

Company No. 09965620

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

DOCTOR WILL'S LTD

(the Company)

Circulation Date: 28 November 2017 (the Circulation Date)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the Directors of the Company propose that the following resolution be passed (**Resolution**):

SPECIAL RESOLUTION

1. **THAT**, the draft articles of association annexed to this Resolution (**the New Articles**) be and are approved and adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company.

Agreement

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

We, the undersigned, being the holders of all the Ordinary Shares, entitled to vote on the Resolution, irrevocably agree to such Resolution and hereby consent to and sanction any variation or abrogation of the rights, privileges or conditions attached to such shares resulting from the passing of the Resolution.

Signed by:

William Breakey

..... 

Date: ...28/11/2017

Joshua Rose

.....

Date:

Ashley Hunter-Love

.....

Date:



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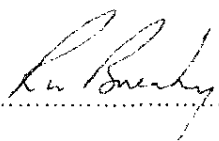

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Date: 28/11/2017



Richard Breakey

Date: 28/11/2017


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David Reeve

Date:

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Ian Grindrod

Date:

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Joanne Grindrod

Date:

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Stephen Turner

Date:

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Deborah Rose

Date:

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Kevin Waite

Date:

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Gillian Waite

Date:

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Richard Breakey

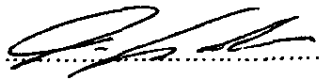
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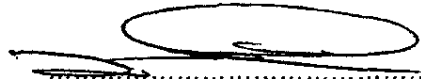
Ian Grindrod

Date: 29/11/17



Joanne Grindrod

Date: 29/11/17



Stephen Turner

Date:

Deborah Rose

Date:

Kevin Waite

Date:

Gillian Waite

Date:

David Reeve

Date:

Ian Grindrod

Date:

Joanne Grindrod

Date:

Stephen Turner

Date: 29/11/17

Deborah Rose

Date:

Kevin Waite

Date:

Gillian Waite

Date:

NOTES

1 If you agree to the Resolution, 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

(a) **Post:** returning the signed copy by post to 3 Loughborough Street, London SE11 5RB for the attention of Liam White, or

(b) **E-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to liam@dr-wills.com

2 If you do not agree to the Resolution, you do not need to do anything; you will not be deemed to agree if you fail to reply.

3 Once you have indicated your agreement to the Resolution, you may not revoke your agreement.

4 Unless, by 28 days from the Circulation Date, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date.

Richard Brockey

Date

David Reeve

Date

Ian Grindrod

Date

Jeanne Grindrod

Date

Stephen Turner

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Deborah Rose

Date

Kevin Watts

Date 28/11/17



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- 5 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.
- 6 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

DOCTOR WILL'S LTD

Company No. 09965620



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Company number 09965620

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
DOCTOR WILL'S LTD

(adopted by special resolution passed on 28 November 2017)

PART 1

1 Exclusion of other regulations

No regulations for management of a company set out in any statute or subordinate legislation concerning companies shall apply to the Company and the following shall be the articles of association of the Company.

2 Interpretation

2.1 In these Articles, the following words have the following meanings:

Act	means the Companies Act 2006;
Acting in Concert	has the meaning given in the City Code on Takeovers and Mergers issued by the Panel on Takeovers and Mergers (as amended from time to time);
address	includes a number or address used for the purposes of sending or receiving documents or information by electronic means;
Allocation Notice	has the meaning given in Article 40.7;
Alternate or Alternate Director	has the meaning given in Article 26;
Appointor	has the meaning given in Article 26;
Articles	means the Company's articles of association for the time being in force and Article is one of these Articles;
Asset Sale	the disposal by the Company of all, or materially all, its business and assets;

Bad Leaver	has the meaning given in Article 41;
Bankruptcy	means individual insolvency proceedings in any jurisdiction;
Business Day	means a day (other than a Saturday, Sunday or public holiday in England) on which clearing banks in the city of London are generally open for business;
Chairman	has the meaning given in Article 14;
Chairman of the meeting	has the meaning given in Article 57;
Clear days	in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given or received and the day for which it is given or on which it is to take effect;
Companies Acts	means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company;
Company	means Doctor Will's Ltd, incorporated in England (company number 09965620);
Company's Lien	has the meaning given in Article 35;
Completion Date	has the meaning given in Article 40;
Control	has the meaning given in section 995 of the Income Tax Act 2007 and Controlled shall be construed accordingly;
Departing Employee Shareholder	has the meaning given in Article 41;
Director	means a director of the Company, and includes any person occupying the position of director, by whatever name called;
Distribution Recipient	has the meaning given in Article 49;
Document	includes, unless otherwise specified, any document sent or supplied in electronic form;
Drag Along Sale	means the bona fides transfer, whether through a single transaction or a series of transactions, to a person or any such persons Acting in Concert with each other, of Shares as a result of which such person acquires 70% or more of all the Shares (or interests in such Shares);
electronic form	has the meaning given in section 1168 of the Act;
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 matter);

Employee Shareholder	has the meaning given in Article 41;
Expert	has the meaning given in Article 44;
Fair Value	has the meaning given in Article 44;
Family Trust	means, in relation to an individual, a trust or settlement set up wholly for the benefit of that individual and/or his spouse or civil partner (as defined in the Civil Partnerships Act 2004) and/or any of his children, including his step and adopted children;
Founder(s)	means Dr Richard William Breakey and Mr Joshua Rose;
Founder Shares	means Shares held by a Founder;
fully paid	in relation to a Share, means that the nominal value and any premium to be paid to the Company in respect of that Share have been paid to the Company;
Good Leaver	has the meaning given in Article 41;
hard copy and electronic form and related expressions	have the meanings given in section 1168 of the Act;
Holder	in relation to shares means the person whose name is entered in the register of members as the holder of the shares;
including	means including, without limitation, and include shall be construed accordingly;
instrument	means a document in hard copy form;
Liquidation	means the liquidation, dissolution or winding up of the Company;
Minimum Transfer Condition	has the meaning given in Article 40;
Offer Period	has the meaning given in Article 40;
Ordinary Resolution	has the meaning given in section 282 of the Act;
Ordinary Shareholder	means a person (whether or not they remain a Shareholder) who is a Shareholder on or immediately after the date of adoption of these Articles, or who subsequently becomes a Shareholder otherwise than as a Permitted Transferee;
paid	means paid or credited as paid;
participate	in relation to a Directors' meeting, has the meaning given in Article 12;

Permitted Transfer	means a person to whom Shares are, or may be, transferred pursuant to a Permitted Transfer;
Personal Company	means, in relation to an individual, a body corporate Controlled by him;
Privileged Relation	means, in relation to an individual, his spouse or civil partner (as defined in the Civil Partnerships Act 2004) and any of his children, including his step and adopted children, not being a minor;
Proxy Notice	has the meaning given in Article 64;
Sale	means either of a Drag Along Sale or a Tag Along Sale;
Sale Shares	has the meaning given in Article 40;
Selling Shareholder	has the meaning given in Article 40;
Shares	means the shares in the capital of the Company from time to time and Share means any one of them;
Shareholder	means a Holder for the time being of any Shares;
Special Resolution	has the meaning given in section 283 of the Act;
Tag Along Sale	means the bona fides transfer, whether through a single transaction or a series of transactions, to a person or any such persons Acting in Concert with each other, of Shares as a result of which such person acquires more than 50% or more of all the Shares (or interests in such Shares);
Transfer Notice	has the meaning given in Article 40;
Transmittee	means a person entitled to a Share by reason of the death or Bankruptcy of a Shareholder or otherwise by operation of law;
Whole Interest	in relation to a Share, means the whole legal title to, and equitable interest in, it and any further Shares derived from it, free from all encumbrances, and with all rights attaching to it or them;
wholly-owned group	means a body corporate, any of its wholly-owned subsidiaries, any holding company of which it is a wholly-owned subsidiary and any other wholly-owned subsidiaries of that holding company; and
writing or written	means the representation or reproduction of words, symbols or other information in a legible and non-transitory form by any method or combination of methods, whether in electronic form or otherwise.

