

Company number: 09787089

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

SPIRALYTICS LTD

Circulation date: 14 AUGUST 2017

In accordance with the provisions of Chapter 2 of Part 13 Companies Act 2006 (the **Act**), the following resolutions are proposed as ordinary or special resolutions of the Company (as indicated):

SPECIAL RESOLUTION

1. **THAT**, the articles of association of the Company attached to this written resolution be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company including the relevant provisions of the company's memorandum of association which, by virtue of section 28 of the Act, are treated as provisions of the company's articles of association.
2. **THAT**, subject to and conditional upon the passing of the resolution numbered 3 in this written resolution and in substitution for all existing and unexercised authorities and powers, the directors of the Company be empowered pursuant to section 570 of the Act to allot equity securities (as defined in section 560 of the Act) pursuant to the authority conferred upon them by resolution 3 as if section 561 of the Act did not apply to any such allotment provided that this authority and power shall expire on the day before the fifth anniversary of the date of the passing of this resolution, save that the Company may, before the expiry of such period, make an offer or agreement which would or might require equity securities to be allotted after such expiry and the directors may allot equity securities in pursuance of such offer or agreement as if the power conferred by this resolution had not expired.

ORDINARY RESOLUTION

3. **THAT**, in substitution for all existing and unexercised authorities and powers, the directors of the Company be generally and unconditionally authorised for the purpose of section 551 of the Act to exercise all or any of the powers of the Company to allot shares in the Company or to grant rights to subscribe for, or to convert any security into, shares in the Company (such shares and rights being together referred to in this resolution as **Relevant Securities**) up to an aggregate nominal value of £93.82 to such persons at such times and generally on such terms and conditions as the directors may determine (subject always to the articles of association of the Company), provided that this authority shall, unless previously renewed, varied or revoked by the Company in general meeting, expire on the day before the fifth anniversary of the date of the passing of this resolution, save that the directors of the Company may, before the expiry of such period, make an offer or agreement which would or might require Relevant Securities to be allotted after the expiry of such period and the directors of the Company may allot Relevant Securities in pursuance of such offer or agreement as if the authority conferred by this resolution had not expired.

THURSDAY



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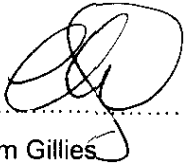
17/08/2017

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COMPANIES HOUSE

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

The person named below, being a person eligible to vote on the above resolutions, irrevocably agrees to each of those resolutions.



.....
Liam Gillies

14 August 2017

.....
Date

NOTES:

1. You may choose to agree to all of the resolutions set out in this document or none of them, but you cannot choose to agree to only some of them. If you agree to all of the resolutions, please sign and date this document to confirm your agreement and then return it to the Company using one of the following methods:
 - **By hand:** delivering the signed copy to the Company's registered office.
 - **Post:** returning the signed copy by post to the Company's registered office.

If you do not agree to all 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. The resolutions set out above will lapse if the required majority of eligible members have not signified their agreement to them by the end of the period of 28 days beginning with the circulation date set out above. If you agree to the resolutions please ensure that your agreement reaches us before that 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.

♦ Gateley Plc

hA.

DATED 14 AUGUST 2016 7

SPIRALYTICS LTD
(company number 09787089)

ARTICLES OF ASSOCIATION
adopted on 14 AUGUST 2016 7

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Company number: 09787089

**PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION OF**

SPIRALYTICS LTD

1. DEFINITIONS AND INTERPRETATION

1.1 In these Articles the following definitions will apply.

Act

the Companies Act 2006;

Adoption Date

the date of the adoption of these Articles by the Company;

Auditors

the auditors or reporting accountants of the Company for the time being or if, in relation to any reference made to such auditors or reporting accountants in accordance with these Articles, the auditors or reporting accountants of the Company are unable or unwilling to act in connection with that reference, a chartered accountant nominated by, and engaged on terms approved by, the Directors in their absolute discretion, and acting as agent for the Company and each relevant Shareholder,

Business Day

any day other than a Saturday, Sunday or public holiday in England,

Director

a duly appointed director of the Company for the time being;

Eligible Director

a Director who would be entitled to vote on the matter at a meeting of the Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter) and references to eligible directors in article 8 of the Model Articles shall be construed accordingly;

Encumbrance

a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, right of set-off, third-party right or interest, assignment by way of security, other encumbrance or security interest of any kind or another type of preferential arrangement (including a title transfer or retention arrangement) having similar effect howsoever arising (but excluding any such rights or arrangements arising under these Articles or the Shareholders' Agreement);

Family Member

in relation to any Shareholder, the spouse or civil partner of that Shareholder and their children (including step and adopted children) from time to time;

Family Trust

a trust under which the only persons being (or capable of being) beneficiaries are:

