasonably believe to have information relevant to that purpose, to provide to the Company with any information and evidence that the Directors request regarding any matter which they deem relevant to that purpose If the information or evidence is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or that as a result of the information and evidence the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such shares in the capital of the Company in writing of that fact and the following shall occur
- 7.6.1 the relevant shares shall cease to confer on the holder of them (or any proxy) any rights
- 7.6.1.1 to vote, whether on a show of hands or on a poll, and whether exercisable at a general meeting of the Company or at any separate meeting of the class in question, or

7 6 1 2 to receive dividends or other distributions otherwise attaching to those Shares or to any further shares in the capital of the Company issued in respect of those Shares, or in pursuance of an offer made to the relevant holder, and

7 6 2 the holder may be required, at any time following receipt of the notice, to transfer some or all of its Shares to any person(s) at the price that the Directors may require by notice in writing to that holder

The rights referred to in Article 7 6 1 may be reinstated by the Board subject to the unanimous consent of the Founder Shareholders or, if earlier, shall be reinstated on the completion of any transfer referred to in Article 7 6 2

7 7 Where the Board requires a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within 5 Business Days of demand being made, a Deemed Transfer Notice shall be given at the end of that period. If a Transfer Notice is required to be given, or is deemed to have been given, under these Articles, the Transfer Notice shall be treated as having specified that

7 7 1 the Transfer Price (as defined in Article 8) for the Sale Shares shall be as agreed between the Board (any Director with whom the Seller is connected (within the meaning of Section 252 of the 2006 Act) not voting) and the Seller, or, failing agreement within 5 Business Days after the date on which the Board becomes aware that a Deemed Transfer Notice has been given, the Transfer Price shall be the fair value (as determined in accordance with Article 9) of the Sale Shares,

7 7 2 whether there is a Minimum Transfer Condition (as defined in Article 8 2 4), and

7 7 3 the Seller wishes to transfer all of the Shares held by it

## **8. TRANSFER OF SHARES SUBJECT TO PRE-EMPTION RIGHTS**

8 1 Except where the provisions of Article 10, Article 11 and Article 12 apply or provide otherwise, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights in this Article 8

8 2 A Seller shall, before transferring or agreeing to transfer any Shares, give notice a Transfer Notice to the Company specifying

8 2 1 the number of Sale Shares,

8 2 2 if he wishes to sell the Sale Shares to a third party, the name of the proposed transferee,

8 2 3 the price (in cash) at which he wishes to transfer the Sale Shares (which will be deemed to be Fair Value of the Sale Shares if no cash price is agreed between the Seller and the Board (including the Investor Directors)) ( 'Transfer Price' ) and

- 8 2 4 whether the Transfer Notice is conditional on all, or a specific number of, the Sale Shares being sold to Shareholders ("Minimum Transfer Condition")
- 8 3 Once given (or deemed to have been given under) these Articles, a Transfer Notice may not be withdrawn
- 8 4 A Transfer Notice appoints the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price
- 8 5 As soon as practicable following the later of
- 8 5 1 receipt of a Transfer Notice, or
- 8 5 2 where the Transfer Price has not been specified, or a Deemed Transfer Notice has been served, the determination of the Transfer Price under Article 9,
- the Board shall offer the Sale Shares for sale to the Shareholders in the manner set out in Article 8 6 Each offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered
- 8 6 The Board shall offer the Sale Shares to all shareholders specified in the offer other than the Seller ("Continuing Shareholders"), inviting them to apply in writing within the period from the date of the offer to the date 10 Business Days after the offer (inclusive) ("First Offer Period") for the maximum number of Sale Shares they wish to buy

If the Sale Shares are subject to a Minimum Transfer Condition, any allocation made under Article 8 6 and Article 8 7 shall be conditional on the fulfilment of the Minimum Transfer Condition

If, at the end of the First Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each Continuing Shareholder in the proportion which his existing holding of Shares bears to the total number of Shares held by those Continuing Shareholders who have applied for Sale Shares Fractional entitlements shall be rounded to the nearest whole number No allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy

