

Company number 09438329

PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS

of

MUDANO LIMITED (Company)

THURSDAY



A14 *A649KWAP* 13/04/2017 #297
COMPANIES HOUSE

[26th] January 2017 (Circulation Date)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed as to resolutions A and D as ordinary resolutions and as to resolutions B, C and E as special resolutions (**Resolutions**).

ORDINARY RESOLUTION

Resolution A: Sub-division of A shares, B shares, C shares and D shares

THAT, each A Share, B Share, C Share and D Share of £1 each in the issued share capital of the Company be sub-divided into 100 A shares, 100 B shares, 100 C shares and 100 D shares respectively of one penny each.

SPECIAL RESOLUTIONS

Resolution B: Conversion of A shares, B shares, C shares and D shares

THAT, each of 99 of the A shares, 99 of the B shares, 99 of the C shares and 99 of the D shares of one penny each in the issued share capital of the Company be and is hereby converted into one Ordinary share each ranking pari passu with the existing Ordinary shares of one penny each.

Resolution C: Adoption of new Articles of Association

THAT, the articles of association attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association.

ORDINARY RESOLUTION

Resolution D: Authority to allot

THAT, in accordance with section 551 of the Companies Act 2006 (CA 2006), the directors of the Company (Directors) be generally and unconditionally authorised to allot shares in the Company up to an aggregate nominal amount of £896.00 provided that this authority shall, unless renewed, varied or revoked by the Company, expire on 30th April 2017 save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted and the Directors may allot shares in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired.

This authority revokes and replaces all unexercised authorities previously granted to the Directors.

SPECIAL RESOLUTION

Resolution E: Disapplication of pre-emption rights

THAT, subject to the passing of resolution D and in accordance with section 570 of the CA 2006, the Directors be generally empowered to allot equity securities (as defined in section 560 of the CA 2006) pursuant to the authority conferred by resolution D, as if section 561(1) of the CA 2006 did not apply to any such allotment, provided that this power shall:

- (i) be limited to the allotment of equity securities up to an aggregate nominal amount of £896.00; and
- (ii) expire on 30th April 2017 (unless renewed, varied or revoked by the Company prior to or on that date), 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.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolutions.

We the undersigned, being the persons entitled to vote on the Resolutions circulated on the Circulation Date hereby cast our votes attached to our Ordinary shares in favour of the Resolutions.

Signed by Ed Broussard

Date

Signed by Jonathan Summers


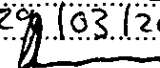

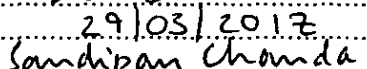
Date

Signed by Andrew Mantilas

Date

Signed by Sandipan Chanda

Date


29/03/2017

29 MAR 2017

29/03/2017

29/03/2017

NOTES

1. You can choose to agree to all of the Resolutions or none of them, but you cannot agree to only one of them. If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning the signed version either by hand or by post to the Company Secretary at the Registered.

You may not return the Resolutions to the Company by any other method.

If you do not agree to 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 from the Circulation Date sufficient agreement has been received for the Resolutions to pass, it 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.

DATED

29th March 2017

ARTICLES OF ASSOCIATION

of

MUDANO LIMITED

THURSDAY

A14

13/04/2017
COMPANIES HOUSE

#313

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

MUDANO LIMITED

(ADOPTED BY SPECIAL RESOLUTION ON 29TH MARCH 2017)

INTRODUCTION

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these Articles:

Act: means the Companies Act 2006.

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.

Articles: means the company's articles of association for the time being in force.

Bad Leaver: means a shareholder who becomes a Departing Employee in circumstances where he is not a Good Leaver.

Business Day: means any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business.

Capital Raising: the issue of Shares (in one transaction or a series of transactions) which will result in the subscriber for those Shares and persons Acting in Concert with the subscriber together acquiring Control of the Company, except where the subscriber is a company and the shareholders of that company, and the proportion of shares in that company held by each of them following the allotment of the Shares are 75% the same as the shareholders and their shareholdings in the Company immediately before the allotment, and which the Board in its discretion decides should be treated as an Exit.

Conflict: has the meaning given in article 7.1.

Departing Employee: means an Employee who ceases to be a director and/or employee and/or consultant of the Company (including by reason of death).

Disposal: the disposal by the Company of all, or a substantial part of, its business and assets.

Eligible director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter).

Employee: a shareholder who is, or has been, a director and/or employee and/or consultant of the Company.