- (a) the settlor (being a Member), and/or
- (b) the Family Members of that settlor; and;
- (c) any charity or charities as default beneficiaries (meaning that such charity or charities have no immediate beneficial interest in any of the settled property or the income from

that settled property when the trust is created but may become so interested if there are no other beneficiaries for the time being except other charities),

and under which no power of control over the voting powers conferred by any Share is exercisable at any time by, or subject to the consent of, any person other than the trustees, the settlor or the Family Members of that settlor For the purposes of this definition:

- (i) settlor shall include a testator or an intestate in relation to a Family Trust arising under a testamentary disposition or an intestacy of a deceased Shareholder (as the case may be); and
- (ii) Family Member shall include the widow or widower of the settlor or the surviving civil partner of such settlor at the date of his death;

Majority

the holder(s) from time to time of not less than 90% of the Shares;

Market Value

the price per Sale Share determined in accordance with article 5.2 2;

Model Articles

the model articles for private companies limited by shares contained in schedule 1 of the Companies (Model Articles) Regulations 2008 as amended prior to, and in force as at, the Adoption Date;

Relevant Securities

any Shares, or any right to subscribe for or convert any securities into any Shares,

Sale Shares

has the meaning given in article 5.1 2(a);

Share

any share of any class in the capital of the Company for the time being;

Shareholder

a registered holder for the time being of an issued Share, as recorded in the register of members of the Company;

Shareholders' Agreement

the agreement dated evenly with the Adoption Date and made between the Company and the Shareholders on that date; and

Transfer Notice

a notice in accordance with article 5 that a Shareholder wishes to transfer his Shares.

1.2 These Articles and the provisions of the Model Articles (subject to any modifications set out in these Articles) shall constitute all the articles of association of the Company.

1.3 In these Articles a reference to:

1.3.1 a statutory provision includes a reference to the statutory provision as replaced, modified or re-enacted from time to time before or after the Adoption Date and any subordinate legislation made under the statutory provision before or after the Adoption Date;

1.3.2 a "subsidiary" shall include a reference to a "subsidiary" and a "subsidiary undertaking" (each as defined in the Act) and a reference to a "holding company" shall include a reference to a "holding company" and a "parent undertaking" (each as defined in the Act),

1.3.3 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a

- legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- 1.3.4 writing includes any mode of reproducing words in a legible and non-transitory form other than email and fax,
- 1.3.5 "these Articles" is to these articles of association (including the provisions of the Model Articles incorporated in them), and a reference to an article is to an article of these Articles, in each case as amended from time to time in accordance with the terms of these Articles and the Act; and
- 1.3.6 any agreement or document is to that agreement or document as in force for the time being and as amended from time to time in accordance with the terms of that agreement or document or with the agreement of all the relevant parties.
- 1.4 The contents table and headings in these Articles are for convenience only and do not affect the interpretation or construction of these Articles.
- 1.5 Words importing the singular include the plural and vice versa and words importing a gender include every gender
- 1.6 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 2 ISSUE OF SHARES**
- 2.1 Subject to articles 2.2 to 2.6, the Directors are generally and unconditionally authorised for the purposes of section 551 of the Act to exercise any power of the Company to allot Relevant Securities. The authority granted under this article 2.1 shall:
- 2.1.1 be limited to a maximum amount in nominal value of £123.45;
- 2.1.2 only apply in so far as it is not renewed, waived or revoked by ordinary resolution of the Shareholders; and
- 2.1.3 expire on the day immediately preceding the fifth anniversary of the Adoption Date, provided that the Directors may allot Relevant Securities after the expiry of such period in pursuance of an offer or agreement to do so made by the Company within such period.
- 2.2 Unless otherwise determined by special resolution of the Company, any Relevant Securities which the Directors propose to allot, grant or otherwise dispose of shall, before they are so allotted, granted or otherwise disposed of, be offered to the Shareholders holding Shares. Such offer shall be made by means of a notice (a **Subscription Notice**) served by the Directors on all Shareholders holding Shares which shall
- 2.2.1 state the number and class of Relevant Securities offered;
- 2.2.2 state the subscription price per Relevant Security, which shall be determined by the Directors with the consent of a Majority;
- 2.2.3 invite the relevant offerees to respond in writing to the Company stating the number of Relevant Securities for which they wish to subscribe; and
- 2.2.4 expire, and the offer made in that Subscription Notice to an offeree shall be deemed to be withdrawn if not previously accepted by such offeree, on the date specified in the Subscription Notice, being not less than 10 nor more than 20 Business Days after the date of the Subscription Notice
- 2.3 After the expiry of the period referred to in the Subscription Notice or, if sooner, upon all Shareholders to whom a Subscription Notice was sent having responded to the Subscription Notice (in either case, the **Subscription Allocation Date**), the Directors shall allocate the Relevant Securities in accordance with the applications received provided that:
- 2.3.1 no Relevant Securities shall be allocated to any Shareholder who, at the Subscription Allocation Date, is bound to give, or has given or is deemed to have given, a Transfer Notice in respect of any Shares registered in his name;