If only some of the Sale Shares are allocated in accordance with Article 8 6, but there are applications for Sale Shares that have not been satisfied, those Sale Shares shall be allocated to the relevant applicant(s) in accordance with the procedure set out in this Article 8 6

If, at the end of the First Offer Period, the total number of Sale Shares applied for is less than the number of Sale Shares, the Board shall allocate the Sale Shares to the Continuing Shareholders in accordance with their applications The balance ("Initial Surplus Shares") shall be dealt with in accordance with Article 8 7

- 8 7 At the end of the First Offer Period, the Board shall offer the Initial Surplus Shares to all the Continuing Shareholders, inviting them to apply in writing within the period from the date of the offer to the date 10 Business Days after the date of the offer (inclusive) ("Second Offer Period") for the maximum number of Initial Surplus Shares they wish to buy

If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for exceeds the number of Initial Surplus Shares, the Board shall allocate the remaining Initial Surplus Shares to each Continuing Shareholder in the proportion that his existing holding of Shares bears to the total number of Shares (including Sale Shares) held by those Continuing Shareholders who have applied for Initial Surplus Shares during the Second Offer Period. Fractional entitlements shall be rounded to the nearest whole number. No allocation shall be made to a Shareholder of more than the maximum number of Initial Surplus Shares which he has stated he is willing to buy

If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for is less than the number of Initial Surplus Shares, the Board shall allocate the Initial Surplus Shares to the Continuing Shareholders in accordance with their applications. The balance ("Second Surplus Shares") shall be offered to any other person in accordance with Article 8 12

- 8 8 If the Transfer Notice includes a Minimum Transfer Condition and the total number of Shares applied for is less than the number of Sale Shares, the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under Article 8 6 and Article 8 7, stating that the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect

- 8 9 If

8 9 1 the Transfer Notice does not include a Minimum Transfer Condition, and

8 9 2 allocations have been made in respect of all the Sale Shares,

the Board shall, when no further offers are required to be made under Article 8 6 and Article 8 7, give written notice of allocation ("Allocation Notice") to the Seller and each Shareholder to whom Sale Shares have been allocated ("Applicant"). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant and the place and time for completion of the transfer of the Sale Shares (which shall be at least 5 Business Days not more than 10 Business Days after the date of the Allocation Notice)

- 8 10 On the service of an Allocation Notice, the Seller shall, against payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in it

- 8 11 If the Seller fails to comply with Article 8 10

- 8 11 1 the Chairman of the Company (or, failing him, one of the Directors, or some other person nominated by a resolution of the Board) may, on behalf of the Seller
  - 8 11 1 1 complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants,
  - 8 11 1 2 receive the Transfer Price and give a good discharge for it, and
  - 8 11 1 3 (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them, and
- 8 11 2 the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered his certificate for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate, together with such other evidence (if any) as the Board may reasonably require to prove good title to those Shares) to the Company.
- 8 12 If an Allocation Notice does not relate to all the Sale Shares then, subject to Article 8 11 and within 2 weeks following service of the Allocation Notice, the Seller may transfer the Second Surplus Shares to any person at a price at least equal to the Transfer Price. The sale of the Second Surplus Shares in accordance with this Article 8 12 shall continue to be subject to any Minimum Transfer Condition.
- 8 13 The Seller's right to transfer Shares under Article 8 12 does not apply if the Board reasonably considers that
  - 8 13 1 the transferee is a person (or a nominee for a person) who the Directors determine, in their absolute discretion, is a competitor with (or an Associate of a competitor with) the business of the Company; or
  - 8 13 2 the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee, or
  - 8 13 3 the Seller has failed or refused to provide promptly information available to it or him and reasonably requested by the Board to enable it to form the opinion mentioned above
- 8 14 The restrictions imposed by this Article 8 may be waived in relation to any proposed transfer of Shares with the consent of Shareholders who, but for the waiver, would or might have been entitled to have such shares offered to them in accordance with this Article

## 9. VALUATION

- 9 1 If no Transfer Price is specified in a Transfer Notice, or if a Deemed Transfer Notice is served then on service of the Transfer Notice or in the case of a Deemed Transfer

