

13 March 2013

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION
OF
JUBILEE FINANCIAL PRODUCTS HOLDINGS LIMITED
COMPANY NO: 6618513

At a meeting of the members of Jubilee Financial Products Holdings Limited (the "**Company**"), duly convened and held at 21 Knightsbridge, London, SW1X 7LY on 13th March 2013 and pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors passed the following special resolution (together, the "**Special Resolution**")

SPECIAL RESOLUTION

THAT the Articles of Association of the Company be modified by the implementation of the new attached articles, dated November 2012

THAT the amended Articles of Association of the Company be hereby adopted on and from the Effective Date.

THAT the "**Effective Date**" be 13th March 2013



Signed

13/3/2013

Date

David Shorthouse, Director

THURSDAY



A22

A25LRM9T

04/04/2013

#97

COMPANIES HOUSE

THE COMPANIES ACTS 1985 AND 2006
A PRIVATE COMPANY LIMITED BY SHARES
AMENDED ARTICLES OF ASSOCIATION
(NOVEMBER 2012 VERSION)
of
JUBILEE FINANCIAL PRODUCTS HOLDINGS LIMITED
(Company Number 6618513)
Adopted by a written shareholder resolution dated 9 November 2012 with Effective Date of 19th
March 2013

JUBILEE FINANCIAL PRODUCTS HOLDINGS LIMITED
3RD FLOOR
21 KNIGHTSBRIDGE
LONDON SW1X 7LY

TABLE OF CONTENTS

1	INTERPRETATION	1
2	PRELIMINARY	3
3	SHARE CAPITAL	3
4	SHARES	4
5	PREFERENCE SHARES	4
6	LIEN ON PARTLY PAID SHARES	5
7	SHARE TRANSFERS	6
8	PRE-EMPTION RIGHTS (ADVANCE NOTICE)	8
9	PRE-EMPTION RIGHTS (TRANSFER NOTICE)	9
10	OFFER FOR RELEVANT INTEREST ("DRAG-ALONG")	9
11	COMPULSORY OFFER FROM ACQUIRER ("TAG ALONG")	10
12	LEAVERS	11
13	DIRECTORS	12
14	PROCEEDINGS OF DIRECTORS	13
15	CONFLICTS OF INTEREST	13
16	AUTHORISATION OF A CONFLICT	14
17	TRANSACTIONS AND OTHER ARRANGEMENTS WITH THE COMPANY	15
18	THE SEAL	16
19	INDEMNITY	16

ARTICLES OF ASSOCIATION

1. INTERPRETATION

In these Articles, if not inconsistent with the subject or context, the following words and expressions shall have the following meanings -

Act	means the Companies Act 2006 and every statutory modification or re-enactment thereof for the time being in force.
Bad Leaver	means a member who is a Leaver in any of the following circumstances (A) the Leaver voluntary resigns in circumstances where (i) the Leaver takes up a position in any capacity whatsoever with a Competitor within twelve months of the date on which he becomes a Leaver, or (ii) the Leaver sets up a business as or is engaged as a consultant or adviser to a Competitor within twelve months of the date on which he becomes a Leaver, or (iii) allegations of gross misconduct or breach of any service agreement or other arrangements in place have been made by the Relevant Employer against the Leaver supported by evidence of wrongdoing, <u>OR</u> (B) there is a dismissal (or expulsion) of the Leaver by the Relevant Employer for gross misconduct or breach of any service agreement or other arrangements in place in circumstances that justify the summary termination of the relevant arrangements, <u>OR</u> (C) the member otherwise becomes a Leaver and the board concludes (and has reasonable grounds for so concluding) that the Leaver is guilty of fraud, dishonesty or negligence in the performance of his role.
Company	means Jubilee Financial Products Holdings Limited, company number 6618513
Competitor	means (A) any undertaking whose business is similar to that of the Company; (B) any undertaking that is an authorised person in the United Kingdom for the purposes of FSMA, (C) any undertaking that is the equivalent of such an authorised person in any other member state of the European Union pursuant to MiFID, and (D) any undertaking that is affiliated with an undertaking that falls within items (A), (B) or (C) above.
Controlling Interest	means an interest in any shares in the capital of the Company conferring in aggregate more than 50 per cent of the total voting rights conferred by all the shares in the capital of the Company from time to time in issue and conferring the right to vote at all general meetings of the Company.
Dissenter	means a member who holds (or members who between them hold) an interest in any shares in the capital of the Company conferring in aggregate 5 per cent or more of the total voting rights conferred by all the shares in the capital of the Company from time to time in issue and conferring the right to vote at all general meetings of the Company, and