- 2.3.2 if there are applications for more than the number of Relevant Securities available, the Relevant Securities shall be allocated to the relevant applicants in proportion (as nearly as practicable but without allocating to any applicant more Relevant Securities than it applied for) to the number of Shares held by each of them respectively; and
- 2.3.3 the allocation of any fractional entitlements to Relevant Securities amongst the Shareholders shall be dealt with by the Directors in such manner as they see fit.
- 2.4 Within five Business Days of the Subscription Allocation Date the Directors shall give notice in writing (a **Subscription Allocation Notice**) to each Shareholder to whom Relevant Securities have been allocated pursuant to article 2.3 (each a **Subscriber**). A Subscription Allocation Notice shall state:
- 2.4.1 the number and class of Relevant Securities allocated to that Subscriber;
- 2.4.2 the aggregate subscription price payable by the Subscriber in respect of the Relevant Securities allocated to him; and
- 2.4.3 the place, date and time (being not less than two nor more than five Business Days after the date of the Subscription Allocation Notice) at which completion of the subscription for the Relevant Securities shall take place
- 2.5 Completion of a subscription for Relevant Securities pursuant to a Subscription Allocation Notice shall take place at the place, date and time specified in the Subscription Allocation Notice when the Subscriber will pay the relevant subscription monies to the Company in cleared funds and the Company will allot or grant the Relevant Securities to that Subscriber and deliver to that Subscriber a duly executed share certificate or certificate of grant (as the case may be) in respect thereof. If a Subscriber shall fail for any reason to pay the relevant subscription monies in respect of any Relevant Securities to the Company in cleared funds by the date specified in the Subscription Allocation Notice he shall be deemed to have declined the offer made to him in respect of those Relevant Securities which shall immediately be deemed to be released from the provisions of articles 2.2 to 2.4.
- 2.6 Any Relevant Securities which are not accepted pursuant to articles 2.2 to 2.4, and any Relevant Securities released from the provisions of those articles either by virtue of a Subscriber's default in accordance with article 2.5 or by virtue of a special resolution of the Company, may be offered by the Directors to any person and such Relevant Securities shall, subject to the provisions of the Act, be at the disposal of the Directors who may allot, grant or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think fit in their absolute discretion, provided that:
- 2.6.1 no Share shall be issued at a discount;
- 2.6.2 no Relevant Securities shall be allotted, granted or otherwise disposed of on terms which are more favourable than those on which they were offered to the Shareholders pursuant to article 2.2; and
- 2.6.3 no Relevant Securities shall be allotted, granted or otherwise disposed of more than three months after the date of the relevant Subscription Notice in respect thereof (or, in the case of Relevant Securities released from the provisions of articles 2.2 to 2.4 by virtue of a special resolution, the date of that special resolution) unless the procedure in articles 2.2 to 2.4 is repeated in relation to that Relevant Security.
- 2.7 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to the Company.
- 2.8 Notwithstanding any other provision of these Articles, no Share shall be allotted to a person who is not already a party to the Shareholders' Agreement unless that person has entered into a deed of adherence to, and in the form required by, the Shareholders' Agreement
3. **TRANSFER OF SHARES - GENERAL**
- 3.1 Subject to articles 3.2 and 3.3, the Directors shall forthwith register any duly stamped transfer made in accordance with, or permitted by, these Articles and the Directors shall not

register any transfer of Shares which is not so made or permitted. Article 26(5) of the Model Articles shall not apply to the Company.

- 3.2 No transfer shall be registered unless the relevant transferee, if not already a party to the Shareholders' Agreement, has entered into a deed of adherence to, and in the form required by, the Shareholders' Agreement.

- 3.3 For the purposes of ensuring that:

3.3.1 a transfer of any Share is in accordance with these Articles; or

3.3.2 no circumstances have arisen whereby a Shareholder is required to give or may be deemed to have given a Transfer Notice in respect of any Share,

the Directors may from time to time require any Shareholder to provide, or to procure that any person named as the transferee in any transfer lodged for registration or any other person whom the Directors reasonably believe to have information relevant to such purpose provides, such information and evidence as the Directors may reasonably require for such purpose. Pending such information or evidence being provided, the Directors are entitled to refuse to register any relevant transfer of Shares.

- 3.4 If any information or evidence provided pursuant to article 3.3 discloses to the reasonable satisfaction of the Directors that circumstances have arisen whereby a Shareholder may be required to give or be deemed to have given a Transfer Notice, the Directors may, by notice in writing to the relevant Shareholder, require that a Transfer Notice be given in respect of the Shares concerned.

