

Company No 02760450

THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY SHARES

RESOLUTIONS IN WRITING

OF

HYDROPATH HOLDINGS LIMITED

The following resolutions of the Company were passed on 13 August 2012

Ordinary resolution

- 1 THAT the ordinary shares of £1 each in the capital of the Company registered in the name of Dalia Arlette Stefanini be and hereby are reclassified as D ordinary shares of £1 each having the rights as set out in the articles of association of the Company to be adopted pursuant to the Special Resolution referred to in paragraph 2 below

Special Resolution

- 2 THAT the regulations set out in the document annexed hereto and marked "A" be and are hereby adopted as the new articles of association of the Company to the exclusion of all existing regulations or Articles

Dated:

2012

Director

WEDNESDAY



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10/10/2012

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COMPANIES HOUSE

"A"

THE COMPANIES ACT 2006

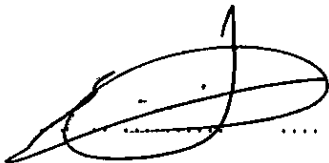
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

HYDROPATH HOLDINGS LIMITED

Adopted by Special Resolution passed on **13 August** 2012

A handwritten signature in black ink, consisting of a stylized, cursive script that appears to read 'Daniel Stefanini'. The signature is written over a horizontal line.

Daniel Stefanini – Director

TABLE OF CONTENTS

1.	<u>Interpretation</u>	1
2.	<u>Number of directors</u>	3
3.	<u>Quorum for directors' meetings</u>	3
4.	<u>Voting at directors' meetings: general rules</u>	3
5.	<u>Casting vote</u>	4
6.	<u>Transactions or other arrangements with the company</u>	4
7.	<u>Directors' conflicts of interest</u>	4
8.	<u>Records of decisions to be kept</u>	6
9.	<u>Appointment of directors</u>	6
10.	<u>Appointment and removal of alternate directors</u>	6
11.	<u>Rights and responsibilities of alternate directors</u>	7
12.	<u>Termination of alternate directorship</u>	8
13.	<u>Secretary</u>	8
14.	<u>Company's lien over shares</u>	8
15.	<u>Enforcement of the company's lien</u>	9
16.	<u>Poll votes</u>	10
17.	<u>Proxies</u>	10
18.	<u>Share capital</u>	10
19.	<u>Share rights</u>	11
20.	<u>Allotting shares</u>	11
21.	<u>Permitted transfers of shares</u>	12
22.	<u>Pre-emption rights on transfer</u>	14
23.	<u>Transfer of shares – general</u>	17
24.	<u>Drag along provisions</u>	17
25.	<u>Consolidated share certificates</u>	18
26.	<u>Means of communication to be used</u>	19

INTRODUCTION

1. Interpretation

1.1 In these Articles, unless the context otherwise requires the following expressions have the following meanings

“the Act”	the Companies Act 2006
“A ordinary shares”	A ordinary shares of £1 00 each in the capital of the company and “A ordinary share” will be construed accordingly
“Articles”	the company's articles of association for the time being in force
“business day”	any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business
“B ordinary shares”	B ordinary shares of £1 00 each in the capital of the company and “B ordinary share” will be construed accordingly
“Conflict”	the meaning given in article 7.1
“C ordinary shares”	C ordinary shares of £1 00 each in the capital of the company and “C ordinary share” will be construed accordingly
“D ordinary shares”	D ordinary shares of £1 00 each in the capital of the company and “D ordinary share” will be construed accordingly
“eligible director”	a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter)
“an Interested Director”	the meaning given in article 7.1
“Model Articles”	the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and “Model Article” will be construed accordingly

“ordinary shares” ordinary shares of £1 00 each in the capital of the company and “ordinary shares” will be construed accordingly

“share” a share (of any class) in the capital of the company and “shares” will be construed accordingly

1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles will have the same meanings in these Articles, subject to which (and unless the context otherwise requires) words and expressions which have particular meanings in the Act will have the same meanings in these Articles

1 3 Headings in these Articles are used for convenience only and will not affect the construction or interpretation of these Articles

