

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **10661826**

The Registrar of Companies for England and Wales, hereby certifies that

BEDS & BARS GROUP LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **9th March 2017**



* N10661826H *



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01_(ef)

Application to register a company



*Received for filing in Electronic Format on the:***09/03/2017**

X61TE85L

<i>Company Name in full:</i>	BEDS & BARS GROUP LIMITED
<i>Company Type:</i>	Private company limited by shares
<i>Situation of Registered Office:</i>	England and Wales
<i>Proposed Registered Office Address:</i>	1D COLET GARDENS HAMMERSMITH LONDON UNITED KINGDOM W14 9DH
<i>Sic Codes:</i>	64209

Proposed Officers

Company Director *1*

Type: **Person**

Full Forename(s): **MR KEITH CHARLES**

Surname: **KNOWLES**

Service Address: **recorded as Company's registered office**

*Country/State Usually
Resident:* **UNITED KINGDOM**

Date of Birth: ****/03/1960** *Nationality:* **BRITISH**

Occupation: **PUBLICAN**

The subscribers confirm that the person named has consented to act as a director.

Statement of Capital (Share Capital)

<i>Class of Shares:</i>	ORDINARY	<i>Number allotted</i>	1
<i>Currency:</i>	GBP	<i>Aggregate nominal value:</i>	1
<i>Prescribed particulars</i>			

THE SHARES HAVE ATTACHED TO THEM FULL VOTING, DIVIDEND AND CAPITAL DISTRIBUTION (INCLUDING ON WINDING UP) RIGHTS; THEY DO NOT CONFER ANY RIGHTS OF REDEMPTION.

Statement of Capital (Totals)

<i>Currency:</i>	GBP	<i>Total number of shares:</i>	1
		<i>Total aggregate nominal value:</i>	1
		<i>Total aggregate unpaid:</i>	0

Initial Shareholdings

Name: **KEITH CHARLES
KNOWLES**

Class of Shares: **ORDINARY**

Address **1D COLET GARDENS
HAMMERSMITH
LONDON
UNITED KINGDOM
W14 9DH**

Number of shares: **1**

Currency: **GBP**

*Nominal value of each
share:* **1**

Amount unpaid: **0**

Amount paid: **1**

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Individual Person with Significant Control details

Names: **MR KEITH CHARLES KNOWLES**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/03/1960** *Nationality:* **BRITISH**

Service address recorded as Company's registered office

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

<i>Nature of control</i>	The person holds, directly or indirectly, 75% or more of the shares in the company.
<i>Nature of control</i>	The person holds, directly or indirectly, 75% or more of the voting rights in the company.
<i>Nature of control</i>	The person has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Name: **KEITH CHARLES KNOWLES**
Authenticated **YES**

Authorisation

Authoriser Designation: **subscriber** *Authenticated* **YES**

COMPANY HAVING A SHARE CAPITAL

Memorandum of Association of

Beds & Bars Group Limited

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share.

Name of each subscriber	Authentication by each subscriber
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Mr Keith Charles Knowles	Mr Keith Charles Knowles
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Dated 9/3/2017

**Articles of Association of
Beds & Bars Group Limited**

1 Interpretation

1.1 The regulations contained in the model articles for private companies limited by shares prescribed pursuant to the Companies Act 2006 ("**Model Articles**") shall, together with the following regulations, constitute the Articles of association of the Company (subject to Article 1.5 below).

1.2 In these Articles:

1.2.1 headings are used for convenience only and shall not affect construction;

1.2.2 words and expressions which are defined in the Model Articles shall bear the same meaning and, unless the context otherwise requires or save as otherwise provided, words and expressions shall bear the same meaning as in the Companies Act 2006;

1.2.3 in the event of there being any conflict or inconsistency between any provision of the Model Articles which is applicable to the Company and any provision contained in these Articles the latter shall prevail;

1.3 The following words and expressions shall have the following meanings:

Act: the Companies Act 2006 and every statutory modification or re-enactment and every relevant statutory instrument derived from it for the time being in force

Associate:

(a) the Privileged Relation of the relevant person; or

(b) in relation to any body corporate: any member of its Group

Auditor: the duly appointed auditor of the Company from time to time or, to the extent that there is none, the firm of chartered accountants appointed by the Company from time to time

Available Profits: profits of a company available for distribution in accordance with Part 23 of the Act

Board: the board of directors of the Company as a body, or a quorum of the Board present at a meeting of the Board