Exit: a Share Sale, a Disposal, a Listing or a Capital Raising which the Board has determined should be treated as an Exit.

Good Leaver: means an Employee who becomes a Departing Employee by reason of:

- (i) his death;
- (ii) retirement after having completed a minimum of five years' service as an employee of the Company on the effective date of the termination of his employment, permanent disability or permanent incapacity through ill-health; or
- (iii) redundancy (as defined in the Employment Rights Act 1996); or
- (iv) dismissal by the Company which is determined, by an employment tribunal or at a court of competent jurisdiction from which there is no right to appeal, to be wrongful or constructive.

Listing: the successful application and admission of all or any of the Shares, or securities representing such Shares (including American depositary receipts, American depositary shares and/or other instruments) to the Official List of the Financial Conduct 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).

Model Articles: means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles.
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/376832/model_articles_private_ltd_by_shares_after28April2013.doc

Sale Proceeds: means the consideration payable (including any deferred and/or contingent consideration) whether in cash or otherwise to those Shareholders selling Shares under a Share Sale (less any fees and expenses payable by the selling Shareholders under that Share Sale).

Shares: shares (of any class) in the capital of the Company and Share shall be construed accordingly.

Share Sale: the sale of (or the grant of a right to acquire or to dispose of) any Shares (in one transaction or as a series of transactions) which would, if completed, result in the buyer of those Shares (or grantee of that right) and persons Acting in Concert with him together acquiring a Control of the Company, except where the buyer is a company and the shareholders of that company, and the proportion of shares in that company held by each of them following completion of the sale are 75% the same as the shareholders and the shareholdings in the Company immediately before the sale

and except where the Board determines under the rules of the Company's EMI Option Scheme that the sale is not a Share Sale.

Sale Share: has the meaning given in Article 15.3.

Transfer Price: has the meaning given in article 12.6.

Valuers: the accountants for the time being of the Company or, if they decline the instruction, an independent firm of accountants jointly appointed by the Company and the Seller or, in the absence of agreement between the Company and the Seller on the identity of the expert within 10 Business Days of the expiry of the 10 Business Day period referred to in article 15.6, an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants in England and Wales (in each case acting as an expert and not as an arbitrator).

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision is a reference to it as it is in force on the date when these Articles become binding on the Company.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date on which these Articles become binding on the Company under that statute or statutory provision.
- 1.7 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.9 The Model Articles shall apply to the company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles.

- 1.10 Articles 8, 9(1) and (3), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 18(e), 44(2), 49, 52 and 53 of the Model Articles shall not apply to the company.
- 1.11 Article 7 of the Model Articles shall be amended by:
- (a) the insertion of the words "for the time being" at the end of article 7(2)(a); and
 - (b) the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.12 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But".
- 1.13 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2) of the Model Articles," after the words "the transmittee's name".
- 1.14 Articles 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Article 31(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the directors decide".

DIRECTORS

2. UNANIMOUS DECISIONS

- 2.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 2.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.
- 2.3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

3. CALLING A DIRECTORS' MEETING

- 3.1 Any director may call a directors' meeting by giving not less than 5 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors to give such notice.

3.2 Notice of a directors' meeting shall be given to each director in writing.

4. QUORUM FOR DIRECTORS' MEETINGS

4.1 Subject to article 4.2, the quorum for the transaction of business at a meeting of directors may be fixed from time to time by a decision of the directors and unless otherwise fixed it is any three eligible directors.

4.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 7 to authorise a director's Conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.

4.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:

- (a) to appoint further directors; or
- (b) to call a general meeting so as to enable the shareholders to appoint further directors.

5. CASTING VOTE

5.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote.

5.2 Article 5.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director is not an eligible director for the purposes of that meeting (or part of a meeting).

6. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

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

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested;
- (b) shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;

- (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- (d) may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested; and
- (f) shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

7. **DIRECTORS' CONFLICTS OF INTEREST**

7.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**).

7.2 Any authorisation under this article 7 will be effective only if:

- (a) the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles;
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other interested director; and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's and any other interested director's vote had not been counted.

7.3 Any authorisation of a Conflict under this article 7 may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
- (c) provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
- (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the company) information that is confidential to a third party, he will not be obliged to disclose that information to the company, or to use it in relation to the company's affairs where to do so would amount to a breach of that confidence; and
- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.

7.4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.

7.5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.

7.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

8. RECORDS OF DECISIONS TO BE KEPT

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

9. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors shall not be less than one.

10. APPOINTMENT OF DIRECTORS

In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.

