

Company number 09472824

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

CICADA COMMUNICATIONS LIMITED (Company)

2nd JUNE 2015

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the Company's directors propose that the following ordinary resolution and special resolution be passed by the Company's members (Resolutions)

SPECIAL RESOLUTION

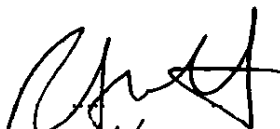
- 1 THAT the Company's existing articles of association in the form and with the rights attached thereto be deleted in their entirety and replaced with a newly adopted set of articles of association attached to this resolution in the form and with such rights attached thereto as set out therein ("New Articles")

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

The undersigned, being all the persons entitled to vote on the above Resolutions on 2015, hereby irrevocably agree to the Resolutions

Signed by RICHARD ABBOTT


Date


2/6/

2015

Signed by VICTORIA CARSWELL


Date


2/6/

2015

Signed by JANE CHAMBERLAIN

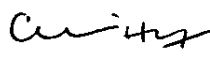
Date


2/6/

2015

Signed by CLARE WITTY

Date


2/6/

2015

THURSDAY



A08 *A48TEJ8Z* 04/06/2015 #47
COMPANIES HOUSE

NOTES

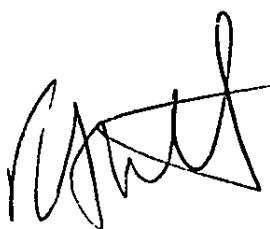
- 1 If you choose to agree to the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods

- **By Hand** delivering the signed copy to Raworths LLP, 89 Station Parade, Harrogate HG1 1HF
- **Post** returning the signed copy by post to Raworths LLP, 89 Station Parade, Harrogate HG1 1HF
- **Fax** faxing the signed copy to (01423) 504 572 marked "For the attention of Simon Morris"
- **E-mail** by attaching a scanned copy of the signed document to an e-mail and sending it to simon.morris@raworths.co.uk Please enter "Written resolutions dated 2010" in the e-mail subject box

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 However it would be helpful if you would reply, indicating your disagreement.

- 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, 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

ARTICLES OF ASSOCIATION
OF
CICADA COMMUNICATIONS LIMITED



awatty

VCowell



Raworths LLP Solicitors
raworths.co.uk

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

CICADA COMMUNICATIONS LIMITED ("Company")

Company number 09472824

Adopted by special resolution passed on *12th June* 2015.

INTRODUCTION

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires

A Ordinary Shares: the A ordinary shares in the issued share capital of the Company,

Accounting Period: means an accounting reference period of the Company as is notified to the Registrar of Companies from time to time,

Act: means the Companies Act 2006,

Articles: means the Company's articles of association for the time being in force,

Auditors: means the auditors (or accountants) from time to time of the Company,

B Ordinary Shares: the B ordinary shares in the issued share capital of the Company,

Board: means all the directors of the Company from time to time,

business day: means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,

C Ordinary Shares: the C ordinary shares in the issued share capital of the Company,

Connected Person: shall have the meaning ascribed to it in section 839 of the Income and Corporation Taxes Act 1988,

D Ordinary Shares: the D ordinary shares in the issued share capital of the Company,

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),

Group: means the Company and its subsidiary undertakings from time to time and references to a “**member of the Group**” or a “**Group member**” shall be construed accordingly,

Member: means a holder of any share in the capital of the Company as stated in its register of members from time to time,

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, and

Shares: means the issued shares in the capital of the Company

- 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, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of
- (a) any subordinate legislation from time to time made under it, and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1 6 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1 7 In these Articles words denoting the singular include the plural and vice versa, and a reference to any gender includes a reference to all other genders

- 1 8 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 9 Articles 8, 9(1) and (3), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 49, 52 and 53 of the Model Articles shall not apply to the Company
- 1 10 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 11 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur"
- 1 12 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity"
- 1 13 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 14 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)," after the words "the transmittee's name"
- 1 15 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(1)(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 3 business days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the Company secretary (if any) 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 is any one eligible director

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 Members to appoint further directors

5. CASTING VOTE

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/shall not have] a casting vote

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) to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,
 - (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 (other than alternate directors) shall not be subject to any maximum but shall not be less than two

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

11. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

11 1 Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to

- (a) exercise that director's powers, and
- (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor

11 2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors

11 3 The notice must

- (a) identify the proposed alternate, and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

12. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

12 1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor

12 2 Except as the Articles specify otherwise, alternate directors

- (a) are deemed for all purposes to be directors,
- (b) are liable for their own acts and omissions,
- (c) are subject to the same restrictions as their appointors, and