- 3.5 In any case where a Shareholder is required to give a Transfer Notice in accordance with the provisions of these Articles and such Transfer Notice is not duly given within a period of five Business Days of written notice from the Directors to the relevant Shareholder requesting that such Transfer Notice be duly given, such Transfer Notice shall be deemed to have been given immediately upon the expiry of that period of five Business Days. Notwithstanding any other provision of these Articles, unless the Directors resolve otherwise, any Shares which are the subject of a Transfer Notice deemed to have been served in accordance with this article 3.5 (and any Shares received after the date of service, or deemed service, of any such Transfer Notice by way of rights or on a capitalisation in respect of the Shares which are the subject of that Transfer Notice) shall with effect from the date of the relevant deemed Transfer Notice (or, if later, the date on which such Shares are issued), cease to confer upon the holder thereof any right to receive notice of, or attend, speak or vote at, any general meeting of the Company (or at any meeting of the holders of any class of Shares) or any right to receive or vote on any written resolution of the Company (or the holders of any class of Shares) until such time as another person is entered in the register of members of the Company as the holder of those Shares.

- 3.6 Notwithstanding any other provision of these Articles, an obligation to transfer a Share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Share free from all Encumbrances

- 3.7 Notwithstanding any other provision of these Articles, no transfer of any Share which is the subject of a Transfer Notice shall be permitted pursuant to article 4.

4 PERMITTED TRANSFERS

4.1 Transfer with consent

Any Shares may be transferred at any time with the prior written consent of all the Shareholders.

4.2 Transfer to a Family Member

4.2.1 Subject to article 4.2.2, any Shareholder may at any time transfer any of the Shares held by him to one or more of his Family Members

4.2.2 Where any Shareholder (in this article 4.2.2 the **transferor**) transfers Shares to a Family Member (in this article 4.2.2 the **transferee**) the transferor shall procure, before the transfer is presented for registration, that he is appointed, on terms reasonably satisfactory to the Directors, as the attorney of the

transferee to exercise, in the name of and on behalf of the transferee, all or any of the rights in relation to the Shares transferred to him and with full (unconditional and irrevocable) authority to sell those Shares on behalf of the transferee. For this purpose the transferee authorises the Company to send any written resolutions, notices or other communications in respect of the Shares registered in the name of the transferee to the transferor

4.2.3 Where, following a transfer of Shares pursuant to article 4.2.1, the transferee of those Shares ceases for any reason to be a Family Member of the original transferor of those Shares, such transferee shall within 20 Business Days of a written request to do so from the Directors, transfer all the Shares held by him to the original transferor failing which the Directors may either authorise and instruct any Director to execute a transfer of the Shares on behalf of the relevant transferee and register the original transferor of those Shares as the holder of such Shares or require such transferee to serve a Transfer Notice in respect of all the Shares held by him in which case the provisions of article 5 shall apply.

4.2.4 A Family Member to whom Shares have been transferred pursuant to this article 4.2 may transfer those Shares back to the original transferor at any time but may not otherwise transfer such Shares pursuant to this article 4.2 or article 4.3.

4.3 **Transfer to a Family Trust**

4.3.1 Any Shareholder may at any time transfer any of the Shares held by him to one or more trustees to be held on a Family Trust.

4.3.2 Where any Shares are held by a trustee(s) on a Family Trust, those Shares may be transferred to:

- (a) any new trustee(s) of the Family Trust appointed on a change in trustee(s);
- (b) the settlor of such Family Trust;
- (c) the trustees of another Family Trust which has the same settlor, or
- (d) any Family Member of the settlor of such Family Trust on their becoming entitled to such Shares under the terms of the Family Trust

4.3.3 Where any Shares are held by a trustee(s) on a Family Trust and either:

- (a) the relevant trust ceases to be a Family Trust in relation to the settlor; or
- (b) there ceases to be any beneficiaries of the Family Trust other than charities

the trustee(s) shall forthwith, and in any event within 20 Business Days of the date on which the trust ceased to be such a Family Trust or there ceased to be any beneficiaries as above, transfer all the Shares held by them to the member who originally transferred the Shares to the Family Trust pursuant to this article 4.3, failing which the Directors may either authorise and instruct any Director to execute a transfer of the Shares on behalf of the relevant transferee and register the original transferor of those Shares as the holder of such Shares or require such trustee(s) to serve a Transfer Notice in respect of all the Shares held by them in which case the provisions of article 5 shall apply.