SHARES AND DISTRIBUTIONS

11. SHARE RIGHTS

11.1 The issued share capital of the Company at the date of adoption of these Articles is £1000 divided into 99,996 Ordinary Shares (**Ordinary Shares**) of one penny each, 1 'A' Share of one penny (**'A' Share**), 1 'B' Share of one penny (**'B' Share**), 1 'C' Share of one penny (**'C' Share**) and 1 'D' Share of one penny (**'D' Share**). The Ordinary Shares carry the right to receive notice of, attend and vote at general meetings of the Company. The 'A' Shares, the 'B' Shares, the 'C' Shares and the 'D' Shares carry no right to vote at general meetings of the Company. The 'A' Shares, the 'B' Shares, the 'C' Shares and the 'D' Shares shall only be held by persons who are at the date of allotment or transfer employees and/or directors of the Company.

11.2 The directors shall have power to impose such additional conditions relating to the holding of the 'A' Shares, the 'B' Shares, the 'C' Shares and the 'D' Shares and to amend, alter or add to such conditions as subject to the provisions of the Act they shall from time to time think fit.

11.3 The directors shall have power to grant options over and issue a new class of share, to be called 'E' Shares, to employees of the Company pursuant to an EMI Share Option Plan to be adopted by the Company. The 'E' Shares shall carry the right to receive notice of, attend and vote at general meetings of the Company and shall otherwise have the rights and be subject to the restrictions set out in these Articles.

12. LIQUIDATION PREFERENCE

12.1 On a return of assets on liquidation, capital reduction or otherwise (other than a conversion or purchase of Shares), the assets of the Company remaining after the payment of its liabilities shall be applied (to the extent that the Company is lawfully able to do so) among the holders of the Shares pro rata to the number of Shares held, as if they all constituted shares of the same class.

13. EXIT PROVISIONS

- 13.1 On a Share Sale, the Sale Proceeds shall be distributed among the holders of the Shares pro rata to the number of Shares held, as if they all constituted shares of the same class. The Directors shall not register any transfer of Shares if the Sale Proceeds are not distributed in this manner (save in respect of any Shares not sold in connection with that Share Sale) provided that, if the Sale Proceeds are not settled in their entirety upon completion of the Share Sale:
- (a) the Directors may register the transfer of the relevant Shares, provided that the Sale Proceeds due on the date of completion of the Share Sale have been distributed in the manner set out in this Article 13; and
 - (b) each Shareholder shall take any reasonable action (to the extent lawful and within its control) to ensure that the balance of the Sale Proceeds are distributed in the manner set out in this Article 13.
- 13.2 On a Disposal, the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) among the holders of the Shares pro rata to the number of Shares held, as if they all constituted shares of the same class, provided always that if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, each Shareholder shall (to the extent lawful and within its control) take any reasonable action required by the Directors (including, but without prejudice to the generality of this Article 13.2, such action as may be necessary to put the Company into voluntary liquidation so that Article 12 applies).
- 13.3 In the event of an Exit approved by the Directors (**Proposed Exit**), all Shareholders shall consent to, vote for, raise no objections to and waive any applicable rights in connection with the Proposed Exit. The Shareholders shall be required to take all lawful actions with respect to the Proposed Exit as are reasonably required by the Directors to facilitate the Proposed Exit. If any Shareholder fails to comply with the provisions of this Article 13.5:
- (a) the Company shall be constituted the agent and attorney of each defaulting Shareholder for taking such actions as are necessary to effect the Proposed Exit;
 - (b) the Directors may authorise an officer of the Company or a Shareholder to execute and deliver on behalf of such defaulting Shareholder all or any necessary documents; and
 - (c) the Company may receive any purchase money due to the defaulting Shareholder in trust for each of the defaulting Shareholders (without any obligation to pay interest).

14. PRE-EMPTION RIGHTS ON THE ISSUE OF FURTHER SHARES

14.1 Unless otherwise agreed by special resolution or in respect of the issue and allotment of any 'E' Shares, if the Company proposes to allot any Shares those Shares shall not be allotted to any person unless the Company has first offered them to the holders (on the date of the offer) of the Ordinary Shares (each an **Offeree**) and in the respective proportions that the number of Shares held by each such holder bears to the total number of Ordinary Shares held by all such holders (as nearly as possible without involving fractions) and on the same terms, and at the same price, as those Shares are being, or are to be, offered to any other person.