who send(s) a Dissent Notice pursuant to paragraph 10 below

Dissent Notice	means, for the purposes of paragraph 10 below, a notice from the Dissenter in which the Dissenter expresses the opinion that the price per share offered to Called Shareholders is less than the fair price (that is, the price that a willing buyer would pay to a willing seller).
Dissent Period	means, for the purposes of paragraph 10 below, the period from (and including) the date on which the Called Shareholders receive the Drag Along Notice to 5.00pm, London time, on the fifteenth day thereafter (or, if such day is not a business day, the next following day that is)
Founder	means Adam Habib and persons connected to him.
FSMA	means the Financial Services and Markets Act 2000 and every statutory modification or re-enactment thereof for the time being in force
Good Leaver	means any Leaver other than a Leaver who is a Bad Leaver
Leaver	means each of the following (other than the Founder): (A) any member who ceases, or has ceased, to be a Relevant Employee; (B) any person who becomes entitled to any shares (each, a " <u>Successor</u> ") (i) on the death of a member, (ii) on the bankruptcy (if an individual) of a member or the receivership, administrative receivership, administration, liquidation or other arrangement for the winding-up (whether solvent or insolvent) of a member (if a company) (each such event being referred to as a " <u>Credit Event</u> "), or (iii) on the exercise of an option after ceasing to be a Relevant Employee, or (C) any member holding shares as a nominee for any person who ceases, or who has ceased, to be a Relevant Employee.
Listing	means the admission of any part of the share capital of the Company to the Official List of London Stock Exchange plc or to trading on AIM, a market operated by London Stock Exchange plc or to any other recognised investment exchange within the meaning of Section 20(1) of FSMA.
LLP	means Jubilee Financial Products LLP (including any successor undertaking thereto).
MiFID	means the Markets in Financial Instruments Directive (and every statutory modification or re-enactment thereof for the time being in force) together with any law in a European Union member state implementing such directive for the time being in force.
Relevant Employee	means each of the following. (A) an employee of the Company, (B) a director of the Company, (C) a member of

the LLP or any other affiliated undertaking of the Company; (D) an employee of any affiliated undertaking of the Company, and (E) a director of any affiliated undertaking of the Company

Relevant Employer means each of the undertakings referred to in items (A) to (E), both inclusive, of the definition of Relevant Employee above

Relevant Interest means an interest in any shares in the capital of the Company conferring in aggregate 70 per cent or more of the total voting rights conferred by all the shares in the capital of the Company from time to time in issue and conferring the right to vote at all general meetings of the Company

Sale means the sale of any part of the share capital of the Company to any person resulting in that person, together with any person or persons connected with him (not being the Company or a person connected with the Company) holding more than 50 per cent of the votes then exercisable at general meetings of the Company

2. **PRELIMINARY**

2.1 Jubilee Financial Products Holdings Limited (the "**Company**") shall be a private company within the meaning of the Act.

2.2 Subject as hereinafter provided, the regulations constituting Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007/2541) and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 (SI 2007/2826), and as otherwise amended prior to the adoption of these Articles apply to the Company except in so far as they are excluded or varied by these Articles (such Table being hereinafter called "**Table A**") shall apply to the Company

2.3 Reference to any provision of the Act, FSMA, and of MiFID shall where the context so admits be construed as and include a reference to such provision as modified by any legislative act for the time being in force

2.4 Regulations 8, 23, 24, 61, 64, 73, 97, 101 and 118 of Table A shall not apply to the Company, but the Articles hereinafter contained, together with the remaining regulations of Table A, but subject to the modifications hereinafter expressed, shall constitute the regulations of the Company

3. **SHARE CAPITAL**

3.1 The share capital of the Company comprises

- (a) ordinary shares of 0.01p each ("**Ordinary Shares**"), and
- (b) redeemable preference shares of £1 each ("**Preference Shares**")

3.2 As at 9th November 2012 there are 63,852,933 Ordinary Shares issued and outstanding and there are 1,898,000 Preference Shares issued and outstanding.

3.3 The shares of the Company shall have the following respective rights and be subject to the following respective restrictions -

- (a) As to Income:

No dividend or any other distribution shall be declared or paid on the Ordinary Shares

in each financial year until the Preference Dividend has been declared and paid in full in respect of such financial year or any preceding financial year in accordance with paragraph 5.2 below

(b) As to Voting

- (i) The Ordinary Shares shall entitle the holders thereof to one vote at general meetings of the Company in respect of each share held
- (ii) No variation of the rights of the Ordinary Shares or the Preference Shares shall be effected unless the consent of 75% of the holders of that class of share has first been obtained
- (iii) The Preference Shares shall not entitle the holders thereof to any votes at general meetings of the Company

(c) As to Return of Capital:

On a winding up or other return of capital (but not on the redemption or the purchase by the Company of its own shares), the surplus assets of the Company remaining after payment of its liabilities shall be applied in the following order -

- (i) first in paying to the holders of the Preference Shares an amount equal to the amount that would have been required to redeem the same pursuant to paragraph 5.3 below if the redemption had taken place on the same date as the date of winding up (including any Preference Dividend due pursuant to paragraph 5.2 below),
- (ii) any balance of such surplus assets shall belong to and be distributed proportionately amongst the holders of the Ordinary Shares up to an amount equal to the amount subscribed for such shares and, following such distribution, any remaining balance shall be distributed proportionally between the holders of Ordinary Shares.