5. **PRE-EMPTION ON TRANSFER OF SHARES**

5.1 **Transfer Notice**

5.1.1 Except as permitted under article 4 (Permitted Transfers), any Shareholder (a **Seller**) who wishes to transfer any Share (or any interest in any Share) shall, before transferring or agreeing to transfer such Share (or interest), give notice in writing (a **Transfer Notice**) to the Company of its wish

5.1.2 Subject to article 5.1.3, a Transfer Notice shall:

- (a) state the number of Shares (or interest in Shares) (the **Sale Shares**) which the Seller wishes to transfer;
- (b) state the name of the person to whom the Seller wishes to transfer the Sale Shares;
- (c) state the price per Sale Share (the **Proposed Price**) at which the Seller wishes to transfer the Sale Shares;
- (d) state if the Transfer Notice is conditional upon all (and not only part) of the Sale Shares being sold pursuant to this article 5 (a **Total Transfer Condition**);
- (e) constitute the Company as the agent of the Seller in relation to the sale of the Sale Shares in accordance with this article 5; and
- (f) not be capable of variation or cancellation without the consent of all the Shareholders other than the Seller.

5.1.3 Where a Transfer Notice is one which is deemed to have been given by virtue of any provision of these Articles:

- (a) it shall relate to all the Shares registered in the name of the Seller;
- (b) it shall not contain a Total Transfer Condition;
- (c) the Transfer Price shall be determined in accordance with articles 5.2.1(b) and 5.2.1(c);
- (d) it shall be irrevocable; and
- (e) subject to article 3.5, the Seller may retain any Sale Shares for which Buyers (as defined in article 5.1.2(a)) are not found provided that the Seller shall not at any time thereafter be permitted to transfer all or any of such retained Sale Shares pursuant to article 4.

5.2 **Transfer Price**

5.2.1 The Sale Shares will be offered for sale in accordance with this article 5 at the following price (the **Transfer Price**):

- (a) subject to the consent of the Directors, the Proposed Price; or
- (b) such other price as may be agreed between the Seller and the Directors, within 10 Business Days of the date of service (or deemed service) of the Transfer Notice; or
- (c) if no price is agreed pursuant to article 5.2.1(b) within the period specified in that article, or if the Directors direct at any time during that period, whichever is the lower of (i) the Proposed Price and (ii) the Market Value.

5.2.2 If the Seller and the Directors are unable to agree on the Transfer Price in accordance with article 5.2.1(b) or if the Directors direct in accordance with article 5.2.1(c), the Directors shall forthwith instruct the Auditors to determine and certify the Market Value of each Sale Share calculated on the basis that:

- (a) the Market Value is the sum which a willing buyer would agree with a willing seller to be the purchase price for all the Shares then in issue, divided by the number of Shares then in issue;
- (b) no account shall be taken of the size of the holding which the Sale Shares comprise or whether the Sale Shares represent a majority or minority interest; and
- (c) any difficulty in applying any of the bases set out above shall be resolved by the Auditors as they, in their absolute discretion, think fit.

5.2.3 The decision of the Auditors (who shall be deemed to act as an expert and not as an arbitrator) shall be final and binding on the Shareholders, save in the

event of fraud or manifest error, and their costs for reporting on their opinion of the Market Value shall, subject to article 5.2.4, be borne as directed by the Auditors (taking into account the conduct of the parties) or, in the absence of any such direction, as to one half by the Seller and the other half by the Company

- 5.2.4 Where in the case of a Transfer Notice which is deemed to have been given by virtue of any provision of these Articles, the Market Value is less than the price proposed by the Directors to the Seller not less than 5 Business Days prior to receipt of the Auditors' report by the Company, then the Auditors' fees shall be borne wholly by the Seller.

5.3 Offer Notice

- 5.3.1 Subject to article 5.3.2, the Directors shall serve a notice (an **Offer Notice**) on all Shareholders within 10 Business Days of the Transfer Price being agreed or determined in accordance with these Articles.
- 5.3.2 An Offer Notice shall not be sent to, and no Sale Shares shall be treated as offered to:
- (a) the Seller; and
 - (b) any Shareholder who, at the date of the Offer Notice, is bound to give, or has given or is deemed to have given a Transfer Notice in respect of any Shares registered in his name
- 5.3.3 An Offer Notice shall:
- (a) state the Transfer Price;
 - (b) contain the other relevant information set out in the Transfer Notice;
 - (c) invite the relevant offerees to respond in writing to the Company stating the number of Sale Shares which they wish to purchase; and
 - (d) expire, and the offer made in that notice to an offeree shall be deemed to be withdrawn if not previously accepted by such offeree, on a date which is not less than 20 nor more than 40 Business Days after the date of service of the Offer Notice.