14.2 An offer made under *article 14.1* shall:

- (a) be in writing and give details of the number, class and subscription price (including any share premium) of the Shares being offered;
- (b) remain open for a period of at least 15 Business Days from the date of service of the offer; and
- (c) stipulate that any Offeree who wishes to subscribe for a number of Shares in excess of the number to which he is entitled under *article 14.1* shall, in his acceptance, state the number of excess Shares (**Excess Securities**) for which he wishes to subscribe.

14.3 If, on the expiry of an offer made in accordance with *article 14.1*, the total number of Shares applied for is less than the total number of Shares so offered, the Directors shall allot the Shares to the Offerees in accordance with their applications, subject to a maximum of each Offeree's proportionate entitlement.

14.4 Any Shares not accepted by Offerees pursuant to an offer made in accordance with article 14.1 shall be used to satisfy any requests for Excess Securities made pursuant to article 14.2 (c). If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants in the respective proportions that the number of Shares held by each such applicant bears to the total number of such Shares held by all applicants (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any Shareholder beyond that applied for by him). After those allotments, any Excess Securities shall be offered to any other person(s) as the Directors may determine, at the same price and on the same terms as the offer to the Shareholders.

15. PRE-EMPTION RIGHTS ON THE TRANSFER OF SHARES

15.1 In this Article, reference to the transfer of a share includes the transfer, assignment or other disposal of a beneficial or other interest in that share, or the creation of a trust or encumbrance over that share, and reference to a share includes a beneficial or other interest in a share. The following provisions of this *article 12* shall apply to the Ordinary Shares and the 'E' Shares but not (for the avoidance of doubt to the 'A'

Shares, the 'B' Shares, the 'C' Shares and the 'D' Shares, the transfers of which shall be governed by the provisions of Article 16).

- 15.2 Except where the provisions of Article 18 (Drag Along) or Article 19 (Tag Along) apply, any transfer of shares by a shareholder shall be subject to the pre-emption rights in this Article.
- 15.3 A shareholder (**Seller**) wishing to transfer his Ordinary Shares or 'E' Shares (**Sale Shares**) must give notice in writing (a **Transfer Notice**) to the Company giving details of the proposed transfer including:
- (a) the number of Sale Shares;
 - (b) if the Seller wishes to sell the Sale Shares to a third party, the name of the proposed buyer;
 - (c) the price (in cash) at which he wishes to sell the Sale Shares (**Proposed Sale Price**); and
 - (d) whether the Transfer Notice is conditional on all, or a specific number of, the Sale Shares being sold to the Company and the shareholders (as the case may be) (**Minimum Transfer Condition**).
- 15.4 Once given, a Transfer Notice may only be withdrawn by the Seller where the Transfer Price of the Sale Shares comprised within a Transfer Notice is to be the Fair Value and such Fair Value is less than the Proposed Sale Price. In such case, the Seller may, within 10 Business Days of receipt of notification of the Fair Value, withdraw the Transfer Notice.
- 15.5 A Transfer Notice constitutes the Company the agent of the Seller for the sale of the Sale Shares in accordance with the provisions of these Articles.
- 15.6 The transfer price (**Transfer Price**) for each Sale Share the subject of a Transfer Notice shall, save where expressly provided otherwise in these Articles, be the price per Sale Share (in cash) agreed between the Seller and the Board or, in default of agreement within 10 Business Days of the date of service of the Transfer Notice, the Fair Value of each Sale Share determined in accordance with article 21.
- 15.7 As soon as practicable following the determination of the Transfer Price the directors shall (unless the Transfer Notice is withdrawn in accordance with article 15.4) decide whether and if so, how many of the Sale Shares will be purchased by the Company at the Transfer Price, subject always to the requirements of the Act. The directors shall give notice of their decision to the Seller setting out the number of the Sale Shares (if any) to be purchased by the Company (**Buy-back Shares**) and the time for completion of the buy-back of the Buy-back Shares (which shall be at least 10 Business Days, but not more than 28 Business Days, after the date of the notice) and,

to the extent the Company does not accept to buy back all the Sale Shares, any un-allocated Sale Shares (**Un-allocated Sale Shares**) shall be offered in the manner set out in the remaining provisions of this article 15 at the Transfer Price. Each offer shall be in writing and give details of the number and Transfer Price of the Un-allocated Sale Shares offered.

15.8 The Board shall offer the Sale Shares to all shareholders holding Ordinary Shares other than the Seller (the **Continuing Shareholders**), inviting them to apply in writing within the period from the date of the offer to the date 28 Business Days after the offer (both dates inclusive) (the **First Offer Period**) for the maximum number of Un-allocated Sale Shares they wish to buy.