- (d) are not deemed to be agents of or for their appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member

12.3 A person who is an alternate director but not a director

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating),
- (b) may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate), and
- (c) shall not be counted as more than one director for the purposes of articles 12.3(a) and (b)

12.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present

12.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his appointor but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company

13. TERMINATION OF ALTERNATE DIRECTORSHIP

An alternate director's appointment as an alternate terminates

- (a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director,
- (c) on the death of the alternate's appointor, or
- (d) when the alternate's appointor's appointment as a director terminates

14. SECRETARY

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors

SHARE CAPITAL

15. SHARE RIGHTS

The rights and restrictions attaching to the A Ordinary Shares, B Ordinary Shares, C Ordinary Shares and D Ordinary Shares shall be as follows

15.1 As regards income

The profits of the Company which are available for lawful distribution in respect of each Accounting Period shall be applied as follows

- (a) Any profits which the Company may determine to distribute (in any event not exceeding the amount recommended by the directors) in respect of any Accounting Period shall be applied in paying to the holders of A Ordinary Shares, the B Ordinary Shares, the C Ordinary Shares and the D Ordinary Shares such levels of dividend in relation to each such separate class of Share as the directors in their absolute discretion shall determine
- (b) If for any reason the Company is unable pursuant to the Act to pay any of the dividends in full on any date fixed for payment, then on such date the Company will pay to the relevant shareholders on account of the relevant dividends the maximum sum (if any) which can be lawfully paid by the Company
- (c) Any amount of dividend payable under these Articles shall belong to and be paid to the holders of the relevant class of Shares pro rata according to their holdings of such Shares

15.2 As regards capital

- (a) On a return of assets whether in a winding-up or reduction of capital or otherwise (except in the case of the redemption of Shares of any class or the purchase by the Company of its own shares) the assets and retained profits of the Company available for distribution among the Members shall be applied in relation to the A Ordinary Shares, B Ordinary Shares, C Ordinary Shares and D Ordinary Shares *pari passu*

15.3 As regards voting

- (a) On a show of hands every Member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative not being himself a Member entitled to vote, shall have one vote, and on a poll every Member who is present in person or by proxy or (being a corporation) is present by a duly authorised representative shall have one vote for every Share of which he is a holder

16. ISSUE OF NEW SHARES

- 16.1 No new Shares shall be issued unless they are first offered to the existing holders of Shares in proportion (as nearly as may be) to the nominal amount of their existing

holdings of Shares (of whatever class) The offer shall be made by notice specifying the number and class of Shares offered and the price per Share and limiting a time (not being less than 20 days or more than 30 days) within which the offer if not accepted will be deemed to be declined After the expiration of such time, or on the receipt of an indication from the person(s) to whom the offer is made that he/they decline(s) to accept the Shares offered or any of them, the directors shall offer the Shares declined in like manner (save that the minimum period for acceptance may be seven days) to the other holders of Shares who have agreed to invest in all the Shares offered to them in proportion (as nearly as may be) to the nominal amount of their existing holdings of Shares (of whichever class) If the Shares comprised in such further offer are declined or deemed to be declined the further offer shall be withdrawn

16 2 If all or any of the Shares to which Article 16 1 applies are not taken up in accordance with the provisions of Article 16 1 the directors may offer such Shares to a third party (to be approved by the holders of 75 per cent in nominal value of the Shares, such approval not to be unreasonably withheld or delayed) and, subject to these articles such Shares shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, provided that

- (a) no Shares shall be issued at a discount,
- (b) no Shares to which Article 16 1 applies shall be issued more than three months after the expiry of the period for acceptance of the last offer of such Shares made under Article 16 1 unless the procedure set out in Article 16 1 is repeated in respect of such Shares,
- (c) no Shares shall be issued at a price less than that at which they were offered to the members of the Company in accordance with Article 16 1, and
- (d) (if the directors are proposing to issue such Shares wholly or partly for non-cash consideration) the cash value of such consideration shall be as reasonably determined by the Auditors whose determination shall be final and binding on the Company and each of its members

17 TRANSFERS OF SHARES

17 1 Group transfers

- (a) Any Shares held by an undertaking ("**Original Undertaking**") may be transferred to any other undertaking ("**Transferee Undertaking**") which is a holding company or a subsidiary of the Original Undertaking or of its holding company ("**a Group Undertaking**")
- (b) If any Transferee Undertaking ceases to be a Group Undertaking in relation to the Original Undertaking then such Transferee Undertaking shall within seven days of such cessation transfer any Shares held by it to the Original Undertaking or to an undertaking which, in relation to the Original Undertaking, is a Group Undertaking