Company: means Beds and Bars Group Limited

Exit: a Sale or a Listing

Group: in relation to any body corporate, that body corporate, any subsidiary, its holding company or any subsidiary of its holding company (as such terms are defined by Section 1159 of the Act)

Issue Price: the aggregate of the amount paid up (or credited as paid up) and any amount credited to the share premium account on the relevant Share

Listing:

- (a) both the admission of any of the Company's Shares to the Official List of the Financial Conduct Authority becoming effective and the admission of any of the Company's Shares to trading on the London Stock Exchange's market for listed securities; or
- (b) the admission to trading of any of the Company's Shares on the Alternative Investment Market of the London Stock Exchange becoming effective; or
- (c) the equivalent admission to trading to or permission to deal on any other Recognised Investment Exchange (as defined by section 285 of the Financial Services and Markets Act 2000) becoming effective in relation to any of the Company's Shares

Permitted Transferee: any transferee of Shares falling within article 9.2

Privileged Relation: the spouse, widow, widower, brother or sister of a Shareholder and the Shareholder's children and grandchildren (including step, illegitimate or adopted children and their issue)

Sale: the transfer (whether through a single transaction or a series of transactions) of 50 per cent or more of the Shares in issue, to a person or to that person and any other person:

- (a) who is connected with him; or
- (b) with whom he is acting in concert, as defined in The City Code on Takeovers and Mergers

other than a person who is a Shareholder at the date of adoption of these Articles or who is a Permitted Transferee

Shareholder: any holder of Shares

Share or Shares: the Ordinary Shares of £1.00 each in the capital of the Company

- 1.4 A Special Resolution shall be effective for any purpose for which an Ordinary Resolution is expressed to be required under any provision of these Articles or the Act.
- 1.5 For the purposes of these Articles, Regulation 21, of the Model Articles shall not apply to the Company.

2 Share capital

- 2.1 The share capital of the Company is divided into Ordinary Shares of £1.00 each.

- 2.2 Pursuant to section 550 of the Act, for so long as the Company has only one class of Shares, the Directors are generally and unconditionally authorised to exercise any powers of the Company to allot and grant rights to subscribe for or convert securities into such Shares, subject to the remaining provisions of this Article 2.
- 2.3 All Shares which the Board propose to issue shall first be offered to the Shareholders in proportion as nearly as may be to the number of the existing Shares held by them respectively. The offer shall be made by notice specifying the number of Shares offered and limiting a period (not being less than 14 days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those Shares so deemed to be declined shall be offered in the aforesaid proportion to the persons who have, within the same period, accepted all the Shares offered to them. Further offers shall be made on the same basis until all Shares are allotted or all shareholders have declined to take up further Shares; such further offers shall be made in like terms in the same manner and limited by a like period as the original offer.
- 2.4 Any Shares not accepted pursuant to such offer or further offer or not capable of being offered except by way of fractions shall be under the control of the Board, who may allot, grant options over or otherwise dispose of them to such people on such terms and in such manner as they think fit, provided that, in case of Shares not accepted, such Shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Shareholders.
- 2.5 In accordance with Section 567 of the Act Sections 561 and 562 of the Act shall not apply to the Company.
- 2.6 Shares may be issued nil paid, partly paid, or fully paid.

3 Lien

- 3.1 The Company shall have a first and paramount lien on every Share (not being a fully paid Share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that Share. The Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this regulation. The Company's lien on a Share shall extend to any amount payable in respect of it.
- 3.2. The Company may sell in such manner as the Directors determine any Shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the Share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the Shares may be sold.
- 3.3. To give effect to a sale the Directors may authorise some person to execute an instrument of transfer of the Shares sold to, or in accordance with the directions of,

the purchaser. The title of the transferee to the Shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

- 3.4 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the Shares sold and subject to a like lien for any moneys not presently payable as existed upon the Shares before the sale) be paid to the person entitled to the Shares at the date of the sale.

4 Calls on Shares and forfeiture

- 4.1 Subject to the terms of allotment, the Directors may make calls upon the members in respect of any moneys unpaid on their Shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his Shares.
- 4.2 A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the Shares in respect of which the call was made.
- 4.3 A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed.
- 4.4 The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.
- 4.5 If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call but the Directors may waive payment of the interest wholly or in part.
- 4.6. An amount payable in respect of a Share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of the Articles shall apply as if that amount had become due and payable by virtue of a call.
- 4.7 Subject to the terms of allotment, the Directors may make arrangements on the issue of Shares for a difference between the holders in the amounts and times of payment of calls on their Shares.
- 4.8 If a call remains unpaid after it has become due and payable the Directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if

the notice is not complied with the Shares in respect of which the call was made will be liable to be forfeited.