15.9 If the Un-allocated Sale Shares are subject to a Minimum Transfer Condition, any allocation made under article 15.10 to article 15.13 shall be conditional on the fulfilment of the Minimum Transfer Condition.

15.10 If:

- (a) at the end of the First Offer Period, the total number of Un-allocated Sale Shares applied for is equal to or exceeds the number of Un-allocated Sale Shares, the Board shall allocate the Un-allocated Sale Shares to each Continuing Shareholder who has applied for Un-allocated Sale Shares 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 Un-allocated Sale Shares. Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Sale Shares being allocated, in which case the allocation of any such fractional entitlements among the Continuing Shareholders who have applied for Un-allocated Sale Shares shall be determined by the Board). No allocation shall be made to a Continuing Shareholder of more than the maximum number of Un-allocated Sale Shares which he has stated he is willing to buy.
- (b) not all Un-allocated Sale Shares are allocated following allocations in accordance with article 15.10(a), but there are applications for Un-allocated Sale Shares that have not been satisfied, the Board shall allocate the remaining Un-allocated Sale Shares to such applicant(s) in accordance with the procedure set out in article 15.10(a). The procedure set out in this article 15.10(b) shall apply on any number of consecutive occasions until either all Un-allocated Sale Shares have been allocated or all applications for Un-allocated Sale Shares have been satisfied; and
- (c) at the end of the First Offer Period, the total number of Un-allocated Sale Shares applied for is less than the number of Un-allocated Sale Shares, the Board shall allocate the Un-allocated Sale Shares to the Continuing Shareholders in accordance with their applications. The balance (the **Initial Surplus Shares**) shall be dealt with in accordance with article 15.11.

- 15.11 At the end of the First Offer Period, the Board shall offer the Initial Surplus Shares (if any) to all the Shareholders other than the Seller and the holders of Ordinary Shares (**Second Offerees**), inviting them to apply in writing within the period from the date of the offer to the date 28 Business Days after the offer (both dates inclusive) (the **Second Offer Period**) for the maximum number of Initial Surplus Shares they wish to buy.
- 15.12 If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for is equal to or exceeds the number of Initial Surplus Shares, the Board shall allocate the Initial Surplus Shares to each Second Offeree who has applied for Initial Surplus Shares in the proportion that his existing holding of shares (including any Un-allocated Sale Shares) bears to the total number of shares (including any Un-allocated Sale Shares) held by those Second Offerees who have applied for Initial Surplus Shares during the Second Offer Period. Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Initial Surplus Shares being allocated, in which case, the allocation of any such fractional entitlements among the Second Offerees shall be determined by the Board). No allocation shall be made to a Second Offeree of more than the maximum number of Initial Surplus Shares which he has stated he is willing to buy.
- 15.13 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 Second Offerees in accordance with their applications. The balance (the **Second Surplus Shares**) shall be dealt with in accordance with article 15.19.
- 15.14 If the Transfer Notice includes a Minimum Transfer Condition and the total number of Un-allocated Sale Shares applied for is less than the number of Un-allocated Sale Shares specified in the Minimum Transfer Condition, the Board shall notify the Seller and all those to whom Un-allocated Sale Shares have been conditionally allocated under article 15.10 to article 15.13, stating that the Minimum Transfer Condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.
- 15.15 If:
- (a) the Transfer Notice includes a Minimum Transfer Condition and such Minimum Transfer Condition has been satisfied, or the Transfer Notice does not include a Minimum Transfer Condition; and
 - (b) allocations under article 15.10 to article 15.13 have been made in respect of some or all of the Un-allocated Sale Shares,

the Board shall give written notice of allocation (an **Allocation Notice**) to the Seller and each Continuing Shareholder and Second Offeree to whom Un-allocated Sale Shares have been allocated (each an **Applicant**). The Allocation Notice shall specify the number of Un-allocated Sale Shares allocated to each Applicant, the amount

payable by each Applicant for the number of Un-allocated Sale Shares allocated to him (**Consideration**) and the place and time for completion of the transfer of the Un-allocated Sale Shares (which shall be at least 10 Business Days, but not more than 28 Business Days, after the date of the Allocation Notice).