- (c) In the event of any default of Articles 17 1(a) and 17 1(b) above the Original Undertaking or (as the case may be) the Transferee Undertaking shall be deemed to have served a Transfer Notice in respect of all such Shares and the price for such Shares shall be the issue price (including any premium)

17 2 Nominees

- (a) Any Shares may be transferred by their beneficial owner (“**the Beneficial Owner**”) to a person shown to the reasonable satisfaction of the directors to be a nominee for the Beneficial Owner only
- (b) Where any Shares have been transferred to a nominee pursuant to Article 17 2(a) any such nominee may transfer any Shares so transferred to the Beneficial Owner or to another person shown to the reasonable satisfaction of the directors to be a nominee for the Beneficial Owner only
- (c) Where a person to whom any Shares have been transferred as a nominee pursuant to this Article 17 2 ceases to hold such Shares as nominee for the Beneficial Owner only he shall forthwith transfer such Shares to the Beneficial Owner or to another person shown to the reasonable satisfaction of the directors to be a nominee for the Beneficial Owner only and in default of doing so he shall be deemed to have given a Transfer Notice in respect thereof provided that the price shall be the issue price (including any premium)

17 3 Pre-emption

Except in the case of a transfer permitted by Articles 17 1, 17 2 or a transfer pursuant to a transfer notice deemed to have been given in accordance with Articles 17 1(c) or 17 2(c), the right to transfer or otherwise dispose of a Share or any interest in or arising from a Share (or an option, warrant or other like right to acquire any Share (whether by subscription or otherwise) being deemed to be an interest in a Share for this purpose) shall be subject to the following restrictions and provisions, namely

- (a) Before transferring or disposing of any Share or any interest in or arising from any Share or any rights attaching to any Share, the person proposing to transfer or dispose of the same (a “**Proposing Transferor**”) shall give a notice in writing (a “**Transfer Notice**”) to the Company specifying the Shares, interest and/or rights of which the Proposing Transferor wishes to dispose Notwithstanding that a Transfer Notice specifies that the Proposing Transferor wishes to dispose only of an interest in or arising from, and/or any right(s) attaching to, such Shares the Transfer Notice shall (regardless of any provisions in the Transfer Notice to the contrary) unconditionally constitute the Company the agent of the Proposing Transferor for the sale of all the legal title to, beneficial ownership of and all interests and rights attaching to the Shares referred to in the Transfer Notice (the “**Sale Shares**”) at the Sale Price in accordance with the provisions of

this Article Except in the case of any Transfer Notice which a Member is bound to give or is deemed to have given pursuant to these Articles (a “**Mandatory Transfer Notice**”), a Transfer Notice may include a condition (a “**Total Transfer Condition**”) that if all the Sale Shares (of whatever class) are not sold to Members and/or such other persons as are referred to in Articles 17 3(d) and 17 3(e), then none shall be so sold If a Total Transfer Condition is included then any offer of Sale Shares shall be made subject to Article 17 3(h) Shares of different classes may not be included in the same Transfer Notice other than a Mandatory Transfer Notice

- (b) Except in the case of a Mandatory Transfer Notice, the Transfer Notice may state, in addition to details of the Sale Shares
 - (i) the name or names of a person or persons (“**Proposing Transferee**”) to whom the Sale Shares (or an interest or right or arising from the Sale Shares) are proposed to be transferred if the Sale Shares are not acquired by Purchasers, and
 - (ii) the entire consideration per Share for which any such transfer or transfers will be made (and, if any of the said consideration is not a cash price expressed in pounds sterling a cash price per share which is so expressed and which is reasonably commensurate with the entire consideration),

and in such event such price shall be the **Sale Price** (subject to the deduction of any net dividend or other distribution declared or made after such agreement and prior to the sale of the Sale Shares)