4. SHARES

4.1 In accordance with section 567(1) of the Act, section 561 (*existing shareholders' right of pre-emption*) and section 562 (*communication of pre-emption offers to shareholders*) of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company.

4.2 Subject to the Act, and to paragraph 4.3 below, the Company may purchase its own shares whether out of distributable profits or the proceeds of a fresh issue of shares or otherwise

4.3 Subject to the Act, the Company may give financial assistance for the purpose of or in connection with any acquisition of shares made or to be made in the Company or its holding company (if any)

5 PREFERENCE SHARES

5.1 The Preference Shares shall have the rights and be subject to the restrictions set out in this paragraph 5.

5.2 Dividends

- (a) In respect of each financial year or other accounting period of the Company, the holders of the Preference Shares shall be entitled to, and shall be paid in priority to any declaration or payment of any dividend or any other distribution to the holders of the Ordinary Shares, a fixed cumulative preferential dividend (the "**Preference Dividend**") at a rate of 10% per annum accruing on a daily basis and calculated on the basis of a 365 day year
- (b) The Preference Dividend shall be payable in cash annually in arrears on 20th

September or if that date is not a business day, on the first business day thereafter

- (c) Payments shall be made *pro rata* to holders of Preference Shares on the register of members of the Company on any date selected by the Company up to 14 days prior to the relevant Preference Dividend payment date

5.3 Return of Capital:

- (a) In the event of a liquidation or a return of capital on a winding up or other repayment of capital (other than a redemption or purchase of the Preference Shares pursuant to these Articles) the assets of the Company available for distribution among the shareholders of the Company shall be applied in paying to the holders of the Preference Shares, *pro rata* in the case of any deficiency, the redemption amount payable in accordance with paragraph 5.5 below
- (b) The Preference Shares shall not entitle the holders to any further or other right of participation in the assets of the Company.

5.4 Voting

The Preference Shares shall confer on the registered holders the right to receive notice of and attend any general meeting of the Company but shall not entitle the holders to vote (whether in person or by proxy) at any such meeting or on any resolution of the Company

5.5 Redemption

- (a) Subject to the provisions of the Act, on the fifth anniversary of the issue date of the Preference Shares or, if earlier, on the date of a Listing or Sale ("**Redemption Date**") the Company shall redeem all of the Preference Shares in issue on that date at par.
- (b) Any notice of redemption shall specify the date fixed for redemption and the place at which the certificates for such Preference Shares are to be presented for redemption and upon which date the holders of the Preference Shares shall be bound to deliver to the Company the certificates for such Preference Shares as are held by such holder in order that the same can be cancelled.
- (c) Upon delivery the Company shall pay to the holder the amount due to such holder in respect of such redemption and any Preference Dividend due to such holder pursuant to paragraph 5.2 above
- (d) As from the date of redemption, the Preference Dividend shall cease to accrue except in the event that the Company fails to pay the redemption amount to the holder of any Preference Share upon due presentation of the certificate, in which case the Preference Dividend shall continue to accrue on such Preference Shares until such time as they are redeemed, on which date the holder shall receive both the redemption amount and any Preference Dividend accrued to that date
- (e) The receipt of the registered holder as at the date fixed for redemption of any Preference Share for the moneys payable on redemption shall constitute an absolute discharge to the Company in respect thereof
- (f) If any holder of Preference Shares whose shares are liable to be redeemed pursuant to this Article shall fail or refuse to deliver up the certificate for his Preference Shares, the Company may retain the redemption monies until delivery up of the certificate (or an indemnity in respect thereof) Subject to satisfactory receipt, the Company shall within 14 days thereafter pay the redemption monies to the shareholder. No holder of Preference Shares shall have any claim against the Company for interest on any redemption monies so retained.

6 LIEN ON PARTLY PAID SHARES

- 6.1 The Company shall have a first and paramount lien on every share (not being a fully paid

share) for all monies (whether presently payable or not) payable at a fixed time or called in respect of that share

6 2 The directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation

6 3 The Company's lien on a share shall extend to any amount payable in respect of it

7. **SHARE TRANSFERS**

7 1 Process

- (a) The instrument of transfer of a fully paid share shall be signed by or on behalf of the transferor and in the case of shares that are not fully paid up, the instrument of transfer shall in addition be signed by or on behalf of the transferee
- (b) The directors in their absolute discretion may decline to register any transfer of any share, whether or not it is a fully paid share. In particular, the board reserves the powers (i) to approve the person to whom shares are to be transferred pursuant to these Articles, and (ii) to attach conditions to any such approval
- (c) If the directors decline to register the transfer within 2 months of the date on which the instrument of transfer was lodged they shall send the transferee notice of the refusal, together with the reasons for such refusal.
- (d) Any consent by the directors to a transfer of shares shall not be construed as a recommendation by the directors to the transferee to acquire the shares so transferred