- 15.16 On the date specified for completion in the Allocation Notice, the Seller shall, against payment of the Consideration, execute and deliver a transfer of the Un-allocated Sale Shares allocated to such Applicant, in accordance with the requirements specified in the Allocation Notice.
- 15.17 On the date specified for completion in the notice referred to in article 15.7, the Seller shall, against payment of the Transfer Price, execute and deliver a transfer of the Buy-back Shares to the Company.
- 15.18 If the Seller fails to comply with article 15.16 or article 15.17:
- (a) the Chairman of the Company (or, failing him, one of the other directors, or some other person nominated by a resolution of the Board) may, as agent on behalf of the Seller:
 - (i) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants or the Company;
 - (ii) receive the Consideration and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Consideration); and
 - (iii) (subject to the transfers being duly stamped) enter the Applicants in the register of members as the holders of the Sale Shares purchased by them; and
 - (b) the Company shall pay the Consideration into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered his certificate(s) for the relevant Sale Shares or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate, together, in either case, with such other evidence (if any) as the Board may reasonably require to prove good title to those Sale Shares, to the Company.
- 15.19 If an Allocation Notice does not relate to all of the Sale Shares or the Transfer Notice lapses pursuant to article 15.14 then, subject to article 15.20 and within 6 weeks following service of the Allocation Notice or the date of the lapse of the Transfer Notice (as the case may be), the Seller may transfer the Second Surplus Shares or the Sale Shares (in the case of a lapsed offer) (as the case may be) to any person at a price at least equal to the Transfer Price. The sale of the Sale Shares (following the lapse of a Transfer Notice) in accordance with this article 15.19 shall continue to be subject to any Minimum Transfer Condition.

15.20 The Seller's right to transfer Sale Shares under article 15.19 does not apply if the Board reasonably considers that:

- (a) the transferee is a person (or a nominee for a person) who is a competitor with (or an Associate of a competitor with) the business of the Company; or
- (b) 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
- (c) the Seller has failed or refused to provide promptly information available to the Seller and reasonably requested by the Board to enable it to form the opinion mentioned above.

15.21 The restrictions imposed by this Article:

- (a) may be waived in relation to any proposed transfer of Sale Shares with the consent of shareholders who, hold between them, not less than, 75% of the equity share capital of the Company;
- (b) shall not apply on the death of a Shareholder to the extent any Ordinary Shares registered in the name of that Shareholder are transferred pursuant to any put or call options between the Shareholders.

16. TRANSFER OF 'A' SHARES, 'B' SHARES, 'C' SHARES AND 'D' SHARES

16.1 A holder of 'A' Shares, 'B' Shares, 'C' Shares or 'D' Shares who:

- (a) wishes to transfer all (but not part only) of his 'A' Shares, 'B' Shares, 'C' Shares or 'D' Shares (as the case may be) shall give notice in writing of such intention to the Company (**Share Notice**);
- (b) ceases to be a Director and/or employee of the Company for any reason whatsoever (including but not limited to his death) shall be deemed to have given a Share Notice in respect of all Shares then registered in his name;

such holder of 'A' Shares, 'B' Shares, 'C' Shares or 'D' Shares (as the case may be) being hereafter referred to as a (**Departing Shareholder**).

16.2 The Company shall act as agent for the Departing Shareholder and may dispose of the Departing Shareholder's 'A' Shares, 'B' Shares, 'C' Shares or 'D' Shares (as the case may be) to such of the following persons as the Directors may, in their absolute discretion, determine:

- (a) the existing Shareholders of the Company (excluding the Departing Shareholder); or
- (b) another Director or employee of the Company; or
- (c) the Company.

- 16.3 The Company shall give notice of the person or persons nominated by the Directors and the Departing Shareholder shall be bound (upon payment of the par value thereof) to transfer his Shares to such person or persons at such time and place as the Company may specify at par value.
- 16.4 If the Departing Shareholder shall fail to comply with *article 16.3* above within 10 Business Days from the nomination of the purchaser by the Directors, the Company may receive the purchase money on his behalf, and the Directors may authorise some person to execute a transfer of such shares in favour of the purchaser. The receipt of the Company for the purchase price shall be a good discharge to the purchaser, and after the purchaser's name has been entered in the Register of Members he shall become indefeasibly entitled thereto and the validity of the proceedings shall not be questioned by any person. The Company shall forthwith pay the purchase price into a separate bank account in the Company's name and shall hold the purchase price without interest in trust for the Departing Shareholder.
- 16.5 A holder of the 'A' Shares, 'B' Shares, 'C' Shares or 'D' Shares shall not transfer or purport to transfer his 'A' Shares, 'B' Shares, 'C' Shares or 'D' Shares (as the case may be) other than in accordance with the provisions of this *Article 16*.