- 4.9 If the notice is not complied with any Share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited Shares and not paid before the forfeiture.
- 4.10 Subject to the provisions of the Act and any other provisions relating to Shares in these Articles, a forfeited Share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal a forfeited Share is to be transferred to any person the Directors may authorise some person to execute an instrument of transfer of the Share to that person.
- 4.11 A person any of whose Shares have been forfeited shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for the Shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those Shares with interest at the rate at which interest was payable on those moneys from the date of forfeiture until payment but the Directors may waive payment wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal.
- 4.12 A statutory declaration by a Director or the secretary of the Company that a Share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the Share and the person to whom the Share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the Share.

5 Dividends

- 5.1 The Company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends.
- 5.2 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.
- 5.3 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.

- 5.4 If the Company's share capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.
- 5.5 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.
- 5.6 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.
- 5.7 Subject to the provisions of the Act and this Article 5, the Directors may from time to time decide to declare dividends in any currency they deem appropriate at such time.

6 Return of capital rights

- 6.1 On a return of assets on a liquidation, capital reduction, sale of the Company, winding up or other repayment of capital (but excluding a purchase of Shares by the Company), the assets of the Company remaining after paying and discharging the debts and liabilities of the Company and the costs of winding up, shall be applied to the holders of the Shares in proportion to the nominal amounts paid up or credited as paid up on such Shares.

7 Voting and other rights

- 7.1 Subject to any other provisions in these Articles concerning voting rights, the Shares shall confer on each holder of Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company, and each Share shall carry one vote per Share;
- 7.2 Where Shares confer a right to vote, votes may be exercised:
- 7.2.1 on a show of hands by every Shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by a proxy (in which case, each Shareholder holding Shares with votes shall have one vote); or
- 7.2.2 on a poll by every Shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by a proxy (in which case, each Shareholder holding Shares with votes shall have one vote for each such share held).

8 Rights on Exit

- 8.1 The proceeds of an Exit shall be distributed on a *pro rata* basis among the Shareholders in accordance with their holdings of Shares.

9 Share Transfers

- 9.1 Except in the case of a Permitted Transfer, the right to transfer or otherwise dispose of any Shares or any interest in or arising from any Shares (an option or other like right to acquire any Share being deemed to be an interest in any Shares for this purpose) shall be subject to the provisions contained in these Articles and any such transfer or other disposal made otherwise than in accordance with such provisions shall be void.
- 9.2 A Shareholder may at any time transfer any Shares ("**Permitted Transfer**"):
- 9.2.1 to an Associate provided that:
 - (i) the Shares (including the full beneficial ownership and all other interests therein and rights attaching thereto) shall be re-transferred within seven days to the transferor if the transferee is not or shall cease to be an Associate of the transferor failing which a Transfer Notice shall be deemed to have been served; and
 - (ii) in the case of any transfer to a child any such transfer must be to a nominee (being more than 18 years of age) on behalf of such child;
 - 9.2.2 to the trustees of a trust the only beneficiaries of which are the transferor and/or Associates of the transferor. Where any shares have been so transferred, the trustees may transfer any of the same shares to the trustees for the time being of any other trust which complies with the terms of this Article 9.2.2 (whether on a change of trustee or otherwise) and/or back to the transferor or to any Privileged Relation of such transferor;
 - 9.2.3 pursuant to Articles 11 or 12;
 - 9.2.4 to any other holder of Shares in the capital of the Company for the time being; or
 - 9.2.5 on the death of all or any of the holders of the Shares in the capital of the Company for the time being to their personal representatives in which case Regulation 27 of the Model Articles shall apply.
- 9.3 If, in relation to a transfer of Shares, the transferor is a party to any agreement between the Company and some or all of its Shareholders (being an agreement additional to these Articles) then the Board may:
- 9.3.1 require the transferee of such Shares to enter into a written undertaking to be bound (to such extent as the Board may reasonably stipulate) by the provisions of such agreement; and
 - 9.3.2 decline to register the transfer of such Shares unless and until the transferee has entered into such written undertaking.