7 2 Each transferee of shares shall be deemed to represent to the directors that he has conducted such legal, tax and financial due diligence on the Company as he considers necessary or desirable in order to acquire the shares so transferred

7 3 Subject to paragraph 7 5 below, if X proposes to transfer any Sale Shares to Y, this paragraph 7.3 applies to such proposed transfer:

- (a) X shall give notice (the "**Advance Notice**") in writing to the Company of the following prior to X assuming any unconditional duty to make such a transfer to Y.
 - (i) the identity of Y,
 - (ii) the number of the Sale Shares that X proposes to transfer to Y, and
 - (iii) the terms upon which X proposes to transfer Sale Shares to Y (including the Reference Price)
- (b) In addition, X shall include with the Advance Notice a copy of any conditional agreement between X and Y for the transfer of Sale Shares
- (c) Upon receipt of the Advance Notice, the directors may direct in writing that the pre-emption rights in paragraph 8 below shall apply in respect of the proposed transfer that is the subject of the Advance Notice or may direct in writing that the pre-emption rights in paragraph 8 below shall not apply in respect of the proposed transfer that is the subject of the Advance Notice
- (d) If the directors so direct, the pre-emption rights in paragraph 8 below shall so apply and the transfer contemplated by the Advance Notice may not be effected until these pre-emption rights shall have been exhausted
- (e) If the directors so direct, the pre-emption rights in paragraph 8 below shall not so apply and the directors (pursuant to its power in paragraph 7.1(b) above) may exercise the power to approve (or not, as the case may be) the transfer of the Sale Shares by X to Y
- (f) For the purposes of this paragraph 7 3:

- (i) the term “**Reference Price**” means the price per share at which X proposes to transfer Sale Shares to Y,
- (ii) the term “**Sale Shares**” means those shares that X proposes to transfer to Y,
- (iii) the term “**share**” shall include beneficial ownership of a share,
- (iv) “**X**” means any member of the Company other than (A) the Company; and (B) any holding company of the Company, and
- (v) “**Y**” means any person other than (A) the Company, and (B) any holding company of the Company

7.4 Subject to paragraph 7 5 below, this paragraph 7.4 applies to any proposed transfer of shares by X in circumstances where paragraph 7.3 above does not apply

- (a) X shall give notice in writing (hereinafter called the “**Transfer Notice**”) to the Company of such proposal
- (b) The Transfer Notice shall specify the sum that in X’s opinion constitutes the fair price (the “**Reference Price**”) of each share specified therein
- (c) Upon receipt of the Transfer Notice (but subject to the following), the pre-emption rights in paragraph 9 below shall apply in respect of the proposed transfer that is the subject of the Transfer Notice and the transfer contemplated by the Transfer Notice may not be effected until these pre-emption rights shall have been exhausted
- (d) The directors may direct that the pre-emption rights in paragraph 9 below shall not apply in respect of the transfer contemplated by the Transfer Notice.
- (e) For the purposes of this paragraph 7 4
 - (i) the term “**Reference Price**” shall have the meaning given it in paragraph 7 4(b) above, but subject to paragraph 9.1(b) below and (in the case of a member who is a Leaver pursuant to paragraph 12 below) subject to paragraph 12 3(c) below,
 - (ii) the term “**Sale Shares**” shall have the meaning given it in paragraph 9.1 below;
 - (iii) the term “**share**” shall include beneficial ownership of a share, and
 - (iv) the term “**X**” shall have the meaning given it in paragraph 7.3(f) above.

7 5 For the avoidance of doubt

- (a) Neither paragraph 7 3 nor paragraph 7 4 above shall apply to
 - (i) a transfer to the Offeror by the Selling Members or the Called Shareholders pursuant to paragraph 10 below; or
 - (ii) a transfer to the proposed transferee (or any person or persons acting in concert with it) pursuant to a written offer complying with the provisions of paragraph 11.3 below
- (b) Subject to any direction of the directors that is to the contrary, no member shall have pursuant to paragraph 8 or paragraph 9 below any pre-emption rights in respect of shares of a class in respect of which he is not a class member.
- (c) Subject to any direction of the directors that is to the contrary, neither paragraph 7 3 nor paragraph 7 4 above shall apply to
 - (i) a transfer to a purchasing member pursuant to paragraph 8 below,
 - (ii) a transfer to a purchasing member pursuant to paragraph 9 below,
 - (iii) a transfer to a purchasing member pursuant to paragraph 12.2 below, and