2.2 In these Articles, unless the context requires otherwise:

- 2.2.1 bodies corporate are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate;
- 2.2.2 an **interest** in a share includes any interest of any kind whatsoever in a share or a right attaching to it, including where there is a contingent interest or right;
- 2.2.3 **transfer** of a Share includes:
- (a) any direction by a Shareholder that a Share be allotted, issued or transferred to a person other than himself; and
 - (b) any sale or any other disposition (including the creation, or allowing the creation, of any encumbrance over it) of any interest in it;
- 2.2.4 words importing the singular number shall include the plural and vice versa, words denoting any gender shall include a reference to each other gender and words denoting persons shall include bodies corporate or unincorporated;
- 2.2.5 subject to Article 2.2.6 a reference to any enactment or subordinate legislation (as defined by section 21(1) Interpretation Act 1978) shall include any modification or re-enactment of that provision for the time being in force;
- 2.2.6 other words or expressions shall bear the same meaning as in the Act as in force on the date when these Articles become binding on the Company; and
- 2.2.7 the headings are used for convenience only and shall not affect the interpretation of these Articles.

3 Liability of Members

The liability of the members is limited to the amount, if any, unpaid on the Shares held by them.

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

4 Directors' general authority

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

5 Shareholders' reserve power

5.1 The Shareholders may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.

5.2 No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution.

6 Directors may delegate

6.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:

6.1.1 to such person or committee;

6.1.2 by such means (including by power of attorney);

6.1.3 to such an extent;

6.1.4 in relation to such matters or territories; and

6.1.5 on such terms and conditions,

as they think fit.

6.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

6.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

7 Committees

7.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.

7.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

8 Company name

The Company's name may be changed by the Directors.

Decision-making by Directors

9 Directors to take decisions collectively

The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 10.

10 Unanimous decisions

10.1 A decision of the Directors is taken in accordance with this Article 10 when all Eligible Directors indicate to each other by any means that they agree on a matter.

10.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed a copy of it or to which each Eligible Director has otherwise indicated agreement in writing.

10.3 A decision may not be taken in accordance with this Article 10 if the Eligible Directors would not have formed a quorum at a Directors' meeting.

11 Calling a directors' meeting

11.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Company secretary (if any) to give such notice.

11.2 Notice of any Directors' meeting must indicate:

11.2.1 its proposed date and time;

11.2.2 where it is to take place; and

11.2.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

11.3 Notice of a Directors' meeting must be given to each Director, but need not be in writing.

11.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company before, on or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

12 Participation in directors' meetings

12.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

- 12.1.1 the meeting has been called and takes place in accordance with the Articles; and
- 12.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 12.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other as long as they can all hear and speak to each other.
- 12.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

13 Quorum for directors' meetings

- 13.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, other than in accordance with Article 13.4.
- 13.2 Subject to Article 13.3, the quorum for Directors' meetings shall be three Eligible Directors, including at least one Founder.
- 13.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 17.1 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.
- 13.4 If the total number of Directors for the time being is less than the quorum required or the minimum number of Directors, the Directors must not take any decision other than a decision to:
 - 13.4.1 effect transfers in accordance with these Articles; or
 - 13.4.2 appoint further Directors sufficient to make up the quorum; or
 - 13.4.3 propose a written resolution of Shareholders; or
 - 13.4.4 call a general meeting.

14 Chairing of directors' meetings

- 14.1 The Directors may appoint a Director to chair their meetings.
- 14.2 The person so appointed for the time being is known as the **Chairman**.
- 14.3 The Directors may terminate the Chairman's appointment at any time (without prejudice to any claim which the Chairman may have for breach of any service contract between him and the Company).
- 14.4 If the Chairman is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

15 Voting at directors' meetings

- 15.1 Subject to the Articles, a decision is taken at a Directors' meeting by a majority of the votes of the participating Eligible Directors.
- 15.2 Subject to the Articles, each Eligible Director participating in a Directors' meeting has one vote.
- 15.3 A Director, who pursuant to the Act or Article 16 has declared to the other Directors the nature and extent of his interest, shall be entitled to vote in respect of that matter or any matter arising from it, and if he shall do so his vote shall be counted and he may be taken into account in ascertaining whether or not a quorum is present at the meeting of the Directors or of the committee of Directors at which the vote is taken.
- 15.4 If four Eligible Directors are participating in a Directors' meeting and their votes are deadlocked in respect of a proposed resolution (a **Deadlocked Resolution**), and if a fifth Eligible Director is not in attendance at such meeting, no resolution regarding the Deadlocked Resolution shall be made and a new Directors' meeting shall take place at the earliest reasonably practicable date and time so that all five Eligible Directors may vote on the Deadlocked Resolution.

16 Transactions or arrangements with the Company

- 16.1 Provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director:

- 16.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company or any of its associated companies is otherwise interested; and
- 16.1.2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any associated company of the Company or any other body corporate in which the Company is interested,

and:

- (a) he shall not, by reason of his office, 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 office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit;
- (b) he shall not infringe his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company as a result of any such office or employment or any such transaction or arrangement or any interest in any such body corporate;

16.2 For the purposes of this Article 16:

- 16.2.1 a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified;
- 16.2.2 an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his;
- 16.2.3 a Director need not disclose an interest if it cannot be reasonably regarded as likely to give rise to a conflict of interest; and
- 16.2.4 a Director need not disclose an interest if, or to the extent that, the other Directors are already aware of it (and for this purpose the other Directors are treated as being aware of anything of which they ought reasonably to be aware).

17 Directors' authorisation of directors' conflict of interest

17.1 The Directors may (subject to any terms and conditions as they may think fit, and subject always to their right at any time to vary or terminate such authorisation) authorise, pursuant to section 175 of the Act, any matter which would otherwise result in a Director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties).

17.2 If a matter has been authorised by the Directors in accordance with Article 17.1, then, subject in any such case to any limits or conditions attached to such authorisation by the Directors:

- 17.2.1 the authorisation shall extend to any other actual or potential conflict of interest or duty which may reasonably be expected to arise out of the matter so authorised;
- 17.2.2 the Director shall be entitled to accept any benefit which he may derive from that matter, and he shall not be accountable to the Company for any benefit which he or a person connected with him may derive from any such matter; and
- 17.2.3 no transaction or arrangement in relation to such matter shall be liable to be avoided on the ground of the Director's interest, duty or benefit,

and the Director shall not be in breach of any of his general duties to the Company as a Director in relation to such matter, so long as he does not infringe these Articles and any terms and conditions of the authorisation in relation to such matter.

17.3 Articles 17.1 and 17.2 are without prejudice to the operation of any other provision or procedure authorising the Director's conflict of interest.

18 Questions as to a director's right to participate

- 18.1 If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question shall, before the conclusion of the meeting, be decided by a decision of the other Directors at that meeting, and such decision shall be final and conclusive.

19 Records of decisions to be kept

- 19.1 The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision, of every decision made by the Directors.
- 19.2 All decisions of the Directors, whether made at a meeting or otherwise, must be recorded in writing.

20 Directors' discretion to make further rules

Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

Appointment of directors

21 Number of directors

The number of the Directors (other than Alternate Directors) shall be not less than two and not more than six.

22 Method of appointing directors

- 22.1 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:
- 22.1.1 by Ordinary Resolution; or
- 22.1.2 by a decision of the Directors,
- as long as the appointment does not cause the number of Directors (excluding Alternate Directors who are not also Directors) to exceed any maximum fixed by or otherwise determined in accordance with these Articles.
- 22.2 In any case where, as a result of death or Bankruptcy, the Company has no Shareholders and no Directors, the Transmittee of the last Shareholder to have died or to have a Bankruptcy order made against him (as the case may be) has the right, by notice in writing, to appoint a natural person, who is willing to act and is permitted to do so, to be a Director.
- 22.3 For the purposes of Article 22.2, where two or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder.

23 Termination of director's appointment

A person ceases to be a Director as soon as:

- 23.1 that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;
- 23.2 a Bankruptcy order is made against that person;
- 23.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 23.4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;
- 23.5 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms;
- 23.6 notification is received by the Company from the Director that the Director is no longer a Shareholder (unless the other Directors in their absolute discretion decide to waive this requirement).