- 9.4 Any Shares held by the trustees of a trust which is within the provisions of Article 9.2.2 may be transferred to an Associate who is or becomes entitled thereto under the terms of the trust and is at the time of transfer aged at least 18 years.

10 Pre-emption

- 10.1 Except in the case of a Permitted Transfer, or Article 11 (Drag Along) or Article 12 (Tag Along), a Shareholder who wishes to transfer any Shares ("**Seller**") shall give notice in writing of such wish to the Company ("**Transfer Notice**"). Each Transfer Notice shall:

- 10.1.1 relate to one class of Shares only;
- 10.1.2 specify the number and class of Shares which the Seller wishes to transfer ("**Sale Shares**");
- 10.1.3 specify the identity of any person to whom the Seller wishes to transfer the Sale Shares ("**Proposed Transferee**");
- 10.1.4 specify the price per Share ("**Sale Price**") at which the Seller wishes to transfer the Sale Shares; and
- 10.1.5 be deemed to constitute the Company as the Seller's agent for the sale of the Sale Shares at the Sale Price in the manner prescribed by these Articles.

The appointment referred to in article 10.1.5 shall be irrevocable and is given by way of security for the performance of the obligations of the Seller under these Articles.

- 10.2 The Seller may provide in the Transfer Notice that unless buyers are found for all or not less than a specified number of the Sale Shares, he shall not be bound to transfer any of such Shares ("**Minimum Transfer Condition**") and any such provision shall be binding on the Company. If the Transfer Notice contains a Minimum Transfer Condition the Company may not make any allocation of Sale Shares unless and until it has found buyers for the minimum number specified in the Minimum Transfer Condition.
- 10.3 The Company shall not later than the 14th day following receipt of the Transfer Notice give notice in writing to each of the Shareholders (other than the Seller) offering for sale the Sale Shares at the Sale Price. The notice shall specify that the Shareholders shall have a period of 30 days from the date of such notice within which to apply for some or all of the Sale Shares.
- 10.4 It shall be a term of the offer that the Sale Shares shall be treated as having been offered, first to all Shareholders (other than the Seller) and then, to the extent that all of the Sale Shares have not been applied for, to the Company.
- 10.5 It shall be a further term of the offer that, if there is competition amongst the Shareholders for the Sale Shares treated as having been offered, such Sale Shares shall be treated as offered in proportion (as nearly as may be) to the Shareholders'

existing holdings of Shares ("**Proportionate Allocation**"). However, in his application for Sale Shares a Shareholder may, if he so desires, indicate that he would be willing to purchase a particular number of Shares in excess of his Proportionate Allocation ("**Extra Shares**").

- 10.6 In the event that the Shareholders are unwilling or unable to accept the offer for all the Sale Shares then the Company shall allocate the Sale Shares as follows:
- 10.6.1 if after the total number of Sale Shares applied for is equal to or less than the available number of Sale Shares, each Shareholder shall be allocated the number applied for in accordance with his application; or
- 10.6.2 if the total number of Sale Shares applied for is greater than the available number of Sale Shares, each Shareholder shall be allocated his Proportionate Allocation or such lesser number of Sale Shares for which he has applied and applications for Extra Shares shall be allocated in accordance with such applications or, in the event of competition, among those Shareholders applying for Extra Shares in such proportions as equal (as nearly as may be) the proportions of all the Shares of the same class held by such Shareholders.
- 10.7 Allocations of Sale Shares made by the Company pursuant to this Article shall constitute the acceptance by the persons to whom they are allocated of the offer to purchase those Sale Shares on the terms offered to them, provided that no person shall be obliged to take more than the maximum number of Sale Shares that he has indicated to the Company he is willing to purchase.
- 10.8 The Company shall forthwith upon allocating any Sale Shares give notice in writing ("**Sale Notice**") to the Seller and to each person to whom Sale Shares have been so allocated of the number of Sale Shares so allocated and the aggregate price payable therefor. Completion of the sale and purchase of those Sale Shares in accordance with the Sale Notice shall take place within 7 days of the date of the Sale Notice whereupon the Seller shall, upon payment of the price due in respect thereof, transfer those Sale Shares specified in the Sale Notice to the persons to whom they have been allocated and deliver the relevant Share certificates.
- 10.9 Save in the case of an acquisition of Sale Shares by the Company, if the Seller defaults in transferring any Sale Shares pursuant to Article 10.8, the Company may receive such purchase money and may nominate some person to execute an instrument of transfer of such Sale Shares in the name and on behalf of the Seller and thereafter, when such instrument has been duly stamped, the Company shall cause the name of the proposed transferee to be entered in the register of members as the holder of such Sale Shares and shall hold the purchase money on trust (without interest) for the Seller.
- 10.10 The receipt of the Company for the purchase money shall be a good discharge to the proposed transferee (who shall not be bound to see to the application thereof) and, after his name has been so entered in the register of members, the validity of the