- (iv) a transfer to any other person designated by the board pursuant to paragraph 12 2 below
- (d) Paragraph 9 below shall apply (in accordance with its terms) upon a direction of the directors to this effect pursuant to paragraph 12 2(a)(v) below and otherwise pursuant to paragraph 12.2(b) below
- (e) Notwithstanding the terms of paragraph 7.3 above, the directors may direct that the pre-emption rights in paragraph 8 below shall apply in respect of a transfer to the Company or a holding company of the Company (but without prejudice to paragraph 4 2 above)
- (f) The directors shall not be obliged to authorise the registration of the transfer if the appropriate stamp duty has not been paid

8 **PRE-EMPTION RIGHTS (ADVANCE NOTICE):**

- 8 1 The Advance Notice shall constitute the Company X's agent for the sale of the Sale Shares in one or more lots at the discretion of the directors to the members (other than X) at a price at least equal to the Reference Price.
- 8 2 The Company shall forthwith by notice in writing (hereinafter called the "**Offer Notice**") inform each member (other than X) of the number of the Sale Shares and the Reference Price and shall invite each such member to apply in writing to the Company within 21 days of the date of despatch of the Offer Notice (which date shall be specified therein) for such maximum number of the Sale Shares (being all or any thereof) as he shall specify in such application
- 8.3 If such members shall within the said period of 21 days apply for all or any of the Sale Shares, the directors shall allocate the Sale Shares (or so many of them as shall be applied for) to or amongst the applicant members in proportion as nearly as may be to the number of shares in the Company of which they are registered or unconditionally entitled to be registered as holders; provided that no applicant member shall be obliged to take more than the maximum number of shares specified by him as aforesaid
- 8 4 If any shares shall not be capable without subdivision of being allocated to the members in proportion to their existing holdings, the same shall be allocated to the applicant members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto and the lots shall be drawn in such manner as the directors think fit
- 8.5 The Company shall forthwith give notice of such allocations (hereinafter called the "**Allocation Notice**") to X and to the members to whom the Sale Shares have been allocated and shall specify in the Allocation Notice the place and time being not earlier than 14 and not later than 28 days after the date of the despatch of the Allocation Notice, (which shall be specified therein) at which the sale of the Sale Shares so allocated shall be completed
- 8.6 X shall be bound upon payment of the purchase price (due in respect thereof) to transfer the shares comprised in the Allocation Notice to the purchasing members named therein at the place and time therein specified, and if in any case X after having become bound as aforesaid makes default in transferring any shares the Company may receive the purchase price on his behalf, and may authorise some person to execute a transfer of such shares in favour of the purchasing member. The receipt of the Company for the purchase price shall be a good discharge to the purchasing member. The Company shall forthwith pay the purchase price into a separate bank account in the Company's name and shall hold the purchase price and any interest earned thereon in trust for X.
- 8 7 During the 3 months following the expiry of the period of 21 days referred to above, X shall be at liberty (subject nevertheless to the provisions of paragraph 6 above) to transfer to Y at any price (not being less than the Reference Price) any of the Sale Shares not allocated by the directors as aforesaid (subject always to paragraph 7 5(f) above and the reserved powers of the board in paragraph 7 1(b) above)

9 **PRE-EMPTION RIGHTS (TRANSFER NOTICE):**

9.1 The Transfer Notice shall constitute the Company X's agent for the sale of such share or shares as may be contemplated by the Transfer Notice (hereinafter called the "**Sale Shares**") in one or more lots at the discretion of the directors to the members (other than X) at the Reference Price save that.

(a) if the directors do not accept that the sum specified by X constitutes the fair price of the said share they shall instruct the Auditors of the Company (who shall act as experts and not as arbitrators so that any provision of law or statute relating to arbitration shall not apply) to certify by certificate in writing (hereinafter called the "**certificate of value**") the value in their opinion of the Sale Shares as between a willing seller and a willing buyer, and

(b) in such a case the Transfer Notice shall nevertheless constitute the Company X's agent for the sale of the Sale Shares but at the price certified in the certificate of value (which shall be deemed to be the "**Reference Price**" for the purposes hereof)

9.2 If the Auditors are instructed to certify the fair value as aforesaid the Company shall, as soon as it receives the certificate of value, furnish a copy thereof to X. The cost of obtaining the certificate of value shall be borne by the Company

9.3 Upon the Reference Price being fixed as aforesaid the Company shall forthwith by notice in writing (hereinafter called the "**Offer Notice**") inform each member (other than X) of the number of the Sale Shares and the Reference Price and shall invite each such member to apply in writing to the Company within 21 days of the date of despatch of the Offer Notice (which date shall be specified therein) for such maximum number of the Sale Shares (being all or any thereof) as he shall specify in such application