1 4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise

1 5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of

1 5 1 any subordinate legislation from time to time made under it, and

1 5 2 any amendment or re-enactment

and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts

1 6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms

1 7 The Model Articles will apply to the company, except in so far as they are modified or excluded by these Articles

1 8 Model Articles 8(3), 9(3), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2) and 17(3), 44(2), 48, 52 and 53 respectively will not apply to the company

1 9 Model Article 7 is amended by

1 9 1 the insertion of the words "for the time being" at the end of Model Article 7(2)(a), and

1.9.2 the insertion in Model Article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may"

1 10 Model Article 20 is amended by the insertion of the words "(including alternate directors) and the secretary (if any)" before the words "properly incur"

- 1 11 In Model Article 25(2)(c), the words "evidence, indemnity and the payment of a reasonable fee" are deleted and replaced with the words "evidence and indemnity"
- 1 12 Model Article 27(3) is amended by the insertion of the words ", subject to **article 9**," after the word "But"
- 1 13 Model Article 29 is amended by the insertion of the words", or the name of any person nominated under Model Article 27(2)," after the words "the transmittee's name"
- 1 14 Model Articles 31(a) to (d) (inclusive) are amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide"

DIRECTORS

2. Number of directors

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) will not be subject to any maximum but will not be less than one

3. Quorum for directors' meetings

- 3 1 Subject to **article 3.2**, the quorum for the transaction of business at a meeting of directors is any two eligible directors
- 3 2 For the purposes of any meeting (or part of a meeting) held pursuant to **article 7** to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) will be one eligible director

4. Voting at directors' meetings: general rules

- 4 1 Subject to these Articles, a decision is taken at a directors' meeting by the majority of the votes of the participating directors
- 4.2 Subject to these Articles, each director participating in a directors' meeting has one vote
- 4 3 Subject to these Articles, if a director has an interest in an actual or proposed transaction or arrangement with the company
- 4 3 1 that director and that director's alternate may not vote on any proposal relating to it, but
- 4 3 2 this does not preclude the alternate from voting in relation to that transaction or arrangement on behalf of another appointor who does not have such an interest

5. Casting vote

If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting will not have a casting vote

6. Transactions or other arrangements with the company

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company

- 6 1 may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested,
- 6 2 will be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested,
- 6 3 will 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 contract or proposed contract in which he is interested;
- 6 4 may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm will be entitled to remuneration for professional services as if he were not a director,
- 6 5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested, and
- 6 6 will not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him, as defined in section 252 of the Act) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement will be liable to be avoided on the grounds of any such interest or benefit nor will the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

7. Directors' conflicts of interest

- 7 1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director ("an Interested Director") breaching his duty under section 175 of the Act to avoid conflicts of interest ("Conflict")
- 7 2 Any authorisation under this article will be effective only if

- 7 2 1 the matter in question has been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,
 - 7 2 2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and
 - 7 2 3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted
- 7 3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently)
 - 7 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
 - 7 3 2 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,
 - 7 3 3 provide that the Interested Director will or will not be an eligible director in respect of any future decision of the directors vote in relation to any resolution related to the Conflict,
 - 7 3 4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,
 - 7 3 5 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
 - 7 3 6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters
- 7 4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict
- 7 5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation

7 6 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to:

7 6 1 disclose such information to the directors or to any director or other officer or employee of the company, or

7.6 2 use or apply any such information in performing his duties as a director

where to do so would amount to a breach of that confidence

7 7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

8. Records of decisions to be kept

Where decisions of the directors are taken by electronic means, such decisions will be recorded by the directors in permanent form, so that they may be read with the naked eye

9. Appointment of directors

9 1 In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have had a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director

9 2 For the purposes of **article 9.1**, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived the older shareholder

10. Appointment and removal of alternate directors

10 1 Any director ("the appointor") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to

10 1 1 exercise that director's powers, and

10 1 2 carry out that director's responsibilities,

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

10 2 Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors

10 3 The notice must

10 3 1 identify the proposed alternate, and

10 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

11. Rights and responsibilities of alternate directors

11 1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor

11 2 Except as the Articles specify otherwise, alternate directors

11 2 1 are deemed for all purposes to be directors,

11 2 2 are liable for their own acts and omissions,

11 2 3 are subject to the same restrictions as their appointors, and

11 2 4 are not deemed to be agents of or for their appointors

and, in particular (without limitation), each alternate director will 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.