Notice, on the date on which the Board first has actual knowledge of the facts giving rise to the service of such a notice, the Board shall either

- 9 1 1      appoint an Independent Expert to determine the fair value of the Sale Shares, or
- 9 1 2      if the fair value has been determined by an Independent Expert within the preceding 2 weeks, specify that the fair value of the Sale Shares shall be calculated by dividing that fair value by the number of Sale Shares to which it related and multiplying such fair value by the number of Sale Shares the subject of the Transfer Notice
- 9 2      The fair value of the Sale Shares shall be determined by the Independent Expert on the following assumptions and bases
  - 9 2 1      no discount for a minority interest, and
  - 9 2 2      as if the sale was executed on arm's length terms
- 9 3      The Independent Expert shall be requested to determine the fair value within 10 Business Days of their appointment and notify the Board of their determination
- 9 4      Subject to any confidentiality provisions, the Independent Expert may have access to all accounting records or other relevant documents of the Company
- 9 5      The Independent Expert's determination shall be final and binding on the parties (in the absence of fraud or manifest error)

#### **10. COMPULSORY TRANSFERS**

- 10.1      A person entitled to a Share in consequence of the bankruptcy of a Shareholder shall be regarded as giving a Deemed Transfer Notice in relation to such Share at such time as the Directors determine
- 10 2      If a company that is a Shareholder resolves to appoint a liquidator, administrator or administrative receiver over it (or a material part of its business), that Shareholder shall be regarded as giving a Deemed Transfer Notice in respect of all Shares held by it at such time as the Directors determine
- 10 3      If an Employee Shareholder becomes a Departing Employee Shareholder, that Departing Employee Shareholder shall be regarded as giving a Deemed Transfer Notice in respect of all the Shares held by the Departing Employee Shareholder on the Termination Date if the Departing Employee Shareholder is a Bad Leaver. In such circumstances the Transfer Price shall be at a discount of 10% to the fair value of the Shares. No Deemed Transfer Notice shall be regarded as being given where the Departing Employee Shareholder is a Good Leaver
- 10 4      The Departing Employee Shareholder's Shares shall be offered in the following order of priority

- 10 4 1 to a person (or persons) as agreed by the Board to take the Departing Employee Shareholder's place, conditionally on that person commencing their employment with the Company,
  - 10 4 2 to any of the other existing Employee Shareholders,
  - 10 4 3 to any other person (or persons) who are approved by the Board, and then
  - 10 4 4 subject to the Companies Acts, to the Company
- 10 5 Where the Departing Employee Shareholder is a Bad Leaver, all voting rights attached to their Shares, if any, shall be suspended on the Termination Date ("Restricted Shares") However, the holders of Restricted Shares shall have the right to receive a notice of, and to attend, all general meetings of the Company, but shall have no right to vote either in person or by proxy
- 10 6 Voting rights suspended by Article 10 5 shall be automatically restored before a Listing
- 10 7 All voting rights attached to the Restricted Shares transferred under this Article 10 shall be automatically restored on completion of the transfer

## **11. DRAG ALONG**

- 11 1 If two (2) of the Founder Shareholders wish to transfer all of their interest in Shares ("Sellers' Shares") to a bona fide arm's length purchaser ("Proposed Buyer"), the Selling Shareholders may require all the other holders of Shares ("Called Shareholders") to sell and transfer all their shares to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this Article ("Drag Along Option")
- 11 2 The Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect ("Drag Along Notice") at least 10 Business Days before the proposed completion of the transfer of the Sellers' Shares to the Proposed Buyer The Drag Along Notice shall specify that
- 11 2 1 the Called Shareholders are required to transfer all their Shares ("Called Shares") pursuant to this Article 11,
  - 11 2 2 the person to whom the Called Shares are to be transferred,
  - 11 2 3 the consideration payable for the Called Shares calculated in accordance with Article 11 4, and
  - 11 2 4 the proposed date of the transfer
- 11 3 Once issued, a Drag Along Notice shall be irrevocable However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not sold the Sellers' Shares to the Proposed Buyer within 60 Business Days of serving the Drag Along Notice or if a Pre-Emption Notice (as defined below) is served in accordance