5.4 Allocation of Sale Shares

- 5.4.1 After the expiry of the period specified in the Offer Notice or, if sooner, upon all Shareholders to whom an Offer Notice was sent having responded to that Offer Notice (in either case the **Allocation Date**), the Directors shall allocate the Sale Shares in accordance with the applications received provided that:
- (a) if there are applications for more than the number of Sale Shares available, the Sale Shares shall be allocated to the relevant applicants in proportion (as nearly as practicable but without allocating to any applicant more Sale Shares than he applied for) to the number of Shares held by each of them respectively;
 - (b) the allocation of any fractional entitlements to Sale Shares amongst the Shareholders shall be dealt with by the Directors in such manner as they see fit.
- 5.4.2 Within five Business Days of the Allocation Date the Directors shall give notice in writing (an **Allocation Notice**) to the Seller and each Shareholder to whom Sale Shares have been allocated pursuant to article 5.4.1 (each a **Buyer**). An Allocation Notice shall state
- (a) the number and class of Sale Shares allocated to that Buyer,
 - (b) the name and address of the Buyer;
 - (c) the aggregate purchase price payable by the Buyer in respect of the Sale Shares allocated to him,

- (d) the information (if any) required pursuant to article 5.4.4, and
 - (e) subject to article 5.4.4, the place, date and time (being not less than two nor more than five Business Days after the date of service of the Allocation Notice) at which completion of the sale and purchase of the relevant Sale Shares shall take place.
- 5.4.3 Subject to article 5.4.4, completion of a sale and purchase of Sale Shares pursuant to an Allocation Notice shall take place at the place, date and time specified in the Allocation Notice when the Seller will, upon payment of the Transfer Price in respect of the Sale Shares allocated to a Buyer, transfer those Sale Shares, and deliver the relevant share certificate(s) in respect of those Shares, to that Buyer.
- 5.4.4 If the Transfer Notice contained a Total Transfer Condition and the total number of Shares applied for and allocated to the Buyers in accordance with article 5.4.1 is less than the total number of Sale Shares then:
 - (a) the Allocation Notice will refer to the Total Transfer Condition and will contain a further offer (the **Further Offer**) to the Buyers inviting them to apply for further Sale Shares at the Transfer Price;
 - (b) the Further Offer shall expire, and shall be deemed to be withdrawn, upon the expiry of the period (being not more than 20 Business Days) specified in the Allocation Notice;
 - (c) any Sale Shares accepted by the Buyers pursuant to the Further Offer shall be allocated amongst them in accordance with the provisions of articles 5.4.1(a) and 5.4.1(b); and
 - (d) following the allocation of any Sale Shares amongst the Buyers and provided all the Sale Shares have then been allocated, the Directors shall issue revised Allocation Notices in accordance with article 5.4.2 but omitting article 5.4.2(d).
- 5.4.5 Subject to article 5.4.6, the service of an Allocation Notice (or a revised Allocation Notice in accordance with article 5.4.4) shall constitute the acceptance by a Buyer of the offer to purchase the number of Sale Shares specified in that notice on the terms offered to that Buyer.
- 5.4.6 If after following the procedure set out in this article 5 the total number of Shares applied for and allocated to the Buyers remains less than the total number of Sale Shares, then
 - (a) if the Transfer Notice contained a Total Transfer Condition, then notwithstanding any other provision of this article 5 no Sale Shares shall be deemed to have been allocated to any Buyer and the Seller and the Buyers shall not be bound to sell or purchase any Sale Shares in accordance with this article 5; and
 - (b) the Company shall notify the Seller that it has failed to find Buyers for all or some (as the case may be) of the Sale Shares.

5.5 **Default by the Seller**

- 5.5.1 If a Seller shall fail for any reason to transfer any Sale Shares to a Buyer when required by this article 5, the Directors may authorise and instruct any Director to execute each necessary transfer of Sale Shares on the Seller's behalf and to deliver that transfer to the relevant Buyer.
- 5.5.2 The Company may receive the purchase money from a Buyer on behalf of the Seller and thereafter shall, subject to due stamping, enter the name of that Buyer in the register of members of the Company as the holder of the Sale Shares so transferred to him. The receipt of the Company for the purchase money shall constitute a good discharge to the Buyer (who shall not be bound to see to the application of it) and after the Buyer has been registered in

purported exercise of the power conferred by this article 5 the validity of the proceedings shall not be questioned by any person.

- 5.5.3 The Company shall hold the relevant purchase money on trust for the Seller (but without interest) and the Company shall not pay such money to the Seller until he has delivered the share certificate(s) in respect of the relevant Shares (or a suitable indemnity or other documentation if an interest in Shares is being transferred, in each case in a form reasonably satisfactory to the Directors) to the Company.

5.6 Transfers following exhaustion of pre-emption rights

If any Sale Shares are not allocated to a Buyer under any of the foregoing provisions of this article 5 the Seller may, at any time within three calendar months of the date of service of the notice referred to in article 5.4.6(b), sell any of those unallocated Sale Shares to the person named in the Transfer Notice at not less than the Transfer Price (without any deduction, rebate or allowance to the proposed purchaser) provided that:

- 5.6.1 no Sale Shares shall be sold to, and the Directors shall not register a transfer to, a person who is not already a Shareholder without the prior written consent of a Majority, and
- 5.6.2 if the Transfer Notice contained a Total Transfer Condition, the Seller shall not be entitled to sell only some of the Sale Shares without the prior written consent of the Directors and a Majority.