11 3 A person who is an alternate director but not a director

11 3 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating),

11 3 2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate), and

11 3 3 will not be counted as more than one director for the purposes of **articles 11.3.1 and 11.3.2**

11 4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision)

- 11 5 An alternate director is not entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company

12. Termination of alternate directorship

An alternate director's appointment as an alternate terminates

- 12 1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,
- 12 2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director,
- 12 3 on the death of the alternate's appointor, or
- 12 4 when the alternate's appointor's appointment as a director terminates

13. Secretary

The directors may (but are not obliged to) appoint any person who is willing to act to be the secretary upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors

LIEN

14. Company's lien over shares

- 14 1 The company has a lien ("the company's lien") over every share, which is registered in the name of any person indebted or under any liability to the company, whether he is the sole registered holder of the share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person) to the company, whether payable immediately or at some time in the future
- 14 2 The company's lien over a share
- 14 2 1 takes priority over any third party's interest in that share, and
- 14 2 2 extends to any dividend or other money payable by the company in respect of that share and (if the lien is enforced and the share is sold by the company) the proceeds of sale of that share
- 14 3 The directors may at any time decide that a share which is or would otherwise be subject to the company's lien will not be subject to it, either wholly or in part

15. Enforcement of the company's lien

15 1 Subject to the provisions of this article, if

15 1 1 a lien enforcement notice has been given in respect of a share, and

15 1 2 the person to whom the notice was given has failed to comply with it,

the company may sell that share in such manner as the directors decide

15 2 A lien enforcement notice

15 2 1 may only be given in respect of a share which is subject to the company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed,

15 2 2 must specify the share concerned,

15 2 3 must require payment of the sum within 14 clear days of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires),

15 2 4 must be addressed either to the holder of the share or to a transmittee of that holder, and

15 2 5 must state the company's intention to sell the share if the notice is not complied with

15 3 Where shares are sold under this article

15 3 1 the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or to a person nominated by the purchaser, and

15 3 2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale

15 4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied

15 4 1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice; and

15 4 2 second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the company for cancellation, or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and subject to a lien equivalent to the company's lien for any money payable (whether payable immediately or at some time in the future) as existed upon the shares before the sale

in respect of all shares registered in the name of such person (whether as the sole registered holder or as one of several joint holders) after the date of the lien enforcement notice

15 5 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been sold to satisfy the company's lien on a specified date

15 5 1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and

15 5 2 subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share

DECISION MAKING BY SHAREHOLDERS

16. Poll votes

16 1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting

16 2 Model Article 44(3) is amended by the insertion of the words "A demand so withdrawn will not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article

17. Proxies

17 1 Model Article 45(1)(d) is deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate"

17 2 Model Article 45(1) is amended by the insertion of the words "and a proxy notice which is not delivered in such manner will be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article

SHARES

18. Share capital

The share capital of the company at the time of adoption of these Articles is £1,026 divided into

18 1 649 ordinary shares,

18 2 54 A ordinary shares,

- 18 3 54 B ordinary shares,
- 18 4 54 C ordinary shares, and
- 18 5 215 D ordinary shares

19. Share rights

All of the shares in the capital of the company from time to time will rank pari passu in all respects save that the ordinary shares, the A ordinary shares, the B ordinary shares, the C ordinary shares and the D ordinary shares will be treated as separate classes of shares for the purposes of dividends

20. Allotting shares

- 20 1 Subject to the remaining provisions of this **article 20**, the directors are generally and unconditionally authorised, for the purposes of section 551 of the Act and generally, to exercise any power of the company to

- 20 1 1 offer or allot,

- 20 1 2 grant rights to subscribe for or to convert any security into, or

- 20 1 3 otherwise deal in, or dispose of,

any shares in the company to any person, at any time and subject to any terms and conditions as the directors think proper