24 Directors' remuneration

- 24.1 Directors may provide any services to the Company that the Directors decide.
- 24.2 Directors are entitled to such remuneration as determined by the Directors:
 - 24.2.1 for their services to the Company as Directors; and/or
 - 24.2.2 for any other service which they provide to the Company.
- 24.3 Subject to the Articles, a Director's remuneration may:
 - 24.3.1 take any form; and
 - 24.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
- 24.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

25 Directors' expenses

- 25.1 The Company may pay any reasonable expenses which the Directors (including Alternate Directors) properly incur in connection with their attendance at:
 - 25.1.1 meetings of Directors or committees of Directors; or
 - 25.1.2 general meetings; or

- 25.1.3 separate meetings of the Holders of any class of Shares or of debentures of the Company; or
- 25.1.4 otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

Alternate directors

26 Appointment and removal of alternates

- 26.1 Any Director (other than an Alternate Director) (the **Appointor**) may appoint as his alternate (**Alternate** or **Alternate Director**) any other Director or any other person approved by decision of the Directors, willing to act, to:
 - 26.1.1 exercise that Director's powers; and
 - 26.1.2 carry out that Director's responsibilities,in relation to the taking of decisions by the Directors in the absence of the Alternate's Appointor.
- 26.2 Any appointment of an Alternate must be effected by notice in writing to the Company, signed by the Appointor, or authenticated in any other manner approved by the Directors.
- 26.3 The notice of appointment must:
 - 26.3.1 identify the proposed Alternate;
 - 26.3.2 contain a statement signed by the proposed Alternate that he is willing to act as the Alternate of the Director giving the notice; and
 - 26.3.3 specify when the appointment commences.

27 Rights and responsibilities of alternate directors

- 27.1 An Alternate Director has the same rights in relation to any decision of the Directors as his Appointor.
- 27.2 Except as the Articles specify otherwise, Alternate Directors:
 - 27.2.1 are deemed for all purposes to be Directors;
 - 27.2.2 are liable for their own acts and omissions;
 - 27.2.3 are subject to the same restrictions as their Appointors; and
 - 27.2.4 are not deemed to be agents of or for their Appointors.
- 27.3 An Alternate Director:
 - 27.3.1 may act as Alternate Director to more than one Director;

- 27.3.2 has the same rights as his Appointor to receive notice of and attend and vote at a meeting of the Directors or of a committee of the Directors;
 - 27.3.3 has one vote for every Eligible Director for whom he acts as Alternate Director in addition to his own vote (if any) as an Eligible Director at such a meeting but he counts as only one for the purpose of determining whether a quorum is present; and
 - 27.3.4 may participate in a unanimous decision of the Directors for each of his Appointors who is an Eligible Director in addition to his own participation (if any) as an Eligible Director.
- 27.4 An Alternate Director is not 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.
- 28 Termination of alternate directorship**
- 28.1 An Alternate Director's appointment as an Alternate terminates:
- 28.1.1 when the Alternate's Appointor revokes the appointment in accordance with Article 28.2;
 - 28.1.2 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;
 - 28.1.3 on the death of the Alternate's Appointor; or
 - 28.1.4 when the Alternate's Appointor's appointment as a Director terminates.
- 28.2 The revocation of the Alternate's appointment by his Appointor must be effected by notice in writing to the Company, signed by the Appointor, or authenticated in any other manner approved by the Directors.
- 28.3 The notice of revocation must:
- 28.3.1 identify the Alternate; and
 - 28.3.2 specify when the appointment terminates.

PART 3

SHARES AND DISTRIBUTIONS

SHARES

29 Share capital

- 29.1 The share capital of the Company at the date of the adoption of these Articles is divided into ordinary shares of £0.01 each.
- 29.2 Where a Shareholder agrees not to exercise, or waives, his voting rights in relation to any Shares held by him, he has no right to vote at meetings of Shareholders, and he is not entitled to vote on a written resolution, in respect of those Shares.
- 29.3 The Company may, in accordance with section 692(1)(b) of the Act, purchase its own Shares with cash up to an amount in a financial year not exceeding the lower of:
- 29.3.1 £15,000.00; or
- 29.3.2 the value of 5% of the Company's share capital.

30 All shares to be fully paid up

- 30.1 No Share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.
- 30.2 This does not apply to Shares taken on the formation of the Company by the subscribers to the Company's memorandum.

31 Company not bound by less than absolute interests

Except as required by law, no person is to be recognised by the Company as holding any Share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a Share other than the Holder's absolute ownership of it and all the rights attaching to it.

32 Allotment and issue of Shares

- 32.1 Subject to the Articles, all unissued Shares shall be at the disposal of the Directors who may allot, grant options over, sell, transfer or otherwise dispose of them to such persons on such terms and at such times as they think fit.
- 32.2 At any time when the Company has only one class of Shares, the Directors may not exercise the powers given by section 550 of the Act except to the extent permitted by these Articles.
- 32.3 The Directors are generally and unconditionally authorised to allot Shares (or grant rights to subscribe for or to convert any security into Shares) up to an aggregate nominal amount of:

32.3.1 £30.90; and

32.3.2 £12.45 in respect of Shares (or grant rights to subscribe for or to convert any security into Shares) in pursuance of an employee share scheme,

for a period expiring on the date which is five years after the date the resolution is passed adopting these Articles (unless previously renewed, revoked or varied).

32.4 All the requirements of sections 561 and 562 of the Act (Existing shareholders' right of pre-emption) are excluded generally in relation to the allotment by the Company of equity securities (as defined in section 560 of the Act).

32.5 All Shares (or grant rights to subscribe for or to convert any security into Shares, though excluding the allotment of Shares or grant of rights to subscribe for or to convert any security into Shares in pursuance of an employee share scheme) which the Directors propose to allot wholly for cash (**Allotment Amount**) shall be offered on identical terms to all the Shareholders in proportion as nearly as may be to the number of Shares held by them respectively (**Initial Round**). If after the Initial Round the Shareholders have not applied for the total number of Shares in the Allotment Amount, leaving an excess of Shares (**Excess Shares**), and there are applications by Shareholders for more than the number of Shares they are entitled to proportionately:

32.5.1 the Excess Shares shall be allocated to those applicants in proportion (as nearly as possible but without allocating to any Shareholder more Shares than the maximum number of applied for by him) to the number of Shares then held by them respectively;

32.5.2 if it is not possible to allocate any of the Shares without involving fractions, or if there remain unallocated Shares, they shall be allocated amongst the applicants with unsatisfied applications, in such manner as the Directors shall think fit (but not exceeding the maximum number specified in each application).

32.6 Any such offer under Article 32.5 shall be made by notice in writing specifying the number and class of Shares offered, the price, and the period (being not less than 20 Business Days) within which the offer must be accepted in writing. Any such offer which is not so accepted shall be deemed to be declined.

32.7 Any Shares not accepted pursuant to Article 32.6, or not capable of being offered except by fractions, may be disposed of by the Directors in such manner as they think fit, as long as they are disposed of on terms that are not more favourable to their subscribers than the terms on which they were originally offered.

33 Share Certificates

33.1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.

33.2 Every certificate must specify:

33.2.1 in respect of how many Shares, of what class, it is issued;

- 33.2.2 the nominal value of those Shares; and
- 33.2.3 any distinguishing numbers assigned to them.

34 Replacement share certificates

34.1 If a certificate issued in respect of a Shareholder's Shares is:

- 34.1.1 damaged or defaced; or
- 34.1.2 said to be lost, stolen or destroyed,

that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.

34.2 A Shareholder exercising the right to be issued with such a replacement certificate:

- 34.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;
- 34.2.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
- 34.2.3 must comply with such conditions as to evidence, indemnity and the payment of reasonable expenses as the Directors decide.

35 Company's lien over shares

35.1 The Company has a lien (the **Company's Lien) over every Share for all monies presently payable by a Shareholder or his estate to the Company either alone or jointly with any other person. This lien shall attach to all Shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered Holder of those Shares or one of two or more joint Holders.**

35.2 The Company's Lien over a Share:

- 35.2.1 takes priority over any third party's interest in that Share; and
- 35.2.2 extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.

35.3 The Directors may at any time decide that a Share which is or would otherwise be subject to the Company's Lien shall not be subject to it, either wholly or in part.