6 GENERAL MEETINGS

- 6.1 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon. Two Shareholders, present either in person, by proxy or by a duly appointed corporate representative shall be a quorum.
- 6.2 Article 41 of the Model Articles shall be amended by the addition of the following as a new paragraph 41(7) in that article: "If within half an hour of the time appointed for the holding of an adjourned meeting a quorum is not present, the meeting shall be dissolved".
- 6.3 The chairman of the board of Directors for the time being shall chair general meetings. If the chairman is unable to attend any general meeting, the Shareholder that appointed him shall be entitled to nominate another Director appointed by it or, in the absence of such another Director, any other person present at the meeting, to act as chairman of the meeting and the appointment of the chairman shall be the first business transacted at the meeting. Article 39 of the Model Articles shall not apply to the Company.
- 6.4 A poll may be demanded at any general meeting by:
- 6.4.1 the chairman; or
- 6.4.2 by any Shareholder present (in person, by proxy or by a duly appointed corporate representative) and entitled to vote on the relevant resolution.
- Article 44(2) of the Model Articles shall not apply to the Company.
- 6.5 Article 44(3) of the Model Articles shall be amended by the insertion of the following as a new paragraph at the end of that article: "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made."
- 6.6 Article 45(1) of the Model Articles shall be amended as follows:
- 6.6.1 by the deletion of the words in Article 45(1)(d) and the insertion of the following in their place: "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 exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate."; and
- 6.6.2 by the insertion of the following as a new paragraph at the end of Article 45(1) "and a proxy notice which is not delivered in such manner shall be invalid

unless the Directors, in their discretion accept the proxy notice any time before the meeting "

7. PROCEEDINGS OF DIRECTORS

7.1 Frequency

Meetings of the Directors shall be held at regular intervals

7.2 Notice

Unless agreed otherwise by the Shareholders:

7.2.1 meetings of the Directors may be convened by any Director by not less than five Business Days' notice provided that a meeting of the Directors may be convened by not less than 24 hours' notice if:

- (a) the interests of the Company would, in the reasonable opinion of a Shareholder, be likely to be materially and adversely affected if the business to be transacted at that meeting were not dealt with as a matter of urgency; or
- (b) a Majority agree in writing; and

7.2.2 notice of each meeting of the Directors shall be sent to each Director (and any alternate duly appointed in accordance with article 8) at the address, fax number or email address notified to the Company for this purpose by each such Director or alternate. Each notice of a meeting shall be accompanied by a full agenda and supporting papers and each meeting shall only deal with the business set out in that agenda.

Article 9(1) of the Model Articles shall not apply to the Company.

7.3 Quorum

7.3.1 Subject to article 7.3.2, two Eligible Directors, present either in person or by a duly appointed alternate, shall be a quorum for any meeting of the Directors. No business shall be transacted at any meeting of the Directors unless the requisite quorum is present at the commencement of the business and also when such business is voted upon. Article 11(2) of the Model Articles shall not apply to the Company

7.3.2 For the purpose of any meeting (or part of a meeting):

- (a) held to authorise a director's conflict of interest under article 10, or
- (b) at which a Director is not permitted to vote on any resolution in accordance with article 10 as a result of a Conflict (as defined in article 10.1),

the quorum for such meeting shall be any one Eligible Director.

7.4 Voting

7.4.1 Save as agreed otherwise in writing by all the Shareholders:

- (a) all decisions made at any meeting of the Directors (or of any committee of the Directors) shall be made by resolution and any such resolution shall be decided by a majority of votes; and
- (b) at any Board meeting each Eligible Director present shall be entitled to cast one vote on each issue put to a vote respectively, regardless of how many such Directors are actually present.

7.4.2 If the number of votes for and against a proposal at a Directors' meeting are equal the chairman shall not have a casting vote. Article 13 of the Model Articles shall not apply to the Company.

7.5 **Adjournment**

7.5.1 If within 30 minutes of the time appointed for a meeting of the Directors there is no quorum present, the Director(s) present shall adjourn the meeting to a place and time not less than three Business Days later and shall procure that notice of such adjourned meeting is given to each Director in accordance with article 7.2. If at such adjourned meeting a quorum is not present within 30 minutes of the time appointed for the adjourned meeting (or such longer period as the chairman may allow), then the meeting shall be dissolved.

8 **ALTERNATE DIRECTORS**

8.1 Any Director (in this article 8, an **appointor**) may appoint as an alternate any other person, to:

8.1.1 exercise that Director's powers; and

8.1.2 carry out that Director's responsibilities,

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

8.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor.