- 20 2 The authority referred to in **article 20.1**

- 20 2 1 will be limited to a maximum nominal amount of £1,000,

- 20 2 2 will relate to ordinary shares, A ordinary shares, B ordinary shares, C ordinary shares and/or D ordinary shares,

- 20 2 3 will only apply insofar as the company has not renewed, waived or revoked it by ordinary resolution, and

- 20 2 4 may only be exercised for a period of five years commencing on the date on which these Articles are adopted, save that the directors may make an offer or agreement within such five year period which would, or might, require shares to be allotted after the expiry of such authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired)

- 20 3 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act will not apply to an allotment of shares made by the company

- 20 4 Unless otherwise agreed by special resolution, if the company proposes to allot any shares (other than any shares to be held under an employees' share scheme), those shares will not be allotted to any person unless the company

has first offered them to all the shareholders who hold the same class of shares as those to be issued on the date of the offer on the same terms, and at the same price on a pari passu and pro rata basis to the number of shares of that class held by those shareholders (as nearly as possible without involving fractions) Each such offer will be made by notice

20 4 1 specifying the total number and class of shares being offered to the members holding shares of that class and the price per share;

20.4 2 containing a statement to the effect that the shares are offered in the first instance to the members who at the time of the offer are holders of the same class of shares as those to be issued in proportion to the number of the existing shares of that class held by them respectively, but going on to invite each such member to state in his reply whether he wishes to acquire more or fewer shares than his proportionate entitlement and if so what number,

20 4 3 stating the period (not being less than 14 days) in which the offer may be accepted

For the purposes of this Article, an offer will be deemed to be accepted on the day on which the acceptance is received by the company and may, if so specified in the acceptance, be accepted by a member in respect of a lesser number of shares than his full proportionate entitlement If all the shareholder holding shares of the relevant class do not accept the offer in respect of their respective proportions in full, the shares not so accepted will be used to satisfy any claims for additional shares (notified in response to the invitation referred to in **article 20.4.2**) as nearly as may be in proportion to the number of shares of the relevant class already held by the shareholders claiming additional shares, provided that no shareholder will be obliged to take more shares than he has applied for If any shares are not capable of being offered to shareholders in proportion to their existing holdings of shares of the relevant class, except by way of fractions, the same will be offered to the shareholders holding shares of the relevant class, or some of them, in such proportions as the directors may think fit Any shares released from the provisions of this article by any such special resolution will be under the control of the directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit No share will be issued at a discount or otherwise in breach of the provisions of these Articles or of the Act

20 5 Subject to **articles 20.4** and to section 551 of the Act, any shares shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper providing they are not at a lower price or on more favourable terms as the offer to the shareholders

21. Permitted transfers of shares

21 1 The directors will (subject to **article 23**) register the transfer of any shares

- 21 1 1 to a member of the family of a shareholder or deceased shareholder,
 - 21 1 2 to any person or persons acting in the capacity of trustee or trustees of a trust created by a shareholder (by deed or by will) or, upon any change of trustees of a trust so created, to the new trustee or trustees (so that any such transfer as aforesaid will be registered pursuant to this **article 21** only if such shares are to be held upon the terms of the trust) provided that there are no persons beneficially interested under the trust other than the shareholder and members of his family and also the directors are satisfied that the trust is and is intended to remain a trust the sole purpose of which is to benefit the shareholder or members of his family,
 - 21 1 3 by the trustee or trustees of a trust to which **article 21.1.2** applies to any person beneficially interested under the trust being the shareholder or a member of his family,
 - 21 1 4 to the legal personal representatives of a deceased shareholder where under the provisions of his will or the laws as to intestacy the persons beneficially entitled to any such shares, whether immediately or contingently, are members of the family of the deceased shareholder and by the legal personal representatives of a deceased shareholder to a member or members of the family of the deceased shareholder
- 21 2 For the purposes of **article 21.1**
- 21 2 1 the word “shareholder” will not include a person who holds shares only in the capacity of trustee, legal personal representative or trustee in bankruptcy but will include a former shareholder in any case where the person concerned ceased to be a shareholder as a result of the creation of the relevant trust, and
 - 21 2 2 references to a member of the family of a shareholder will mean the husband, wife, widow, widower, child and remoter issue (including a child by adoption), parent (including adoptive parent), brother and sister (whether of the full or half blood and including a brother or sister related by adoption), of the shareholder
- 21 3 A shareholder may at any time transfer shares with the consent of all the shareholders
- 21 4 A shareholder may at any time transfer shares to another shareholder
- 21 5 A shareholder may at any time sell shares to the company in accordance with the provisions of the Act (and any such sale will be deemed to be a “transfer” of shares permitted by these Articles)