proceedings shall not be questioned by any person. In the case of an acquisition of Sale Shares by the Company, if the Seller defaults in transferring any Sale Shares pursuant to Article 10.8, the Company may nominate some person to execute an instrument of transfer of such Sale Shares in the name and on behalf of the Seller and thereafter, subject to any relevant stamp duty having been paid, the Company shall cause such share capital to be cancelled in accordance with the Act and shall hold the purchase money on trust (without interest) for the Seller.

10.11 If all the Sale Shares are not sold under the pre-emption provisions contained in Articles 10.1 to 10.10 (inclusive), the Company shall (forthwith upon the exhaustion of such provisions) so notify the Seller and the Seller may at any time, within three calendar months after receiving such notification, transfer to the Proposed Transferee any unsold Sale Shares at any price not less than the Sale Price, provided that:

10.11.1 if the Seller stipulated in the Transfer Notice a Minimum Transfer Condition which has not been satisfied, the Seller shall not be entitled to sell any Sale Shares unless he complies with such Minimum Transfer Condition; and

10.11.2 any such sale shall be a sale in good faith and the Board may require to be satisfied (in such manner as they may reasonably think fit) that the Sale Shares are being sold for not less than the Sale Price without any deduction, rebate or allowance whatsoever and if, acting reasonably, the Board is not so satisfied it may refuse to register the transfer.

11 Drag along

11.1 In these Articles a "**Qualifying Offer**" shall mean an offer in writing by or on behalf of any person ("**Offeror**") to the holders of the entire issued Share Capital to acquire all their Shares.

11.2 If the holders of 75 per cent or more in nominal value of the ordinary share capital then in issue wish to accept the Qualifying Offer (the "**Accepting Shareholders**"), then the provisions of this Article 11 shall apply.

11.3 The Accepting Shareholders shall give written notice to the remaining Shareholders ("**Other Shareholders**") of their wish to accept the Qualifying Offer and the Other Shareholders shall thereupon become bound to accept the Qualifying Offer and to transfer their Shares to the Offeror (or his nominee) with full title guarantee on the date specified by the Accepting Shareholders in such written notice.

11.4 If any Other Shareholder shall not, on or before the date specified in the written notice served by the Accepting Shareholders, execute and deliver transfers in respect of the Shares held by him and deliver the certificate(s) in respect of the same (or a suitable indemnity in lieu thereof), then any Accepting Shareholder shall be deemed to be the duly appointed agent of that Other Shareholder with full power to execute, and to authorise and instruct such other person as he thinks fit to execute, the necessary transfer(s) and indemnities on the Other Shareholder's behalf and,

against receipt by the Company (on trust for such Shareholder) of the consideration payable for the relevant Shares, deliver such transfer(s) and certificate(s) or indemnities to the Offeror (or his nominee) and register such Offeror (or his nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person. The appointment referred to in this Article 11.4 shall be irrevocable and is given by way of security for the performance of the obligations of the Other Shareholder under these Articles.

- 11.5 Upon any person, following the issue of a notice pursuant to Article 11.3, becoming a member of the Company pursuant to the exercise of a pre-existing option to acquire Shares in the Company ("**New Shareholder**"), a notice shall be deemed to have been served upon the New Shareholder on the same terms as the previous notice who shall thereupon be bound to sell and transfer all such Shares acquired by him to the Offeror or as the Offeror may direct and the provisions of this Article shall apply *mutatis mutandis* to the New Shareholder save that completion of the sale of such Shares shall take place forthwith upon the notice being deemed served on the New Shareholder.