17. COMPULSORY TRANSFERS

- 17.1 A holder of Ordinary Shares or 'E' Shares is deemed to have served a Transfer Notice in respect of all his Ordinary Shares or 'E' Shares (as the case may be) under article 15.3 immediately before any of the following events:
- (a) a bankruptcy petition being presented for the shareholder's bankruptcy; or
 - (b) an arrangement or composition with the shareholder's creditors being made; or
 - (c) the shareholder convening a meeting of his creditors or taking any other steps with a view to making an arrangement or composition in satisfaction of his creditors generally; or
 - (d) the shareholder being unable to pay his debts as they fall due within the meaning of section 268 of the Insolvency Act 1986; or
 - (e) a receiver being appointed over or in relation to, all or any material part of the shareholder's assets; or
 - (f) the happening in relation to a shareholder of any event analogous to any of the above in any jurisdiction in which he is resident, carries on business or has assets; or
 - (g) the shareholder lacking capacity (under section 2 of the Mental Capacity Act 2005) to make decisions in relation to the Company or his shareholding; or

- (h) the shareholder having a disqualification order made against him under the Company Directors Disqualification Act 1986; or
 - (i) the shareholder committing a material or persistent breach of any shareholders' agreement to which he is a party in relation to the shares in the Company which if capable of remedy has not been so remedied within 10 Business Days of the holder(s) of a majority of the shares of the other class requiring such remedy; or
 - (j) the shareholder becoming a Departing Employee.
- 17.2 Where an event of default happens to a party it shall give notice of it to the other shareholders as soon as possible and, if it does not, it is deemed to have given a deemed Transfer Notice on the date on which the other shareholders become aware of the event of default.
- 17.3 The deemed Transfer Notice has the same effect as a Transfer Notice, except that:
- (a) the Deemed Transfer Notice takes effect on the basis that it does not identify a proposed buyer or state a price for the shares and the directors shall refer the question of a valuation to the Valuers under article 21; and
 - (b) there is no Minimum Transfer Condition; and
 - (c) the Transfer Price shall, where the shareholder is:
 - (i) a Bad Leaver or in any of the circumstances referred to in Article 17.1 (h) or Article 17.1 (i) , be restricted to a maximum of the lower of the subscription price paid for each Sale Share, including any share premium, and the Fair Value of each such Sale Share; and
 - (ii) a Good Leaver or in any of the circumstances referred to in Article 17.1 (a) to (g) (inclusive), be the Fair Value of each such Sale Share; and
 - (d) the Seller has no right to withdraw a Transfer Notice.

18. DRAG ALONG

- 18.1 In these articles a Qualifying Offer shall mean an offer in writing by or on behalf of any person (**Offeror**) to the holders of the entire equity share capital in the Company to acquire all their equity share capital.
- 18.2 If the holders of not less than 75% in nominal value of the equity share capital then in issue (**Accepting Shareholders**) wish to accept the Qualifying Offer, then the provisions of this article shall apply.
- 18.3 The Accepting Shareholders shall give written notice to the remaining holders of the equity share capital (**Other Shareholders**) of their wish to accept the Qualifying Offer and the Other Shareholders shall thereupon become bound to accept the

Qualifying Offer and to transfer their shares to the Offeror (or his nominee) with full title guarantee on the date specified by the Accepting Shareholders.

18.4 If any Other Shareholder shall not, within five Business Days of being required to do so, execute and deliver transfers in respect of the equity shares held by him and deliver the certificate(s) in respect of the same (or a suitable indemnity in lieu thereof), then any Accepting Shareholder shall be entitled to execute, and shall be entitled to authorise and instruct such person as he thinks fit to execute, the necessary transfer(s) and indemnities on the Other Shareholder's behalf and, against receipt by the Company (on trust for such Shareholder) of the consideration payable for the relevant shares, deliver such transfer(s) and certificate(s) or indemnities to the Offeror (or his nominee) and register such Offeror (or his nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person.

18.5 Upon any person, following the issue of a notice pursuant to article 15.3, becoming a member of the Company pursuant to the exercise of a pre-existing option to acquire shares in the company (**New Member**), a notice shall be deemed to have been served upon the New Member on the same terms as the previous notice who shall thereupon be bound to sell and transfer all such shares acquired by him to the Offeror or as the Offeror may direct and the provisions of this article shall apply mutatis mutandis to the New Member save that completion of the sale of such shares shall take place forthwith upon the notice being deemed served on the New Member.