9.4 Paragraphs 8.3 to 8.6 above (both inclusive) apply as if set forth in full here in this Paragraph 9

9.5 During the 3 months following the expiry of the period of 21 days referred to above, X shall be at liberty (subject nevertheless to the provisions of paragraph 6 above) to transfer to any person at any price (not being less than the Reference Price) any of the Sale Shares not allocated by the directors as aforesaid (subject always to paragraph 7.5(f) above and the reserved powers of the board in paragraph 7.1(b) above)

10 **OFFER FOR RELEVANT INTEREST ("DRAG-ALONG")**

10.1 If at any time

(a) a member or members ("**Selling Members**") who between them hold a Relevant Interest proposes to sell the legal or beneficial interests in such Relevant Interest, whether in a single transaction or by a series of transactions (within the meaning of Section 839 of the Income and Corporation Taxes Act 1988), to a person who is a *bona fide* purchaser at arm's length, and

(b) an offer is made by the proposed transferee (or any person or persons acting in concert with it) (the "**Offeror**") to all of the holders of Ordinary Shares to acquire all the issued Ordinary Shares,

the Selling Members shall have the right (the "**Drag Along Right**") to require all of the other holders of Ordinary Shares (the "**Called Shareholders**") to accept in full the offer procured to be made to them.

10.2 The Drag Along Right may be exercised by the Selling Members serving notice to that effect (the "**Drag Along Notice**") to the Called Shareholders at the same time as, or within 21 days following, the making of the offer.

10.3 A Drag Along Notice once given shall be irrevocable but shall lapse (and the obligations thereunder shall lapse) if for any reason the Selling Members do not transfer a Relevant

Interest to the Offeror (or the Offeror's nominee) not later than the date specified as the date for completion of the sale and purchase of the Ordinary Shares pursuant to acceptance of the offer.

10.4 Upon the exercise of the Drag Along Right in accordance with this paragraph 10, the following provisions shall apply but subject to paragraph 10.5 below:

- (a) Each of the Called Shareholders shall be bound to accept the offer made to it in respect of his entire holding of Ordinary Shares and to comply with the obligations assumed by virtue of such acceptance
- (b) In the event that any Called Shareholder fails to accept the offer made to him or, having accepted such offer fails to complete the sale of any of his Ordinary Shares pursuant to the offer or otherwise fails to take any action required of him under the terms of the offer, the directors (or any of them) may authorise some person to accept the offer on behalf of the Called Shareholders in question or undertake any action required under the terms of the offer on the part of the Called Shareholder who has accepted the offer
- (c) The directors may in particular authorise some person to execute a transfer of any Ordinary Shares in favour of the Offeror (or his nominee) and the Company may give a good receipt for the purchase price of such Ordinary Shares and may register the Offeror (or his nominee) as holder thereof and issue to him (or as he may direct) certificates for the same whereupon the Offeror (or his nominee) shall be indefeasibly entitled thereto.
- (d) The Called Shareholder shall in such case be bound to deliver up his certificate for his Ordinary Shares to the Company whereupon the Called Shareholder shall be entitled to receive the purchase price for such Ordinary Shares which shall in the meantime be held by the Company on trust for the Called Shareholder but without interest
- (e) After the name of the Offeror (or his nominee) has been entered in the Register in purported exercise of these powers, the validity of the proceedings shall not be questioned by any person

10.5 No Called Shareholder shall be bound to accept the offer made to it by the Offeror unless the Threshold Condition is satisfied. The "**Threshold Condition**" shall be satisfied if either of the following events shall occur

- (a) The directors do not receive a Dissent Notice within the Dissent Period
- (b) The directors do receive a Dissent Notice within the Dissent period and, consequent to that Dissent Notice, the directors receive the Requisite Certificate

10.6 If the directors receive a Dissent Notice within the Dissent Period they shall instruct the Auditors of the Company (who shall act as experts and not as arbitrators so that any provision of law or statute relating to arbitration shall not apply) to certify by certificate in writing (hereinafter called the "**certificate of value**") the value in their opinion of the Ordinary Shares as between a willing seller and a willing buyer (and expressed as a price per Ordinary Share).

10.7 If the price per Ordinary Share expressed in the certificate of value is at least equal to the price per Ordinary Share offered to the Called Shareholders by the Offeror such certificate of value shall be the "**Requisite Certificate**" for the purposes of paragraph 10.5 above

11. **COMPULSORY OFFER FROM ACQUIRER ("TAG ALONG")**

11.1 No sale or transfer of the legal or beneficial interest in any Ordinary Shares (the "**relevant transaction**") may be made or validly registered if as a result of such sale or transfer a Controlling Interest would be owned by a person (or persons acting in concert) where such person(s) was not a member of the Company immediately prior to the relevant transaction, unless the proposing transferor shall have procured a written offer complying with the provisions of paragraph 11.3 below to have been made by the proposed transferee (or any

person or persons acting in concert with it) to the holders of all the other issued Ordinary Shares in the Company to acquire their entire holdings of Ordinary Shares