22. Pre-emption rights on transfer

- 22 1 Except in the cases of transfers of shares expressly authorised by **article 21** the right to transfer shares will be subject to the following restrictions
- 22 2 Any person (the "Selling Shareholder") proposing to transfer any shares will give notice in writing (a "Transfer Notice") to the company that he desires to transfer the same and specifying the price per share at which he is willing to sell them. The Transfer Notice will constitute the company the agent of the Selling Shareholder for the sale (with absolute title guarantee) of all (but not some only) of the shares comprised in the Transfer Notice together with all rights then attached thereto to any shareholder or shareholders willing to purchase the same ("Purchasing Shareholders") at the price specified therein or at the fair value certified in accordance with **article 22.4** (whichever is the lower). A Transfer Notice will not be revocable except with the sanction of the directors
- 22 3 The shares comprised in any Transfer Notice will be offered to the shareholders (other than the Selling Shareholder) as nearly as may be in proportion to the number of shares held by them respectively. Such offer will be made by notice in writing (the "Offer Notice") within seven days after the receipt by the company of the Transfer Notice. The Offer Notice will
- 22 3 1 state the identity of the Selling Shareholder, the number of shares comprised in the Transfer Notice and the price per share specified in the Transfer Notice and inform the shareholders that shares are offered to them in accordance with the provisions of this **article 22.3**,
- 22 3 2 contain a statement to the effect that the shares are offered in the first instance in the proportion referred to in the opening sentence of this **article 22.3** but go on to invite each shareholder to state in his reply whether he wishes to purchase more or fewer shares than his proportionate entitlement and if so what number,
- 22 3 3 contain a statement of the right of each shareholder to request a certificate of fair value under **article 22.4**, the form of such statement to be as near as circumstances permit to that of the first sentence of that Article,
- 22 3 4 contain a statement to the effect that each of the shares in question is being offered to shareholders at the lower of the price specified in the Transfer Notice and (if applicable) its fair value certified in accordance with **article 22.4**,
- 22 3 5 state the period in which the offer may be accepted if no such certificate of fair value is requested (not being less than twenty-two days or more than forty-two days after the date of the Offer Notice), and

- 22 3 6 contain a statement to the effect that, if such a certificate of fair value is requested, the offer will remain open for acceptance until the expiry of a period of fourteen days commencing on the date of the notice of the certified fair value given to shareholders pursuant to **article 22.4** or until the expiry of the period referred to in **article 22.3.5** whichever is the later

For the purposes of this Article an offer will be deemed to be accepted on the day on which the acceptance is received by the company and may, if so specified in the acceptance, be accepted by a shareholder in respect of a lesser number of shares than his full proportionate entitlement. If all the shareholders do not accept the offer in respect of their respective proportions in full, the shares not so accepted will be used to satisfy any claims for additional shares (notified in response to the invitation referred to in **article 22.3.2**) as nearly as may be in proportion to the number of shares already held by the shareholders claiming additional shares, provided that no shareholder will be obliged to take more shares than he has applied for. If any shares are not capable of being offered to the shareholders in proportion to their existing holdings, except by way of fractions, the same will be offered to the shareholders, or some of them, in such proportions as the directors may think fit