- (c) In the case of a Mandatory Transfer Notice or a Transfer Notice which does not state the further details referred to in Article 17 3(b)(ii) or in any case which does not fall within Article 17 3(b) if not more than 15 days after the date on which the Transfer Notice was given the Proposing Transferor and the directors have agreed a price per Share as representing the fair value of the Sale Shares or as being acceptable to the Proposing Transferor, then such price shall be the Sale Price (subject to the deduction of any net dividend or other distribution declared or made after such agreement and prior to the sale of the Sale Shares)
- (d) Within 21 days after the receipt by the Company of a Transfer Notice or, in a case falling within Article 17 3 (c), the agreement or determination of the Sale Price, the directors may resolve (and, if so, notify the Company forthwith, which, in turn, shall, within two days after receipt of such notification, notify the Proposing Transferor and all other Members) that the Company shall purchase the Sale Shares pursuant to the provisions of part 18 of the Companies Act, in which case the chairman of the directors shall determine a timetable for such purchase to which all parties and Members shall adhere
- (e) Subject to Articles 17 3(d) and 17 3(f) Sale Shares shall be offered in writing by the Company to all existing holders of Shares (other than the

Proposing Transferor and any permitted transferee of the Proposing Transferor under Article 17) *pari passu* as though the same constituted a single class of Shares

- (f) The Company shall not be required to, and shall not, offer any Sale Shares to any person who remains a Member but who has been deemed to have given a Mandatory Transfer Notice on or prior to the date on which any such offer as is referred to in Article 17 3(e) is made
- (g) Any such offer as is required to be made by the Company pursuant to Article 17 3(e) shall state that the offer must be accepted within 14 days or in default will lapse. Following any such offer, if acceptances are received in respect of an aggregate number of Shares in excess of that offered, the number of Sale Shares shall be allocated amongst those who have accepted the same in proportion to the number of Shares held by each acceptor (or in the case of any such offer made to persons who are not already Members on such basis as the directors shall determine) provided that no acceptor shall be obliged to acquire more Sale Shares than the number for which he has applied and so that the provisions of this Article shall continue to apply *mutatis mutandis* until all Shares which any such acceptor would but for this proviso have acquired on the proportionate basis specified above have been allocated accordingly
- (h) If a Transfer Notice validly contains a Total Transfer Condition then any such offer as aforesaid shall be conditional upon such condition being satisfied and no acceptance of an offer of Sale Shares will become effective unless such condition is satisfied
- (i) If pursuant to the Article 17 3(e) the Company finds Members ("**Purchasers**") to purchase some or (if Article 17 3(h) shall apply) all of the Sale Shares and gives notice in writing of the same to the Proposing Transferor he shall be bound, upon payment of the Sale Price, to transfer such Shares to the respective Purchasers. Every such notice shall state the name and address of the Purchaser or Purchasers and the number of the Sale Shares agreed to be purchased by him or them and the purchase shall be completed at a place and time to be appointed by the directors not being less than three days nor more than ten days after the date of such notice
- (j) If a Proposing Transferor fails or refuses to transfer any Sale Shares to a Purchaser, the directors shall authorise some person to execute and deliver on his behalf the necessary transfer and all other documents deeds and other instruments necessary or proper in connection with such transfer and the Company may receive the purchase money in trust for the Proposing Transferor and cause the Purchaser to be registered as the holder of such Shares. The receipt of the Company for the purchase money shall be a good discharge to the Purchaser (who shall not be bound to see to its application) and after the Purchaser has been registered in purported exercise of the powers set out in this Article 17 3(j) the validity of the proceedings shall not be questioned by any person

- (k) If a Proposing Transferor fails or refuses to sell any Sale Shares to the Company, following a resolution that the Company shall purchase the Sale Shares pursuant to Article 17 3(d), the directors shall authorise some person to complete execute and deliver on his behalf all documents, deeds and other instruments necessary or proper in connection with such sale. After the sale has been effected in purported exercise of the powers set out in this Article 17 3(k) the validity of the proceedings shall not be questioned by any person.
- (l) If by the procedure set out above the Company does not find Purchasers willing to purchase some or (if Article 17 3(h) shall apply) all of the Sale Shares, the Company shall give notice in writing of that fact to the Proposing Transferor within 7 days after the last date for acceptances pursuant to the preceding provisions of this Article 17. Subject to the proviso below, the Proposing Transferor, at any time up to the expiration of 30 days after the date of such notice shall be at liberty to transfer those of the Sale Shares not purchased by Purchasers or all the Sale Shares (as the case may be) to the Proposing Transferee or to any one person on a bona fide sale at any price not being less than the Sale Price. Provided that the directors may require the Proposing Transferor to provide evidence to them (to their reasonable satisfaction) that such Shares are being transferred in pursuance of a bona fide sale to the purchaser and for the consideration stated in the transfer without any deduction, rebate, allowance or indulgent terms whatsoever and, if not so satisfied, may refuse to register the instrument of transfer.