36 Enforcement of the Company's lien

36.1 Subject to the provisions of this Article 36 if:

- 36.1.1 a lien enforcement notice has been given in respect of a Share; and

- 36.1.2 the person to whom the notice was given has failed to comply with it,
- the Company may sell that Share in such manner and to such person as the Directors decide.
- 36.2 A lien enforcement notice:
- 36.2.1 may only be given in respect of a Share which is subject to the Company's Lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
- 36.2.2 must specify the Share concerned;
- 36.2.3 must require payment of the sum payable within 14 clear days of the notice;
- 36.2.4 must be addressed either to the Holder of the Share or to any Transmittree of the Share or to any other person otherwise entitled to it; and
- 36.2.5 must state the Company's intention to sell the Share if the notice is not complied with.
- 36.3 Where any Share is sold under this Article 36:
- 36.3.1 the Directors may authorise any person to execute an instrument of transfer of the Share to the purchaser or a person nominated by the purchaser; and
- 36.3.2 the transferee of the Share shall be registered as the Holder of the Share notwithstanding that he may not be able to produce the Share certificate, he is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading or relating to the sale.
- 36.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
- 36.4.1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice;
- 36.4.2 second, to the person entitled to the Share at the date of the sale, but only after the certificate for the Share sold has been surrendered to the Company for cancellation or an indemnity for lost certificate in a form acceptable to the Directors has been given to the Company for any lost certificate, and subject to a lien (equivalent to the Company's Lien over the Share before the sale) for any other monies payable by him or his estate to the Company after the date of the lien enforcement notice.
- 36.5 A statutory declaration by a Director or the Company secretary (if any) that the declarant is a Director or the Company secretary and that a Share has been sold to satisfy the Company's Lien on a specified date:
- 36.5.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and

36.5.2 subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the Share.

37 Share transfers

- 37.1 Shares may be transferred by means of an instrument of transfer, in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor.
- 37.2 No fee may be charged for registering any instrument of transfer or other Document relating to or affecting the title to any Share.
- 37.3 The Company may retain any instrument of transfer which is registered.
- 37.4 The transferor remains the Holder of a Share until the transferee's name is entered in the register of members as Holder of it.
- 37.5 Notwithstanding any other provisions of these Articles, no transfer of any Share shall be registered if it is to a minor.
- 37.6 The Directors must refuse to register the transfer of a Share which is not permitted by these Articles. The Directors may also refuse to register the transfer of a Share on which the Company has a lien and/or unless the certificate for the Share (or an indemnity for lost certificate in a form acceptable to the Directors) and other evidence satisfactory to the Directors of the right to make the transfer is produced to them and/or unless the transfer is duly stamped or certified (if appropriate). Subject to this or as required by law, the Directors must register the transfer of a Share made in accordance with these Articles.
- 37.7 If the Directors refuse to register the transfer of a Share, the instrument of transfer must be returned to the transferee with the notice of refusal, unless the Directors suspect that the proposed transfer may be fraudulent.

38 Restrictions on transfer of shares

- 38.1 No person shall be entitled to transfer any Share unless the transfer is made pursuant to:
 - 38.1.1 the prior written consent of all the Shareholders;
 - 38.1.2 Article 36 (Enforcement of the Company's Lien);
 - 38.1.3 Article 39 (Permitted Transfers);
 - 38.1.4 Article 40 (Transfers subject to pre-emption);
 - 38.1.5 Article 41 (Compulsory transfers);
 - 38.1.6 Article 42 (Tag along); or
 - 38.1.7 Article 43 (Drag along).
- 38.2 To enable the Directors to determine that these Articles have been complied with, including that there has been a Permitted Transfer, the Directors may require:

- 38.2.1 any Shareholder;
- 38.2.2 the legal personal representatives of any deceased Shareholder;
- 38.2.3 any person entitled to any Shares in consequence of the Bankruptcy or insolvency of a Shareholder;
- 38.2.4 any person named as transferee in any transfer lodged for registration; or
- 38.2.5 any other person whom the Directors reasonably believe to have relevant information,

to provide the Company with any information that they may require for this purpose.

- 38.3 If the information requested under Article 38.2 is not provided in writing, within such period as the Directors may reasonably allow, to enable the Directors to determine to their reasonable satisfaction that no breach of these Articles has occurred, or if as a result of the information provided the Directors are reasonably satisfied that a breach has occurred, the Directors may immediately notify the Holder of the Shares in question in writing of that fact and a Transfer Notice is deemed to have been given in respect of the Shares at a time determined by the Directors.

39 Permitted transfers

- 39.1 A Shareholder who is an individual may transfer the Whole Interest in any Share held by him to:
 - 39.1.1 any of his Privileged Relations;
 - 39.1.2 the trustees of any Family Trust in relation to him; or
 - 39.1.3 any Personal Company of his.
- 39.2 If an individual Permitted Transferee dies or becomes Bankrupt, his Transmitttee may transfer the Whole Interest in his Shares to any person to whom that individual, if not dead or Bankrupt, would have been permitted to transfer them under Article 39.1.
- 39.3 Where Shares are held by trustees of a Family Trust in relation to a particular individual Shareholder in accordance with this Article 39, the trustees and their successors in office may transfer the whole of their interest in and rights in respect of all or any of such Shares:
 - 39.3.1 to the trustees for the time being of the Family Trust concerned on any change of its trustees;
 - 39.3.2 to the trustees for the time being of any other Family Trust in relation to the same individual Shareholder; or
 - 39.3.3 to the particular individual Shareholder, or to any of his Privileged Relations or to a Personal Company of his.

- 39.4 A Shareholder, which is a body corporate and a member of a wholly-owned group, may transfer the Whole Interest in any Shares held by it to another body corporate in that wholly-owned group.
- 39.5 A Personal Company in relation to an individual Shareholder may transfer the Whole Interest in any Shares either back to that Shareholder or to another Permitted Transferee of that Shareholder.
- 39.6 If any person to whom Shares are transferred pursuant to any of Articles 39.1 to 39.5, ceases to be within the required relationship to the Shareholder, as permitted by these Articles, that Shareholder or his Transmitttee must immediately notify the Directors in writing of that event and transfer the Whole Interest in the Shares and any other Shares derived from those Shares back to the Shareholder, or to another Permitted Transferee of the Shareholder.
- 39.7 If a transfer under Article 39.6 is not presented to the Company for registration within 10 Business Days of the event, that Shareholder or his Transmitttee is deemed to have given a Transfer Notice at a time determined by the Directors.
- 39.8 Article 39 (Permitted Transfers) is subject to Article 41 (Compulsory transfers).
- 39.9 Notwithstanding the provisions of any other article of these Articles of Association, a Founder may transfer up to 10% of the Whole Interest in his Founder Shares (as calculated at the date of adoption of these Articles) to any person without restriction.

40 Transfers subject to pre-emption

- 40.1 Any person wishing to transfer any of his Shares (a **Selling Shareholder**) must first give a notice in writing (a **Transfer Notice**) to the Company, specifying:

- 40.1.1 the number of Shares that he wishes to transfer (the **Sale Shares**);
- 40.1.2 the price in cash for which he wishes to transfer each of the Sale Shares;
- 40.1.3 the name of the third party (if any) to whom he proposes to transfer the Sale Shares; and
- 40.1.4 whether the notice is conditional upon all, or a specified number of, the Sale Shares being sold to other Shareholders or the Company (the **Minimum Transfer Condition**),

but this does not apply to a transfer pursuant to any of Articles 36 (Enforcement of the Company's lien), 39 (Permitted Transfers), 42 (Tag along) or 43 (Drag along) unless or to the extent described in any of those Articles.

- 40.2 A Transfer Notice appoints the Company as the agent of the Selling Shareholder for the sale of the Whole Interest in the Sale Shares at the Fair Value, subject if applicable to the Minimum Transfer Condition.
- 40.3 As soon as practicable and in any event within 15 Business Days following the determination of the Fair Value pursuant to Article 44, and after expiry of any right of the Selling Shareholder to revoke his Transfer Notice under Article 40.11 (after Expert's certificate), where applicable,

the Company shall give notice in writing to all the Shareholders (other than the Selling Shareholder) offering the Sale Shares for sale at the Fair Value.