- 22 4 Any shareholder may, not later than eight days after the date of the Offer Notice, serve on the company a notice in writing requesting that the auditors for the time being of the company certify in writing the sum which in their opinion represents the fair value of each of the shares comprised in the Transfer Notice as at the date of the Transfer Notice, calculated
- 22 4 1 on the basis of a sale between a willing seller and a willing purchaser of the shares so offered,
- 22 4 2 if the company is then carrying on business as a going concern, on the basis that it will continue to do so,
- 22 4 3 on the basis that the shares so offered are capable of being transferred without restrictions,
- 22 4 4 disregarding any restriction attaching to the shares so offered pursuant to these articles, and
- 22 4 5 valuing such shares as a rateable proportion of the total value of all of the issued shares of the company

If the auditors decline such appointment at their discretion or if the company has no auditors then a person nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales, on the application of the directors or any shareholder on behalf of the company, will be instructed to give such certificate and all references in this article to the auditors will include any person so nominated. Forthwith upon receipt of such notice, the company will instruct the auditors to certify as aforesaid and the costs of producing such certificate will be apportioned among the Selling

Shareholder and the Purchasing Shareholders and borne by any one or more of them as the auditors in their absolute discretion decide. In certifying the fair value as aforesaid the auditors will be entitled to obtain professional valuations in respect of any of the company's assets and will be considered to be acting as experts and not as arbitrators and accordingly any provisions of law or statute relating to arbitration will not apply. Forthwith upon receipt of the certificate of the auditors, the company will by notice in writing inform all shareholders of the certified fair value of each share and of the price per share (being the lower of the price specified in the Transfer Notice and the certified fair value of each share) at which the shares comprised in the Transfer Notice are offered for sale.

- 22.5 If Purchasing Shareholders are found for all the shares comprised in the Transfer Notice within the appropriate period specified in **article 22.3**, the company will not later than seven days after the expiry of such appropriate period give notice in writing (the "Sale Notice") to the Selling Shareholder specifying the Purchasing Shareholders and the number of shares to be purchased by each Purchasing Shareholder and the Selling Shareholder will be bound, upon payment of the price due in respect of all the shares comprised in the Transfer Notice, to transfer the shares to the Purchasing Shareholders.
- 22.6 If in any case the Selling Shareholder after having become bound as aforesaid makes default in transferring any shares, the company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of such shares on behalf of and as agent for the Selling Shareholder in favour of the Purchasing Shareholders. The receipt of the company for the purchase money will be a good discharge to the Purchasing Shareholders. The company will pay the purchase money into a separate bank account and will hold the same on trust for the Selling Shareholder.
- 22.7 If the company does not give a Sale Notice to the Selling Shareholder within the time specified for that purpose in **article 22.5** he will, during the period of three months next following the expiry of the time so specified, be at liberty to transfer all (but not some only) of the shares comprised in that Transfer Notice to any person or persons PROVIDED THAT the price per share obtained upon such share transfer will in no circumstances be less than the price per share specified in the Transfer Notice served in accordance with **article 22.2** or as certified in accordance with **article 22.4** (whichever is the lower) and the Selling Shareholder will upon request furnish such information to the directors as they require in relation to the price per share obtained as aforesaid. The directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without deduction, rebate or allowance whatsoever to the purchaser and, if not so satisfied, may refuse to register the instrument of transfer.
- 22.8 In these Articles a Transfer Notice is "Current" until such time as the company has given a Sale Notice pursuant to **article 22.5** or (as the case may be) the time specified for giving a Sale Notice pursuant to **article 22.5** has expired without such Sale Notice being given. If a Transfer Notice is given at a time when there is any Current Transfer Notice, such Transfer Notice will

(notwithstanding any provision of these Articles to the contrary) be deemed to have been received and take effect immediately after the time when all Transfer Notices actually given before it have ceased to be Current

23. Transfer of shares – general

23 1 Model Article 26(5) will be amended so the first word “The” is deleted and replaced with the words “Subject at all times to compliance with section 771 of the Act the”

23 2 Notwithstanding Model Article 26(5) (as amended) the directors may also refuse to register a transfer unless

23 2 1 it is lodged at the office or at such other place as the directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer, and

23 2 2 it is in favour of not more than four transferees

23 3 The directors will register a transfer of shares made pursuant to the foregoing provisions of these Articles, subject to the provisions of this **article 23**.