19. TAG ALONG

19.1 If at any time one or more Shareholders (**Proposed Sellers**) propose to sell, in one or a series of related transactions, a majority in nominal value of the shares (**Majority Holding**) to any person (not being an Offeror for the purposes of article 15.1)), the Proposed Sellers may only sell the Majority Holding if they comply with the provisions of this article.

19.2 The Proposed Sellers shall give written notice (**Proposed Sale Notice**) to the other holders of the equity share capital in the Company of such intended sale at least 10 Business Days prior to the date thereof. The Proposed Sale Notice shall set out, to the extent not described in any accompanying documents, the identity of the proposed buyer (**Proposed Buyer**), the purchase price and other terms and conditions of payment, the proposed date of sale (**Proposed Sale Date**) and the number of Shares proposed to be purchased by the Proposed Buyer (**Proposed Sale Shares**).

19.3 Any other holder of equity share capital in the Company shall be entitled, by written notice given to the Proposed Sellers within five Business Days of receipt of the Proposed Sale Notice, to be permitted to sell all of his Shares to the Proposed Buyer on the same terms and conditions as those set out in the Proposed Sale Notice.

- 19.4 If any other holder of equity share capital in the Company is not given the rights accorded him by the provisions of this article, the Proposed Sellers shall be required not to complete their sale and the Company shall be bound to refuse to register any transfer intended to carry such a sale into effect.

20. PURCHASE OF OWN SHARES

Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) out of capital up to any amount in a financial year not exceeding the lower of:

- (a) £15,000; and
- (b) the nominal value of 5% of the Company's fully paid share capital at the beginning of each financial year of the Company.

21. VALUATION

- 21.1 The Valuers shall be requested to determine the Fair Value within 30 Business Days of their appointment and to notify the Company and the Seller in writing of their determination.

- 21.2 The Fair Value for any Sale Share shall be the price per share determined in writing by the Valuers on the following bases and assumptions:

- (a) valuing each of the Sale Shares as a proportion of the total value of all the issued shares in the capital of the Company without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent or for the rights or restrictions applying to the Sale Shares;
- (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
- (c) the sale is to be on arms' length terms between a willing seller and a willing buyer;
- (d) the Sale Shares are sold free of all encumbrances;
- (e) the sale is taking place on the date the Valuers were requested to determine the Fair Value; and
- (f) to take account of any other factors that the Valuers reasonably believe should be taken into account.

- 21.3 The shareholders are entitled to make submissions to the Valuers including oral submissions and will provide (or procure that the Company provides) the Valuers with such assistance and documents as the Valuers reasonably require for the purpose

of reaching a decision, subject to the Valuers agreeing to give such confidentiality undertakings as the shareholders may reasonably require.

- 21.4 To the extent not provided for by this article 21, the Valuers may, in their reasonable discretion, determine such other procedures to assist with the valuation as they consider just or appropriate, including (to the extent they consider necessary), instructing professional advisers to assist them in reaching their valuation.
- 21.5 The Valuers shall act as expert and not as arbitrator and their written determination shall be final and binding on the shareholders (in the absence of manifest error or fraud).
- 21.6 The cost of obtaining the Valuers' valuation shall be borne by the Company and the Seller equally or in such other proportions as the Valuers direct unless the Seller withdraws the relevant Transfer Notice in accordance with article 15.4, in which case the Seller shall bear the cost.

DECISION MAKING BY SHAREHOLDERS

22. POLL VOTES

- 22.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 22.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

23. PROXIES

- 23.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 23.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

ADMINISTRATIVE ARRANGEMENTS

24. MEANS OF COMMUNICATION TO BE USED

24.1 Subject to article 24.2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
- (b) if sent by fax, at the time of transmission; or
- (c) if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the second Business Day after posting; or
- (d) if sent by pre-paid airmail to an address outside the country from which it is sent, at 9.00 am on the fifth Business Day after posting; or
- (e) if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
- (f) if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or
- (g) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website; or
- (h) if deemed receipt under the previous paragraphs of this article 24.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt.

24.2 To prove service, it is sufficient to prove that:

- (a) if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or
- (b) if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or
- (c) if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted; or
- (d) if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.

25. INDEMNITY

25.1 Subject to article 25.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

(a) each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

(i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and

(ii) in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the company's (or any associated company's) affairs; and

(b) the company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 25.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

25.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

25.3 In this article:

(a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

(b) a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

26. INSURANCE

26.1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss.

26.2 In this article:

- (a) a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor);
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.