40.4 The offer to each Shareholder made pursuant to Article 40.2 shall:

40.4.1 state the total number of Sale Shares offered and the Fair Value per Sale Share;

40.4.2 invite the Shareholder to apply in writing within 10 Business Days of the date of the offer (**Offer Period**) and specify the maximum number of the Sale Shares he is willing to purchase; and

40.4.3 state the Minimum Transfer Condition, if any.

40.5 If at the end of the Offer Period there are any Sale Shares which have not been applied for, the Company may purchase such remaining Sale Shares (subject always to the Act) at any time within the further period of three months from that time.

40.6 At the end of the Offer Period the Directors shall allocate the Sale Shares among the Shareholders in accordance with the applications received, save that:

40.6.1 if there are applications for more than the number of Sale Shares:

- (a) they shall be allocated to those applicants in proportion (as nearly as possible but without allocating to any Shareholder more Sale Shares than the maximum number of applied for by him) to the number of Shares then held by them respectively;
- (b) if it is not possible to allocate any of the Sale Shares without involving fractions, or if there remain unallocated Sale Shares, they shall be allocated amongst the applicants with unsatisfied applications, in such manner as the Directors shall think fit (but not exceeding the maximum number specified in each application);

40.6.2 if there is a Minimum Transfer Condition, no allocation of Sale Shares shall be made unless the Minimum Transfer Condition has been satisfied or waived.

40.7 The Directors shall, within 10 Business Days after the expiry date of the Offer Period, give notice to all those Shareholders and the Selling Shareholder of their allocation of Sale Shares (an **Allocation Notice**). The Allocation Notice shall be in writing and shall specify the name and address of each purchasing Shareholder, the number of Sale Shares to be purchased by each of them and the place and time (being not earlier than five Business Days and not later than 10 Business Days after the date of the Allocation Notice) at which the sale of those Sale Shares to purchasing Shareholders shall be completed (the **Completion Date**).

40.8 The Selling Shareholder shall be bound, upon the payment of the Fair Value, to deliver the relevant Share certificates (or an indemnity for lost certificate in a form acceptable to the Directors) and transfer the Whole Interest in the Sale Shares as specified in the Allocation Notice on the Completion Date.

40.9 In the event that any Sale Shares are not sold in accordance with the preceding provisions of this Article 40 (either through the Company not finding purchasers for Sale Shares following

the offers under Articles 40.4 and 40.5, or through the Minimum Transfer Condition not being satisfied or waived, or, through no default of the Selling Shareholder, the purchase of any of the Sale Shares not being completed in accordance with the Allocation Notice), the Selling Shareholder may, within 40 Business Days after receiving written notice from the Company of that event, transfer the Whole Interest in any such unsold Sale Shares, at a price at least equal to the Fair Value, to any person, whose identity the Directors have approved (such approval not to be unreasonably withheld or delayed).

- 40.10 In the event that the Fair Value specified in any Expert's certificate obtained in accordance with Article 44 is less than 95% of the proposed price specified by the Selling Shareholder in his Transfer Notice pursuant to Article 40.1, the Selling Shareholder shall, subject to Article 40.14, have the right, by notice in writing to the Company given within five Business Days after the copy of the Expert's certificate is sent to him in accordance with Article 44.5, to revoke his Transfer Notice.
- 40.11 A Selling Shareholder may revoke his Transfer Notice at any other time with the unanimous written consent of the Directors who may impose such conditions on any such consent as they see fit, including a condition that the Selling Shareholder bear all the related costs.
- 40.12 Upon revocation by the Selling Shareholder of a Transfer Notice the Company shall return to the Selling Shareholder the original Transfer Notice in respect of the Sale Shares.
- 40.13 If the Selling Shareholder within 12 months of revoking a Transfer Notice pursuant to Articles 40.11 or 40.12 serves a further Transfer Notice, the right of revocation contained in those Articles shall not apply in respect of such further Transfer Notice.
- 40.14 If the Selling Shareholder fails to transfer any of the Sale Shares in accordance with Article 40.9:
 - 40.14.1 one of the Directors, nominated by a resolution of the Directors for the purpose, shall be deemed to be duly appointed as the agent of the Selling Shareholder, with full power to execute, complete and deliver, in the name and on behalf of the Selling Shareholder, all Documents necessary to transfer the relevant Shares to the purchasing Shareholder;
 - 40.14.2 the appointment referred to in Article 40.14.1 is irrevocable and is given to secure the performance of the obligations of the Selling Shareholder under these Articles;
 - 40.14.3 the Directors may receive and give a good discharge for the purchase money on behalf of the Selling Shareholder and (subject to the transfer being duly stamped, or as appropriate certified, if necessary) enter the name of the purchasing Shareholder in the register of members as the Holder by transfer of the Shares so purchased by him;
 - 40.14.4 the purchasing Shareholder shall then become indefeasibly entitled to the Whole Interest in those Shares on such a purchase; and
 - 40.14.5 the Directors shall then pay the purchase money into a separate bank account in the name of the Company on trust (but without interest), or otherwise hold the purchase money on trust, for the Selling Shareholder until he has sent his certificate for the relevant Shares (or an indemnity for lost certificate in a form acceptable to the

Directors) to the Company at which point he shall be paid the purchase money without interest and less any sums owed to the Company by him.

- 40.15 Notwithstanding any other provision of these Articles of Association (save for Articles 39.9 and 40.1, to which in both cases this Article 40.15 is subject), if the effect of any proposed transfer of Whole Interests in Founder Shares by a Founder would not constitute a Sale (**Founder Transfer**), any Shareholder who does not exercise their pre-emption rights under this clause 40 in respect of that Founder Transfer may transfer an equivalent proportion of their Shares as the Founder is proposing at a price at least equal to that of the Founder to the same transferee to whom the Founder is proposing to make the Founder Transfer.

41 Compulsory transfers

- 41.1 Whenever a person is deemed to have given a Transfer Notice under these Articles, the provisions of Article 40 apply, with appropriate modifications, including the following, but subject to any other modifications as described in these Articles:
- 41.1.1 the deemed Transfer Notice concerns all the Shares held by that person, or in which that person is interested, or to which that person is entitled;
 - 41.1.2 there is no Minimum Transfer Condition;
 - 41.1.3 the right of revocation in Article 40.10 does not apply;
 - 41.1.4 the provisions of Article 40 do not apply to Articles 41.6 – 41.10;
 - 41.1.5 if that person subsequently acquires further Shares, or an interest in them, or becomes entitled to them, then he is deemed to have given another Transfer Notice in respect of those further Shares, on the terms of this Article 41.1, on the date of that acquisition.
- 41.2 As from the date on which a Transfer Notice is deemed to have been given and until completion of the transfer of the relevant Shares, the Holder of the Shares in respect of which the Transfer Notice is deemed given, or any further Shares derived from any of those Shares, shall not be entitled to:
- 41.2.1 receive notice of, attend or speak at, any general meeting of the Company; or
 - 41.2.2 exercise any voting or other rights attaching to such Shares.
- 41.3 If a Shareholder, being an individual, dies or becomes Bankrupt, unless Article 41.6 (Good/Bad Leavers) applies, the Transmittor or Permitted Transferee of the Shares originally held by the Shareholder, and any other Shares derived from any of those Shares, is deemed to have given a Transfer Notice in respect of all those Shares at a time determined by the Directors.
- 41.4 A person entitled to any Shares in consequence of the death or Bankruptcy of an individual Permitted Transferee, unless a Permitted Transfer has been effected, is deemed to have given a Transfer Notice in respect of all those Shares at a time determined by the Directors.
- 41.5 If there is a change of the person in Control of a Shareholder that is a body corporate, that Shareholder, or its Permitted Transferee that is the current Holder of the Shares originally held

by the Shareholder and any other Shares derived from any of those Shares, is deemed to have given a Transfer Notice in respect of all those Shares at a time determined by the Directors.