8.3 The notice must:

8.3.1 identify the proposed alternate; and

8.3.2 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.

8.4 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.

8.5 Save as provided otherwise in these Articles, alternate Directors:

8.5.1 are deemed for all purposes to be Directors;

8.5.2 are liable for their own acts and omissions;

8.5.3 are subject to the same restrictions as their appointors; and

8.5.4 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.

8.6 A person who is an alternate Director but not a Director:

8.6.1 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);

8.6.2 may participate in a unanimous decision of the Directors (but only if his appointor is an Eligible Director in relation to that decision and does not himself participate), and

8.6.3 shall not be counted as more than one Director for the purposes of articles 8.6.1 and 8.6.2.

8.7 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.

8.8 An alternate Director is not entitled to receive any remuneration from the Company for serving as an alternate Director except such part of the remuneration of the alternate's appointor as the appointor may direct by notice in writing to the Company. An alternate

Director shall be entitled to be reimbursed by the Company such expenses as might properly be reimbursed to him if he were a Director

8.9 The appointment of an alternate Director terminates.

8.9.1 when the alternate's appointor revokes the appointment by notice in writing to the Company specifying when it is to terminate;

8.9.2 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;

8.9.3 on the death of the alternate's appointor;

8.9.4 when the appointment of the alternate's appointor as a Director terminates; or

8.9.5 when written notice from the alternate, resigning his office, is received by the Company.

9. **TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**

9.1 Subject to sections 177 and 182 of the Act and (where applicable) to any terms and conditions imposed by the Directors under article 10.3, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way (whether directly or indirectly) interested in an existing or proposed transaction or arrangement with the Company.

9.1.1 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,

9.1.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or a committee of Directors) in respect of such transaction or arrangement, or proposed transaction or arrangement, in which he is interested;

9.1.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision of the Directors, in respect of such transaction or arrangement, or proposed transaction or arrangement, in which he is interested;

9.1.4 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;

9.1.5 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

9.1.6 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 contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, 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.

9.2 Articles 14(1) to 14(4) of the Model Articles shall not apply to the Company

10 **DIRECTORS' CONFLICTS OF INTEREST**

10.1 The Directors may, in accordance with the requirements set out in this article 10, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid situations which conflict or possibly may conflict with the interests of the Company (a **Conflict**).

10.2 Any authorisation under this article will be effective only if:

- 10.2.1 the matter in question shall have been proposed by any Director for consideration at a meeting of Directors 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;
- 10.2.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question, and
- 10.2.3 the matter was agreed to without the Director in question or would have been agreed to if his vote had not been counted.
- 10.3 Any authorisation of a Conflict under this article 10 shall be in recorded in writing (but the authorisation shall be effective whether or not the terms are so recorded) and may, whether at the time of giving the authorisation or subsequently:
 - 10.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
 - 10.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine, and
 - 10.3.3 be terminated or varied by the Directors at any time.

This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation
- 10.4 In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to:
 - 10.4.1 disclose such information to the Directors or to any Director or other officer or employee of the Company; or
 - 10.4.2 use or apply any such information in performing his duties as a Director,

where to do so would amount to a breach of that confidence.
- 10.5 Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the Director:
 - 10.5.1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;
 - 10.5.2 is not given any documents or other information relating to the Conflict; and
 - 10.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.
- 10.6 Where the Directors authorise a Conflict:
 - 10.6.1 the relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict; and
 - 10.6.2 the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of their authorisation.
- 10.7 Any Director appointed by a Shareholder shall be entitled from time to time to disclose to the Shareholder who appointed him such information concerning the business and affairs of the Company as he may, in his absolute discretion, see fit.
- 10.8 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.

11. SERVICE OF DOCUMENTS

11.1 Any notice, document or other information given in accordance with these Articles shall be deemed served on or delivered to the intended recipient:

- 11.1.1 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;
- 11.1.2 if properly addressed and sent by reputable international overnight courier to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, five Business Days after posting 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;
- 11.1.3 if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- 11.1.4 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- 11.1.5 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 11.1, no account shall be taken of any part of a day that is not a working day.

11.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

12. INDEMNITY

12.1 Subject to article 12.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled.

12.1.1 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:

- (a) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
- (b) in relation to the activities of the Company (or any associated company) 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 affairs of the Company (or any associated company); and

12.1.2 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 12.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

12.2 This article 12 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

12.3 In this article 12 and in article 13:

- 12 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- 12 3 2 a **relevant officer** means any director or other officer or former director or other officer of the Company or any 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 any 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).
- 12.4 Article 52 of the Model Articles shall not apply to the Company
13. **INSURANCE**
- 13.1 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 loss or liability which has been or may be incurred by that relevant officer in connection with his 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.
- 13 2 Article 53 of the Model Articles shall not apply to the Company.