18. DRAG ALONG/TAG ALONG RIGHTS

- 18 1 No sale or transfer of a Share or Shares shall be made or registered if the same would result in a person or persons acting in concert who are not Members at the date of adoption of these Articles ("**Purchasing Group**") holding or increasing their shareholding in the Company to 75% or more of the Shares, unless before the sale is made or the transfer is lodged for registration, the Purchasing Group has made a written offer, which shall have remained open for at least 21 days, to purchase all the Shares in issue immediately before such sale or transfer at the Third Party Price.
- 18 2 For the purposes of this Article 19 the expression "**Third Party Price**" shall mean the price per Share which has been offered for each Share whose proposed transfer has led to the offer. In the event of disagreement as to the Third Party Price the matter shall be referred to the Auditors (acting as experts and not as arbitrators) for determination. The costs of the Auditors shall be borne equally by the parties concerned and their decision shall be final and binding.
- 18 3 If transfers under Article 19 1 result in members of the Purchasing Group holding or increasing their shareholding to 75% or more of the Shares, the members of the Purchasing Group may by written notice to the Company served within 30 days after the last of such transfers require the Company as agent for the Purchasing Group to

serve notices (each a “**Compulsory Purchase Notice**”) on each of the other Members holding Shares (“**Minority Shareholders**”) requiring them to sell their Shares to one or more persons identified as members of the Purchasing Group at the Third Party Price (provided that if the Third Party Price is based on consideration paid or agreed to be paid pursuant to a transaction between Connected Persons or between persons acting in concert the consideration payable shall, if higher, be the Net Asset Value certified in accordance with Article 19 6) The Company shall serve the Compulsory Purchase Notices forthwith and for 28 days from the service of the Compulsory Purchase Notices the Minority Shareholders shall not be entitled to transfer their Shares to anyone except the Purchasing Group or persons identified by them

- 18 4 The Purchasing Group shall complete the purchase of all the Shares in respect of which a Compulsory Purchase Notice has been given at the same time and, in any event, no later than 21 days after the date of the service of such Compulsory Purchase Notices The consideration shall be payable in full without any set off Any transfer pursuant to a Compulsory Purchase Notice shall not require the proposing transferor to give a Transfer Notice The directors shall not register any transfer, and no member of the Purchasing Group shall be entitled to exercise or direct the exercise of any rights in respect of any Shares to be transferred pursuant to this Article 19 4, until in each case the member of the Purchasing Group has fulfilled all his obligations pursuant to this Article 19 4
- 18 5 If on the expiration of 28 days after the service of the Compulsory Purchase Notices a Minority Shareholder has not transferred his Shares to any member of the Purchasing Group against payment of the price for them, the directors may authorise some person to execute and deliver on his behalf any necessary transfer in favour of the relevant member(s) of the Purchasing Group and the directors shall receive the consideration in respect of such Shares and shall (subject to the transfer being duly stamped) cause the name of the relevant member(s) of the Purchasing Group to be entered into the register of members of the Company as the holder of the relevant Shares The Company shall hold the consideration in trust for the Minority Shareholder but shall not be bound to earn or pay interest on it The receipt of the Company for the consideration shall be a good receipt for the price of the relevant Shares, but the Purchasing Group shall not be discharged from procuring that the Company applies the money in payment to the Minority Shareholder against delivery by the Minority Shareholder of the certificate in respect of the Shares or an indemnity in respect of the same After the name of the member of the Purchasing Group has been entered in the register of members of the Company in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person
- 18 6 For the purposes of Article 19 3 the “**Net Asset Value**” shall be the price certified by the Auditors acting as experts and not as arbitrators, to be the value of the relevant Shares at the relevant time (calculated on the basis of the net asset value of the Company by reference to the value of the whole of the issued share capital of the Company and taking no account of the percentage of the capital represented by such

Shares but taking into account, if such be the case, any discount that might attach to such Shares if they constitute a minority interest, any restriction on the Shares as to their participation in a distribution of assets or retained profits and any transfer restrictions which apply to the Shares pursuant to these Articles) The costs of the Auditors shall be borne as determined by the Auditors

DECISION MAKING BY SHAREHOLDERS

19 POLL VOTES

- 19 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
- 19 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

20 PROXIES

- 20 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"
- 20 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

21. MEANS OF COMMUNICATION TO BE USED

- 21 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),
 - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address,

- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this Article, no account shall be taken of any part of a day that is not a business day

- 21 2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act

22. INDEMNITY

- 22 1 Subject to Article 23 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 23 1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

- 22 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

22 3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss

22 4 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 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(b) 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), and
- (c) 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