Good/Bad Leavers

- 41.6 If an Employee Shareholder becomes a Departing Employee Shareholder, he or his Transmitttee is deemed to have given a Transfer Notice on that date or at a later time as decided by the Directors.
- 41.7 In the case of a Transfer Notice deemed to have been given in accordance with Article 41.6 by a Departing Employee Shareholder, the purchase price of the Shares is, where the relevant Departing Employee Shareholder is a Bad Leaver, the nominal value of the Shares and the relevant Departing Employee Shareholder shall be deemed to have made an offer in accordance with Article 41.11.
- 41.8 In the case of a Transfer Notice deemed to have been given in accordance with Article 41.6 by a Departing Employee Shareholder, where the relevant Departing Employee Shareholder is a Good Leaver:
- 41.8.1 where the relevant Transfer Notice is deemed to have been given in the period from the date the Departing Employee Shareholder was first issued their Shares (**Adoption Date**) to and including the one year anniversary of the Adoption Date (**First Anniversary**), the relevant Departing Employee Shareholder may retain 25% of the Shares he holds, whilst 75% shall be deemed to have been offered as Sale Shares at nominal value in accordance with Article 41.11.
- 41.8.2 where the relevant Transfer Notice is deemed to have been given in the period from the First Anniversary to and including the third anniversary of the Adoption Date (**Third Anniversary**), the relevant Departing Employee Shareholder may retain between 25% (as at the First Anniversary) and 100% (as at the Third Anniversary) of the Shares he holds (**Retention Entitlement**), with the relevant Departing Employee Shareholder's Retention Entitlement increasing by 3.125% for each additional month from the First Anniversary to the Third Anniversary. All Shares held by the relevant Departing Employee Shareholder which fall outside the Retention Entitlement shall be deemed to have been offered as Sale Shares at nominal value in accordance with Article 41.11.
- 41.9 In the case of a Transfer Notice deemed to have been given in accordance with Article 41.6 by a Departing Employee Shareholder, where the relevant Departing Employee Shareholder is a Forced Leaver:
- 41.9.1 where the relevant Transfer Notice is deemed to have been given in the period from the Adoption Date to and including the First Anniversary, the relevant Departing Employee Shareholder shall be deemed to have offered 25% of the Shares he holds as Sale Shares for Fair Value in accordance with Article 41.11, whilst 75% of the Shares he holds shall be deemed to have been offered as Sale Shares at nominal value in accordance with Article 41.11;
- 41.9.2 where the relevant Transfer Notice is deemed to have been given in the period after the First Anniversary to and including the Third Anniversary the relevant Departing Employee Shareholder shall be deemed to have offered between 25% (as at the

First Anniversary) and 100% (as at Third Anniversary) of the Shares he holds for sale in accordance with Article 41.11 for Fair Value (**Fair Value Entitlement**), with the relevant Departing Employee Shareholder's Fair Value Entitlement increasing by 3.125% for each additional month from the First Anniversary to the Third Anniversary. All Shares held by the relevant Departing Employee Shareholder which fall outside the Fair Value shall be deemed to have been offered as Sale Shares at nominal value in accordance with Article 41.11.

41.10 For the purposes of this Article 41:

41.10.1 an **Employee Shareholder** is a Shareholder who is, or was, a Founder and/or an employee of any Group Company, or is a Permitted Transferee, directly or indirectly, of any such Founder or employee;

41.10.2 a **Departing Employee Shareholder** is an Employee Shareholder in relation to:

- (a) a person who ceases to be, and is no longer continuing as:
 - (i) a director or employee, if he has served in only one of those capacities; or
 - (ii) an employee, if he has served in both capacities,of any Group Company; or
- (b) a person to or from whom notice has been given or received of termination of his employment or directorship leading directly to either such cessation described in paragraph (i) above;

41.10.3 an employee or Founder in relation to a Departing Employee Shareholder is a **Good Leaver** if he is ceasing to be, and no longer continuing as, a director or employee of any Group Company by reason of:

- (a) injury, ill-health or disability (evidenced to the satisfaction of the Directors);
- (b) death; or
- (c) wrongful dismissal;

41.10.4 an employee or Founder in relation to a Departing Employee Shareholder is a **Bad Leaver** if he is ceasing to be, and no longer continuing as, a director or employee of any Group Company for reasons of gross misconduct or any other form of summary dismissal in accordance with the terms of any such employees' contract of employment or any such directors' service agreement;

41.10.5 an employee or Founder in relation to a Departing Employee Shareholder is a **Forced Leaver** if he is ceasing to be, and no longer continuing as, a director or employee of any Group Company for reasons of redundancy (within the meaning of section 139(1) of the Employment Rights Act 1996);

- 41.10.6 if an employee or Founder is a Departing Employee Shareholder as a result of circumstances other than those set out in Articles 41.10.3 – 41.10.5, the Directors shall at their absolute discretion determine whether such Departing Employee Shareholder is a Good Leaver, a Bad Leaver or a Forced Leaver.
- 41.11 For the purposes of this Article 41, where a Departing Employee Shareholder is deemed to have offered Shares as Sale Shares, the offer shall be made on the following terms:
- 41.11.1 to the Company, which may at its absolute discretion decide whether or not to accept the offer in whole or in part;
- 41.11.2 subject to Article 41.11.1, any remaining Sale Shares shall be offered to the Directors, who shall each be entitled to purchase the available Sale Shares pro rata for nominal value or Fair Value (as applicable) (**Offer Entitlement**), save that if any Director chooses not to purchase Sale Shares up to the full extent of his Offer Entitlement, the other Directors may purchase the remainder pro-rata;
- 41.11.3 subject to Articles 41.11.1 and 41.11.2, any remaining Sale Shares to the Shareholders as follows:
- (a) the Company shall give notice in writing to all the Shareholders (other than the Departing Employee Shareholder and the Directors) offering the Sale Shares for sale for nominal value or Fair Value (as applicable);
 - (b) the offer to each Shareholder made pursuant to Article 41.11.3(a) shall:
 - (i) state the total number of Sale Shares offered and the offer price per Sale Share; and
 - (ii) invite the Shareholder to apply in writing within 10 Business Days of the date of the offer (**Departing Employee Offer Period**) and specify the maximum number of the Sale Shares he is willing to purchase;
 - (c) at the end of the Departing Employee Offer Period the Directors shall allocate the Sale Shares among the Shareholders in accordance with the applications received, save that if there are applications for more than the number of Sale Shares:
 - (i) they shall be allocated to those applicants in proportion (as nearly as possible but without allocating to any Shareholder more Sale Shares than the maximum number of applied for by him) to the number of Shares then held by them respectively; and
 - (ii) if it is not possible to allocate any of the Sale Shares without involving fractions, or if there remain unallocated Sale Shares, they shall be allocated amongst the applicants with unsatisfied applications, in such manner as the Directors shall think fit (but not exceeding the maximum number specified in each application); and

- (d) the Directors shall, within 10 Business Days after the expiry date of the Departing Employee Offer Period, give an Allocation Notice to all those Shareholders and the Departing Employee Shareholder. The Allocation Notice shall be in writing and shall specify the name and address of each purchasing Shareholder, the number of Sale Shares to be purchased by each of them and the place and time (being not earlier than five Business Days and not later than 10 Business Days after the date of the Allocation Notice) at which the sale of those Sale Shares to purchasing Shareholders shall be completed;

41.11.4 subject to Articles 41.11.1 - 41.11.3, and in the event that any Sale Shares are not sold in accordance with the preceding provisions of this Article 41.11, the relevant Departing Employee Shareholder may retain such Sale Shares.

42 Tag along

42.1 If the effect of any proposed transfer of Shares would be a Tag Along Sale, the intending transferor of such Shares may not complete that transfer unless it has first procured the proposed acquirer under the Sale to make an offer (the **Tag Offer**) to buy from all the other Shareholders all the Shares held by them, together with all their interests in such Shares, in accordance with this Article 42.

42.2 The Tag Offer must be in writing and specify:

42.2.1 that the proposed acquirer under the Sale is offering to buy from all the other Shareholders all the Shares held by them/ together with all their interests in such Shares, in accordance with this Article 42;

42.2.2 the purchase price per Share, which must be at least equal to the highest price per Share, to be satisfied in the same form and on at least as favourable terms, as (including as to alternatives which the other Shareholder has the option to select, or the default applies) under the proposed Sale;

42.2.3 that completion of the purchase will be conditional on, and will occur contemporaneously with, the completion of the proposed Sale;

42.2.4 that it is open for acceptance for a period which must be not less than 10 Business Days;

42.2.5 that the offeree Shareholder shall not be required to give any warranty or indemnity in relation to the transfer other than a warranty as to capacity and the full title guarantee of the Shares held by such Shareholder; and

42.2.6 no other terms or conditions that are less favourable for the offeree Shareholder than under the proposed Sale.