12 Tag along

- 12.1 If at any time one or more Shareholders ("**Proposed Sellers**") propose to sell, in one or a series of related transactions ("**Proposed Sale**"), Shares comprising 5 per cent or more in nominal value of the Shares in issue to any person (not being an Offeror for the purposes of Article 11.1) unless the sale is a Permitted Transfer the Proposed Sellers may only sell their Shares if they comply with the provisions of this Article 12.
- 12.2 The Proposed Sellers shall give written notice ("**Proposed Sale Notice**") to the other Shareholders of such intended sale at least ten days prior to the date thereof. The Proposed Sale Notice shall set out, to the extent not described in any accompanying documents, the identity of the proposed buyer ("**Proposed Buyer**"), the purchase price and other terms and conditions of payment, the proposed date of sale ("**Proposed Sale Date**") and the number of Shares proposed to be purchased by the Proposed Buyer ("**Proposed Sale Shares**").
- 12.3 Any other holder of Shares shall be entitled, by written notice given to the Proposed Sellers within five days of receipt of the Proposed Sale Notice, to be permitted to participate in the Proposed Sale on a *pro rata* basis according to the number of Shares held and otherwise on the same terms and conditions as those set out in the Proposed Sale Notice.
- 12.4 If any other Shareholder is not given the rights accorded him by the provisions of this Article, the Proposed Sellers shall be required not to complete their sale and the Company shall be bound to refuse to register any transfer intended to carry such a sale into effect.

13 Directors and alternate directors

- 13.1 A meeting of the Board or of a committee of the Board may consist of a conference between Directors who are not all in one place, but where each is able (directly or by telephonic communication) to speak to each of the others, and to be heard by each of the others simultaneously; and the word "meeting" in these Articles shall be construed accordingly. A meeting where those persons present are in different locations shall be deemed to take place where the Chairman is, or otherwise where the largest group of those participating is assembled.
- 13.2 A resolution in writing signed or approved by telegram, telefax, telex, or email by all the Directors shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors; but a resolution signed by an alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity.
- 13.3 Subject to the provisions of the Act, a Director may vote at a meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company, provided that he has disclosed to the Board the nature and extent of any material interest or duty and complies with such terms and conditions as the Directors think fit to impose, vary, or terminate from time to time .
- 13.4 The chairman of the Company shall have a second or casting vote.
- 13.5 The office of a Director shall be vacated if he shall be removed from office by notice in writing served upon him signed by a majority of his co-Directors.
- 13.6 The Directors (including any alternate Director) shall be entitled to be reimbursed all expenses reasonably incurred by them in connection with the discharge of their duties as directors.
- 13.7 Any Director (other than an alternate Director) may appoint any other Director, or any other person approved by resolution of the Directors and willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him.
- 13.8 An alternate director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member, to attend and vote at any such meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his appointor as a Director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate Director. But it shall not be necessary to give notice of such a meeting to an alternate Director who is absent from the United Kingdom.

- 13.9 An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director.
- 13.10 Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.
- 13.11 Save as otherwise provided in the Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.

14 Variation of class rights

- 14.1 Whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class may (unless otherwise provided by the terms of issue of the shares of that class) be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent in writing of the holders of three quarters of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the issued shares of that class, but not otherwise.

15 Shareholders' written resolutions

- 15.1 A resolution in writing executed by or on behalf of all the Shareholders entitled to vote shall be as valid and effectual as if the same had been duly passed at a general meeting and may consist of several documents in the like form, each executed by or on behalf of one or more persons. In the case of a corporation, the resolution may be signed on its behalf by a Director or the Secretary thereof or by its duly appointed attorney or duly authorised representative.

16 Notices

- 16.1 Notices shall be given to a Shareholder whose registered address is outside the United Kingdom.

17 Indemnity and insurance

- 17.1 Subject to the provisions of the Act, every Director, auditor, secretary or other officer of the Company shall be entitled to be indemnified by the Company out of its own funds for all costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in

connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court.

18 SHAREHOLDERS' RESERVE POWER

18.1 The following matters shall be subject to the prior written consent of the holder(s) for the time being of not less than 75% by nominal value of all Shares held by the Shareholders:

18.1.1 any alteration to these articles of association;

18.1.2 any alteration of the rights attaching to the Shares;

18.1.3 any alteration to the name of the Company;

18.1.4 any material change to the nature of the business of the Company;

18.1.5 any change to residency for tax purposes, or establishment of a permanent establishment, in a jurisdiction other than the United Kingdom;

18.1.6 the grant of any rights (by licence or otherwise) in or over any intellectual property owned or used by the Company;

18.1.7 the application for a Listing or trading of any Shares or debt securities on any stock exchange or market; and

18.1.8 the passing of any resolution for the winding up of the Company or presentation of any petition for its administration (unless it has become insolvent).