11.2 For the purposes of this paragraph 11 the expression 'acting in concert' shall bear the meaning given to it in *The City Code on Takeovers and Mergers and the Rules Governing the Substantial Acquisition of Shares* published by the Panel on Takeovers and Mergers (as amended from time to time)

11.3 The offer referred to in paragraph 11.1 above shall -

- (a) be open for acceptance for a period of at least 21 days following the making of the offer,
- (b) be on terms that shareholders shall be entitled to receive for their holdings of Ordinary Shares a sum in cash equal to an amount for each Ordinary Share equal to the highest of the price per Ordinary Share paid or payable by the proposed purchaser in the relevant transaction or any related or previous transaction by the same purchaser or any person acting in concert with the proposed purchaser in the twelve months preceding the date of the offer referred to above, which price shall be deemed to include any consideration (in cash or otherwise) paid or payable by such purchaser or person acting in concert which, having regard to the substance of the transaction as a whole, is reasonably regarded by the directors as an addition to the price so paid or payable, and
- (c) be on terms that the purchase of any Ordinary Shares in respect of which such offer is accepted shall be completed at the same time as the relevant transaction

12 LEAVERS

12.1 Subject to the following sentence, a member who is a Leaver shall be deemed to be a Good Leaver in circumstances where the relevant Leaver is not deemed to be a Bad Leaver. The directors may direct that any Leaver who, but for such direction, would be deemed a Bad Leaver under the Articles shall be deemed a Good Leaver.

12.2 The following provisions apply to any Leaver (including a Successor) and to any Leaver's shares

- (a) The Company reserves the following powers (to be exercised at the direction of the directors).
 - (i) to allow the Leaver to continue to hold the shares notwithstanding that he is a Leaver,
 - (ii) in the case of death of a member, to allow the Successor to continue to hold the shares;
 - (iii) to direct the Leaver to sell such shares at the Reference Price to the Company, but subject to paragraph 4.2 above,
 - (iv) to direct the Leaver to sell such shares at the Reference Price to a designated person (who may be a member) as selected by the directors, and
 - (v) to direct that the provisions of paragraph 9 above shall apply to the Leaver and his shares
- (b) The provisions of paragraph 9 above shall apply to the Leaver and his shares, unless the directors issue a direction pursuant to items (i) to (iv), both inclusive, of paragraph 12.2(a) above.

12.3 If the provisions of paragraph 9 above apply to the Leaver and his shares

- (a) Within 2 weeks of becoming a Leaver (or such other period as the directors may direct), the Leaver shall give a Transfer Notice to the Company in respect of his shares.

- (b) If the Leaver does not give such a Transfer Notice to the Company within such period, the Company shall have the power (exercisable by the directors) to authorise any director to prepare and execute a Transfer Notice on behalf of the Leaver, whereupon such Transfer Notice as prepared and executed by such director shall be the "**Transfer Notice**" applicable to the Leaver and his shares for the purposes of paragraph 9 above
 - (c) The "**Reference Price**" shall be (i) in the case of a Good Leaver, the price agreed between the Company and the Good Leaver and (in the absence of any such agreement) the fair price as determined in accordance with paragraph 9.1 above, and (ii) in the case of a Bad Leaver, (x) the subscription price (if any) paid by the Leaver for the Shares, or (y) (if less than the subscription price) the fair price as determined in accordance with paragraph 9.1 above, or (z) such other price (if any) as may be agreed between the Company and the Bad Leaver
 - (d) In the case of a Credit Event, the Leaver shall be deemed to be a Bad Leaver.
- 12.4 If a Leaver required to sell shares pursuant to this paragraph 12 fails to deliver a stock transfer form to the Company in respect of all of such shares held by that Leaver by the date on which the shares are to be transferred, the directors may authorise any director to transfer the relevant shares on that Leaver's behalf to the buyer to the extent that the Company is in funds for such shares.
- 12.5 The Leaver shall surrender his share certificate for such shares to the Company and, on such surrender, he shall be entitled to the agreed sale price for such shares.
- 12.6 For the avoidance of doubt, this Article 12 shall not apply to the Founder
- 13 DIRECTORS**
- 13.1 Unless otherwise determined by ordinary resolution in General Meeting of the Company the number of directors (other than Alternate Directors) shall not be subject to any maximum, and the minimum number of directors shall be one.
- 13.2 If at any time and from time to time there shall be only one director of the Company, such director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the directors generally, and Article 23 shall be modified accordingly
- 13.3 Any director may by notice in writing signed by him and deposited at the registered office of the Company appoint an Alternate Director to act on his behalf. Such Alternate Director must be either a director of the Company, or a person approved by resolution of all the directors for the time being of the Company. Every Alternate Director shall during the period of his appointment be entitled to notice of meetings of directors and in the absence of the director appointing him to attend and vote thereat as a director, but his appointment shall immediately cease and determine if and when the director appointing him ceases to hold office as a director. A director who is also an Alternate Director shall be entitled, in addition to his own vote, to a separate vote on behalf of the director whom he is representing.
- 13.4 The office of a director shall be vacated if
- (a) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director, or
 - (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally, or
 - (c) he is, or may be, suffering from mental disorder and either
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland an application for admission under the Mental Health (Scotland) Act 1960, or
 - (ii) an order is made by a Court having jurisdiction (whether in the United

Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonus or other person to exercise powers with respect to his property or affairs, or

- (d) he resigns his office of director by notice in writing delivered to the Company at its registered office or tendered at a meeting of the directors, or
- (e) he shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated

13.5 Regulation 84 of Table A shall be modified by the deletion of the last sentence therefrom

14 PROCEEDINGS OF DIRECTORS

14.1 The quorum necessary for the transaction of business of the board may be fixed from time to time by the board and, unless so fixed at any other number, shall be two.

14.2 For the purposes of these Articles any director who is able (directly or by telephonic communication) to speak and be heard by each of the other directors present or deemed to be present at any meeting of the board, shall be deemed to be present in person at such meeting and shall be entitled to vote or be counted in the quorum accordingly.

14.3 Such meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is, and the word 'meeting' shall be construed accordingly

15. CONFLICTS OF INTEREST

15.1 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes

15.2 But if paragraph 15.3 below applies, a director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum and voting purposes.

15.3 This paragraph applies when—

- (a) the Company by ordinary resolution disapplies the provision of the Articles that would otherwise prevent a director from being counted as participating in the decision-making process,
- (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest,
- (c) the director is a Compliant Director (as defined in paragraph 17.1 below) in relation to the transaction or arrangement concerned; or
- (d) the director's conflict of interest arises from a permitted cause

15.4 For the purposes of this paragraph 15, the following are "**permitted causes**"—

- (a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries;
- (b) subscription, or an agreement to subscribe, for shares or other securities of the Company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities,
- (c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the Company or any of its subsidiaries that do not provide special benefits for directors or former directors,
- (d) arrangements pursuant to which the benefit of directors and officers liability insurance

(or other insurance falling within paragraph 19.2 below) is made available to the directors;

- (e) the director's membership of the Company; and
- (f) the director's membership of the LLP or another affiliated undertaking of the Company

15.5 For the purposes of this paragraph, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting

15.6 Subject to paragraph 15.7 below, 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 may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive

15.7 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

16 AUTHORISATION OF A CONFLICT

16.1 The directors may authorise a Conflict in accordance with the terms of this paragraph 16 (which terms shall not prejudice any other power of the directors to authorise a Conflict pursuant to the Act)

16.2 For these purposes a "**Conflict**" is deemed to arise where a director proposes a matter or situation to the board, which proposal (if not authorised) would involve a director (an "**Interested Director**") breaching his duty under section 175 (*duty to avoid conflicts of interest*) of the Act to avoid conflicts of interest

16.3 For the avoidance of doubt, the duty of a director under section 175 (*duty to avoid conflicts of interest*) of the Act does not apply to a conflict of interest arising in relation to a transaction or arrangement with the Company (as to which, see paragraph 15 above and paragraph 17 below)

16.4 Any authorisation under this paragraph 16 will be effective only if.

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

16.5 Any authorisation of a Conflict under this paragraph 16 may (whether at the time of giving the authorisation or subsequently)

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,
- (c) provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the Conflict,

- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence, and
 - (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 16.6 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict
- 16.7 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 16.8 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 17. TRANSACTIONS AND OTHER ARRANGEMENTS WITH THE COMPANY**
- 17.1 A director is a "**Compliant Director**" in relation to an actual or proposed transaction or arrangement with the Company if he has discharged his duties to the Company under section 177 (*duty to declare interest in proposed transaction or arrangement*) or section 182 (*declaration of interest in existing transaction or arrangement*) of the Act, as applicable
- 17.2 The following provisions apply to a director who is in any way, whether directly or indirectly, interested in an actual or proposed transaction or arrangement with the Company (within the meaning of sections 177 and 182, respectively, of the Act) if (and only if) he is a Compliant Director in relation to such transaction or arrangement
- (a) He may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested.
 - (b) He shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested
 - (c) He shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested
 - (d) He may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director
 - (e) He may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested
 - (f) He shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 (*persons connected with a director*) of the Act)) derives from any such transaction or

arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 (*duty not to accept benefits from third parties*) of the Act

18 THE SEAL

The Company may have a Seal if it so wishes. If the Company has a Seal the directors may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by a director and by the Secretary or by a second director. The obligation under Clause 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a Seal

19 INDEMNITY

- 19.1 Subject to the provisions of the Act, but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or Auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.
- 19.2 The Company may buy and maintain insurance against any liability falling upon its directors or their officers that arises out of their respective duties to the Company, or in relation to its affairs