42.3 If any offeree Shareholder fails to transfer his Shares pursuant to the Tag Offer which he has accepted, the provisions of Article 40.14, with appropriate modifications, apply.

42.4 The purchase of Shares pursuant to the Tag Offer is not subject to any of the other restrictions on transfer of Shares under these Articles.

42.5 No Tag Offer need be made if a Drag along Notice has been served under Article 43.

43 Drag along

43.1 If the effect of any proposed transfer of Shares would be a Drag Along Sale, the intending transferor(s) of such Shares has the right to give notice to all the other Shareholders requiring them to transfer all the Shares held by them (**Dragged Shareholders**), together with all their interests in such Shares, to the proposed acquirer under the Sale (the **Drag along Notice**) in accordance with this Article 43.

43.2 The Drag along Notice must be in writing and specify:

43.2.1 that the Dragged Shareholders are required to transfer all the Shares held by them, together with all their interests in such Shares, to the proposed acquirer under the Sale, in accordance with this Article 43;

43.2.2 the purchase price per Share, which must be at least equal to the highest price per Share, to be satisfied in the same form and on at least as favourable terms, as (including as to alternatives which the Dragged Shareholders have the option to select, or the default applies) under the proposed Sale;

43.2.3 that completion of the purchase will be conditional on, and will occur contemporaneously with, the completion of the proposed Sale;

43.2.4 that the Dragged Shareholders shall not be required to give any warranty or indemnity in relation to the transfer other than a warranty as to capacity and the full title guarantee of the Shares held by such Dragged Shareholders; and

43.2.5 no other terms or conditions that are less favourable to the Dragged Shareholders than under the proposed Sale.

43.3 If any of those other Shareholders fails to transfer his Shares pursuant to the Drag along Notice, the provisions of Article 40.14, with appropriate modifications, apply.

43.4 The purchase of Shares pursuant to the Drag along Notice is not subject to any of the other restrictions on transfer of Shares under these Articles.

44 Determining fair value

44.1 The **Fair Value** in relation to any Sale Shares shall be such price per Share:

44.1.1 as agreed between the Directors and the Selling Shareholder within five Business Days after the date on which the Directors become aware that a Transfer Notice is given or deemed given; or

44.1.2 failing such agreement as described in Article 44.1.1, as certified by an Expert in accordance with the following provisions of this Article.

- 44.2 If the Directors and the Selling Shareholder are unable to agree the Fair Value pursuant to Article 44.1.1, an Expert shall be appointed to certify the Fair Value of the Sale Shares.
- 44.3 For the purpose of this Article 44, the **Expert** is either the Company's auditors or, if they are unable or unwilling to act or if the Directors or the Selling Shareholder do not wish the auditors to act, an independent firm of accountants or valuers, which is chosen and appointed as follows. The Directors and the Selling Shareholder may agree on the identity of such a firm and approve and sign its terms of engagement; but if no such firm is agreed and/or if its terms of engagement are not signed by all the parties within 15 Business Days after the date on which the Directors become aware that a Transfer Notice is given or deemed given, the Directors or the Selling Shareholder may apply for the nomination and/or appointment of such a firm, and/or for the determination of its terms of engagement, by the President for the time being of the Institute of Chartered Accountants in England and Wales and whichever of them does not make such application to the President may not oppose or seek to delay, in any manner whatsoever, any such nomination, appointment and determination by the President. If either the Selling Shareholder or the Directors on behalf of the Company fail to sign reasonable terms of engagement of the firm nominated by the said President within 10 Business Days after the date they are sent those reasonable terms, the nominated firm shall be deemed to have been appointed and shall be permitted to act upon such terms of engagement as if they had been signed by each of the parties.
- 44.4 The Fair Value shall then be the value that the Expert certifies, in his opinion, to be the fair value of the Sale Shares, as at the date on which the Transfer Notice is given or deemed given.
- 44.5 On appointment, the Expert shall be requested to deliver its certificate of the Fair Value of the Sale Shares in writing to the Company, so that the Company receives it within 25 Business Days of the appointment. As soon as the Company receives the certificate it shall send a copy of it to the Selling Shareholder.
- 44.6 The Expert shall act as an expert and not as an arbitrator and its determination shall be final and binding on the parties (in the absence of fraud).
- 44.7 The Expert may have access to all accounting records or other relevant Documents of the Company, subject to any confidentiality restrictions.
- 44.8 The cost of obtaining the Expert's certificate shall be borne equally by the Company and the Selling Shareholder, except that if the Selling Shareholder, within 12 months of revoking a Transfer Notice under Article 40.11, gives a further Transfer Notice, the cost of obtaining the Expert's certificate in relation to such further Transfer Notice shall be borne wholly by the Selling Shareholder.
- 45 Transmission of shares**
- 45.1 If title to a Share passes to a Transmitten, the Company may only recognise the Transmitten as having any title to that Share.
- 45.2 A Transmitten who produces such evidence of entitlement to Shares as the Directors may properly require:

45.2.1 may, subject to the Articles, choose either to become the Holder of those Shares or to have them transferred to another person; and

45.2.2 subject to the Articles, and pending any transfer of the Shares to another person, has the same rights as the Holder had.

45.3 Transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which they are entitled, by reason of the Holder's death or Bankruptcy or otherwise, unless they become the Holders of those Shares.

46 Exercise of transmittees' rights

46.1 Transmittees who wish to become the Holders of Shares to which they have become entitled must notify the Company in writing of that wish.

46.2 If the Transmitttee wishes to have a Share transferred to another person, the Transmitttee must execute an instrument of transfer in respect of it.

46.3 Any transfer made or executed under this Article 46 is subject to the Articles and is to be treated as if it were made or executed by the person from whom the Transmitttee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.

47 Transmitttees bound by prior notices

If a notice is given to a Shareholder in respect of Shares and a Transmitttee is entitled to those Shares, the Transmitttee is bound by the notice if it was given to the Shareholder before the Transmitttee's name, or the name of any other person nominated under Article 46.2 has been entered in the register of members.

48 Procedure for declaring dividends

48.1 The Company may by Ordinary Resolution declare dividends, and the Directors may decide to pay interim dividends.

48.2 A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.

48.3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights.

48.4 Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, it must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.

48.5 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

48.6 If the Directors act in good faith, they do not incur any liability to the Holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights.

49 Payment of dividends and other distributions

49.1 Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means:

49.1.1 transfer to a bank or building society account specified by the Distribution Recipient in writing;

49.1.2 sending a cheque made payable to the Distribution Recipient by post to the Distribution Recipient at the Distribution Recipient's registered address (if the Distribution Recipient is a Holder of the Share), or (in any other case) to an address specified by the Distribution Recipient in writing;

49.1.3 sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified in writing; or

49.1.4 any other means of payment as the Directors agree with the Distribution Recipient in writing.

49.2 In the Articles, the **Distribution Recipient** means, in respect of a Share in respect of which a dividend or other sum is payable:

49.2.1 the Holder of the Share; or

49.2.2 if the Share has two or more joint Holders, whichever of them is named first in the register of members; or

49.2.3 if the Holder is no longer entitled to the Share by reason of death or Bankruptcy, or otherwise by operation of law, the Transmittree.

50 Deductions from distributions in respect of sums owed to the Company

50.1 If:

50.1.1 a Share is subject to the Company's Lien; and

50.1.2 the Directors are entitled to issue a lien enforcement notice in respect of it,

they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the Share any sum of money which is payable to the Company in respect of that Share to the extent that they are entitled to require payment under a lien enforcement notice.

50.2 Money so deducted must be used to pay any of the sums payable in respect of that Share.

50.3 The Company must notify the Distribution Recipient in writing of:

50.3.1 the fact and amount of any such deduction;

50.3.2 any non-payment of a dividend or other sum payable in respect of a Share resulting from any such deduction; and

50.3.3 how the money deducted has been applied.

51 No interest on distributions

The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by:

- 51.1 the terms on which the Share was issued; or
- 51.2 the provisions of another agreement between the Holder of that Share and the Company.