with Article 11.7 The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice

- 11.4 The Called Shareholders shall sell each Called Share for the amount that to which they would be entitled to receive if the total consideration proposed to be paid by the third party purchaser were distributed to the holders of the Called Shares and the Sellers' Shares pro rata
- 11.5 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this Article 11
- 11.6 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Sellers' Shares unless
  - 11.6.1 all of the Called Shareholders and the Selling Shareholders agree otherwise, or
  - 11.6.2 that date is less than 60 Business Days after the Drag Along Notice, in which case completion of the sale shall be delayed until the 60 Business Days after delivery of the Drag Along Notice
- 11.7 Save as described in this Article 11.7 the rights of pre-emption set out in these Articles shall not apply to any transfer of shares to a Proposed Buyer (or as it may direct) pursuant to a sale for which a Drag Along Notice has been duly served. The Drag Along Notice shall lapse if within 10 Business Days of receiving the Drag Along Notice the Called Shareholders give written notice (the "Pre-Emption Notice") of their intention to exercise their pre-emption rights to acquire all of the Sellers' Shares on terms equivalent to (including as to price) those offered to the Proposed Buyer in accordance with Article 8 and the Called Shareholders complete the acquisition of the Sellers' Shares, including transfer of the requisite funds, within 60 Business Days of receiving the Drag Along Notice. If the Called Shareholders who have given a Pre-Emption Notice do not complete the acquisition of all of the Sellers' Shares within 60 Business Days of receiving the Drag Along Notice (the "Defaulting Called Shareholders"), the Defaulting Called Shareholders' right of pre-emption pursuant to this Article 11.7 shall not apply to any subsequent proposed transfer of shares to any Proposed Buyer (or as any Proposed Buyer may direct) pursuant to a sale for which a further Drag Along Notice has been duly served
- 11.8 Within 30 Business Days of the Proposed Buyer serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for the Called Shares, together with the relevant share certificate (or a suitable indemnity for any lost share certificate) to the Company. On the expiration of that 30<sup>th</sup> Business Day period, the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts they are due pursuant to Article 11.4 to the extent that the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders pursuant to Article 11.4 in trust for the Called Shareholders without any obligation to pay interest

- 11 9 To the extent that the Proposed Buyer has not, on the expiration of the 30<sup>th</sup> Business Day period referred to in Article 11 8, put the Company in funds to pay the consideration due pursuant to Article 11 4, the Called Shareholders shall be entitled to the return of the stock transfer form and share certificate (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this Article 11 in respect of their Shares
- 11 10 If any Called Shareholder does not, on completion of the sale of the Called Shares, execute transfer(s) in respect of all of the Called Shares held by it, the defaulting Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholders to be their agent and attorney to execute all necessary transfer(s) on his behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Called Shares, deliver such transfer(s) to the Proposed Buyer (or as they may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this Article 11
- 11 11 Following the issue of a Drag Along Notice, on any person becoming a Shareholder of the Company pursuant to the exercise of a pre-existing option to acquire shares in the Company or on the conversion of any convertible security of the Company (a "New Shareholder"), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice. The New Shareholder shall then be bound to sell and transfer all Shares acquired by it to the Proposed Buyer (or as the Proposed Buyer may direct) and the provisions of this Article 11 shall apply with the necessary changes to the New Shareholder, except that completion of the sale of the Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder

## **12. TAG-ALONG RIGHTS**

- 12 1 If the effect of any transfer of Shares by the proposing transferor would, if completed, enable any person or persons connected with each other or persons Acting in Concert with each other (other than a member) to obtain control over that number of Shares which in aggregate confer 55% or more of the voting rights normally exercisable at general meetings, each of the other Shareholders shall have the option exercisable by notice in writing (the "Tag Along Notice") (given to the proposing transferor within 14 days of the notice from the proposing transferor that they propose to sell their Shares) to require the proposing transferor to procure at the same time a purchaser or purchasers for all (but not some only) of the Shares (the "Tag Along Shares") of such member on the same or no less favourable terms as will be given to the proposing transferor
- 12 2 A Tag Along Notice, once given, is irrevocable and in the event any member shall fail to execute a transfer when required to do so in accordance with Article 12 1, the provisions of Article 8 11 shall apply mutatis mutandis
- 12 3 If the proposing transferor is unable to cause a purchaser or purchasers (or its or their respective nominees) to purchase all of the Tag Along Shares, then the proposing

transferor shall not be entitled to sell or otherwise transfer any of the Shares to the intended third party purchaser or purchasers

**13. NUMBER OF DIRECTORS**

Unless and until the Company in general meeting determines otherwise, the number of directors shall not be less than two and no more than 5

**14. PROCEEDINGS OF DIRECTORS**

14.1 Each Founder Shareholder shall for so long as he holds an Ordinary Share, be entitled to appoint himself to act as a Director of the Company from time to time. Each Founder Ordinary Shareholder shall also be entitled to nominate a person to act as a Director of the Company from time to time, subject to the unanimous consent of the other Founder Shareholders. The other Shareholders shall not vote their Shares so as to remove any Director appointed pursuant to this Article 15.1 from office. Each Founder Shareholder shall be entitled to remove their Director from office and appoint another person to act in his place.

14.2 Any appointment or removal of a Director under Article 14.1 shall take effect at the time that the notice is received at the Company's registered office or produced to a Board meeting.

14.3 Notwithstanding any provision of these Articles to the contrary, any person appointed as a Director may appoint any person he thinks fit to be his, her or its alternate Director. The appointment of an alternate Director shall not require approval by a resolution of the Directors. Regulation 65 of Table A shall be modified accordingly.

14.4 Meetings of the Board shall take place at least 4 times each year.

14.5 To be quorate, any meeting of the Board shall include 3 Directors. If the necessary quorum is not present within half an hour from the time appointed for the meeting, or if, during a meeting, such quorum ceases to be present, the meeting shall stand adjourned to such time and place as the Directors determine. The quorum at such adjourned meeting shall be 2 and if a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall proceed.

14.6 Any Director who participates in the proceedings of a meeting by means of a communication device (including, without limitation, a telephone) that allows all the other Directors present at the meeting (whether in person, alternate or using a communication device) to hear that Director at all times, and that Director to hear all other Directors present at the meeting (by whatever means) at all times, shall be deemed to be present at the meeting and counted in the quorum. A meeting held by these means shall be deemed to take place where the largest number of participants is assembled. In the absence of a majority, the Chairman's location shall be deemed to be the place of the meeting.

14.7 A Director may vote at a Board meeting, and form part of a quorum present at that meeting, in relation to any matter in which he has, directly or indirectly, an interest or

duty which conflicts (or may conflict) with the interests of the Company, provided that he has previously disclosed the nature of such duty or interest to the Directors. The provisions of Regulation 86 of Table A shall apply equally to any disclosure to be made under the provisions of this Article 15

- 14.8 Questions arising at any meeting of the Directors shall be decided by a majority of votes. If there is an equality of votes, the chairman shall not have a second or casting vote

#### **15. PARTLY PAID SHARES**

If the subscription price of any share (including any premium) is partly paid, the rights to dividend and on a return of capital of any such share shall be reduced in the same proportion as the unpaid amount bears to the total subscription price

#### **16. INDEMNITY**

- 16.1 Subject to the Companies Acts, but without prejudice to any indemnity to which a Director may otherwise be entitled, each Director or other officer or auditor of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him in the execution of his duties, or in relation to them, including any liability incurred by him in defending any civil or criminal proceedings in which judgment is given in his favour, or in which he is acquitted, or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part, or in connection with any application in which the court grants him relief from liability for negligence, default, breach of trust or breach of trust in relation to the Company's affairs
- 16.2 The Company may buy and maintain insurance against any liability falling upon its Directors or other officers or auditors which arises out of their respective duties to the Company, or in relation to its affairs