52 Unclaimed distributions

- 52.1 All dividends or other sums which are:

- 52.1.1 payable in respect of Shares; and

- 52.1.2 unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

- 52.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

- 52.3 If:

- 52.3.1 twelve years have passed from the date on which a dividend or other sum became due for payment; and

- 52.3.2 the Distribution Recipient has not claimed it,

the Distribution Recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

53 Non-cash distributions

- 53.1 Subject to the terms of issue of the Share in question, the Company may, by Ordinary Resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

- 53.2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

- 53.2.1 fixing the value of any assets;

- 53.2.2 paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients; and

53.2.3 vesting any assets in trustees.

54 Waiver of distributions

Distribution Recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in writing to that effect, but if:

54.1 the Share has more than one Holder; or

54.2 more than one person is entitled to the Share, whether by reason of the death or Bankruptcy of one or more joint Holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the Holders or persons otherwise entitled to the Share.

55 Returns of capital

55.1 In the event of:

55.1.1 a Liquidation;

55.1.2 an Asset Sale;

55.1.3 a merger or consolidation of the Company;

55.1.4 a Tag Along Sale,

a return of surplus assets (being the surplus assets of the Company remaining after payment of its liabilities) or proceeds generated therefrom (as applicable) (**Capital Return**) shall be made to all Shareholders in accordance with Article 55.2.

55.2 A Capital Return shall be made pro rata to Shareholders pro rata to the number of Shares held by each Shareholder.

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

56 Attendance and speaking at general meetings

56.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

56.2 A person is able to exercise the right to vote at a general meeting when:

- 56.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- 56.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 56.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 56.4 In determining attendance at a general meeting, it is immaterial whether any two or more persons attending it are in the same place as each other as long as they can all hear and speak to each other.
- 56.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.
- 57 Quorum for general meetings**
- 57.1 Two persons entitled to vote upon the business to be transacted, each being a Shareholder or a proxy for a Shareholder or a duly authorised representative of a corporation which is a Shareholder (but not including for this purpose proxies or corporate representatives of the same Shareholder), shall be a quorum.
- 58 Chairing general meetings**
- 58.1 If a Chairman of the meeting has not been appointed in respect of general meetings, or if the Chairman of the meeting is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
 - 58.1.1 the Directors present; or
 - 58.1.2 (if no Directors are present) the meeting,
 must appoint a Director or Shareholder to chair the meeting, and the appointment of the Chairman of the meeting must be the first business of the meeting.
- 58.2 The person chairing a meeting in accordance with this Article 58 is referred to as the **Chairman of the meeting**.
- 59 Attendance and speaking by directors and non-shareholders**
- 59.1 Directors may attend and speak at general meetings, whether or not they are Shareholders.
- 59.2 The Chairman of the meeting may permit other persons who are not:
 - 59.2.1 Shareholders; or

59.2.2 otherwise entitled to exercise the rights of Shareholders in relation to general meetings,

to attend and speak at a particular general meeting.

60 Adjournment

60.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairman of the meeting must adjourn it.

60.2 The Chairman of the meeting may adjourn a general meeting at which a quorum is present if:

60.2.1 the meeting consents to an adjournment; or

60.2.2 it appears to the Chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

60.3 The Chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

60.4 When adjourning a general meeting, the Chairman of the meeting must:

60.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and

60.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

60.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it:

60.5.1 to the same persons to whom notice of the Company's general meetings is required to be given; and

60.5.2 containing the same information which such notice is required to contain.

60.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

61 Voting: general

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

62 Errors and disputes

- 62.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 62.2 Any such objection must be referred to the Chairman of the meeting, whose decision is final.

63 Poll votes

- 63.1 A poll on a resolution may be demanded:
 - 63.1.1 in advance of the general meeting where it is to be put to the vote; or
 - 63.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 63.2 A poll may be demanded at any general meeting by:
 - 63.2.1 the Chairman of the meeting; and
 - 63.2.2 a person having the right to vote on the resolution.
- 63.3 A demand for a poll may be withdrawn if:
 - 63.3.1 the poll has not yet been taken; and
 - 63.3.2 the Chairman of the meeting consents to the withdrawal,and a demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.
- 63.4 Polls must be taken immediately and in such manner as the Chairman of the meeting directs.

64 Content of proxy notices

- 64.1 Proxies may only validly be appointed by a notice in writing (a **Proxy Notice**) which:
 - 64.1.1 states the name and address of the Shareholder appointing the proxy;
 - 64.1.2 identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;
 - 64.1.3 is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 64.1.4 is delivered to the Company in accordance with the Articles and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate,

and a Proxy Notice which is not delivered in such manner shall be invalid, unless the Directors, in their discretion, accept the Proxy Notice at any time before the meeting.

- 64.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 64.3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 64.4 Unless a Proxy Notice indicates otherwise, it must be treated as:
 - 64.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 64.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

65 Delivery of proxy notices

- 65.1 A Proxy Notice in relation to which a right to vote is to be exercised must be delivered so that it is received by the Company:
 - 65.1.1 in the case of a meeting or adjourned meeting, at any time before the time for holding the meeting or adjourned meeting, or any lesser time that the Directors may specify; and
 - 65.1.2 in the case of a poll taken otherwise than at the meeting or adjourned meeting, before the poll is taken.
- 65.2 In calculating the periods mentioned in Article 65.1 no account shall be taken of any part of a day that is not a Business Day.
- 65.3 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.
- 65.4 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 65.5 A notice revoking a proxy appointment only takes effect if it is delivered before the poll is taken.
- 65.6 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

66 Amendments to resolutions

- 66.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:

- 66.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairman of the meeting may determine); and
 - 66.1.2 the proposed amendment does not, in the reasonable opinion of the Chairman of the meeting, materially alter the scope of the resolution.
- 66.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:
 - 66.2.1 the Chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 66.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 66.3 If the Chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman's error does not invalidate the vote on that resolution.

PART 5

ADMINISTRATIVE ARRANGEMENTS

67 Means of communication to be used

- 67.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for Documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.
- 67.2 The Company may send or supply Documents or information to Shareholders by making them available on a website.
- 67.3 Subject to the Articles, any notice or Document or other information to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents or other information for the time being.
- 67.4 A Director may agree with the Company that notices or Documents or other information sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.
- 67.5 Any notice, Document or other information shall be deemed served on or delivered to the intended recipient:
- 67.5.1 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 (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);
 - 67.5.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - 67.5.3 if properly addressed and sent or supplied by electronic means, one hour after the Document or information was sent or supplied; and
 - 67.5.4 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 67.5, no account shall be taken of any part of a day that is not a Business Day.

- 67.6 Proof that an envelope containing a notice or other Document was properly addressed, prepaid and posted shall be conclusive evidence that the notice or other Document was sent. Proof that a notice or other Document contained in an electronic communication was sent in

accordance with guidance issued from time to time by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice or other Document was sent.

68 No right to inspect accounts and other records

Except as provided by law or authorised by the Directors or an Ordinary Resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a Shareholder.

69 Winding up

If the Company is wound up, the liquidator may, with the sanction of a Special Resolution and any other sanction required by the Act, divide among the Shareholders in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the Shareholders or different classes of Shareholders. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Shareholders as he with the like sanction determines, but no Shareholder shall be compelled to accept any assets upon which there is a liability.

70 Indemnity

70.1 Subject to Article 70.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled, each relevant officer may be indemnified out of the Company's assets (including by funding any expenditure incurred or to be incurred by him) against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in connection with:

70.1.1 any negligence, default, breach of duty or breach of trust in relation to the company of which he is a relevant officer;

70.1.2 the actual or purported execution and/or discharge of his duties.

70.2 This Article 70 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.

70.3 In this Article 70 a **relevant officer** means any director, alternate director, or other officer of the Company.

71 Insurance

71.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

71.2 In this Article 71:

71.2.1 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 of the Company, or a pension fund,

employee share scheme or another trust in which current or former employees of the Company or any such associated company are or have been interested; and

- 71.2.2 a **relevant officer** means any current or former director, alternate director or other officer of the Company or a current or former trustee of a pension fund, employee share scheme or another trust in which current or former employees of the Company or any such associated company are or have been interested.