23 4 For the purpose of ensuring that a transfer of shares is permitted pursuant to the provisions of these Articles or that no circumstances have arisen whereby a Transfer Notice may be required to be given, the directors may from time to time require any shareholder or the legal personal representatives of any deceased shareholder or any person named as transferee in any transfer lodged for registration to furnish to the company such information and evidence as the directors may think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the directors within a reasonable time after request, the directors will be entitled to refuse to register the transfer in question

23 5 Any transfer or purported transfer of a share made otherwise than in accordance with the foregoing provisions of these Articles will be null and void and of no effect

24. Drag along provisions

24 1 If a shareholder or shareholders holding a majority of the shares (“the Majority Shareholders”) propose to accept an offer (“the Offer”) from an unconnected third party (or any person or persons acting in concert with it) (“the Offeror”) which is on bona fide arm’s length terms for all of the shares, then they will have the right (“the Drag Along Right”) to require the other holders of shares to accept in full the Offer

24 2 The Drag Along Right will be exercised by the Majority Shareholders sending written notice to the holders of all of the remaining shares (“the Other

Shareholders”) within 21 days of the Offer having been made, unless during such interval it is withdrawn. The written notice will include reasonable details of the Offer including, but not limited to, the consideration (in cash or otherwise) per share and the identity of the Offeror. No such notice may require the Other Shareholders to agree to any terms except those specifically provided for in this article.

- 24.3 A notice exercising the Drag Along Right once given will be irrevocable but will lapse (and the obligations thereunder will lapse) in the event that the Majority Shareholders do not transfer their shares which are the subject of the Offer to the Offeror or the Offeror’s nominee within 6 months from the date of the Offer, but the Majority Shareholders will be entitled to serve further notices exercising the Drag Along Right following the lapse of any particular notice. Further, the Other Shareholders will not in any event be obliged to transfer their shares to the Offeror or its nominee prior to the date on which the Majority Shareholders complete the transfer of their shares to the Offeror or its nominee.
- 24.4 Upon the exercise of the Drag Along Right in accordance with these Articles, the Other Shareholders will be bound to accept the Offer in respect of their entire holdings of shares.
- 24.5 In the event that any Other Shareholder fails to accept the Offer or, having accepted the Offer, fails to complete the transfer of any shares pursuant to the Offer or otherwise fails to take any action required under the terms of the Offer (“the Defaulting Shareholder”), to ensure compliance with the Drag Along Right the Majority Shareholders may authorise any person to act as the Defaulting Shareholder’s agent to accept the Offer on the Defaulting Shareholder’s behalf or to undertake any action required either under the terms of the Offer or to comply with the Drag Along Right. The Majority Shareholders may in particular authorise any person to execute a transfer of any shares held by a Defaulting Shareholder in favour of the Offeror (or its nominee) and the authorised person may give a good receipt for the consideration for such shares and the company will (subject to these Articles) register the Offeror (or its nominee) as the holder thereof and issue to it certificate(s) for the same. Each Defaulting Shareholder will in such case be bound to deliver up his certificate(s) for his shares to the company whereupon he will be entitled to receive the purchase price for such shares which will in the meantime be held by the authorised person on trust for him but without interest. After the name of the Offeror (or its nominee) has been entered in the company’s register of members in exercise of these powers, the validity of the proceedings will not be questioned by any person.

ADMINISTRATIVE ARRANGEMENTS

25. Consolidated share certificates

- 25.1 When a shareholder’s holding of shares increases, the company may issue that shareholder with

- 25 1 1 a single, consolidated certificate in respect of all the shares which that shareholder holds, or
- 25 1 2 a separate certificate in respect of only those shares by which that shareholder's holding has increased
- 25 2 When a shareholder's holding of shares is reduced, the company must ensure that the shareholder is issued with one or more certificates in respect of the number of shares held by the shareholder after that reduction. But the company need not (in the absence of a request from the shareholder) issue any new certificate if
 - 25 2 1 all the shares which the shareholder no longer holds as a result of the reduction, and
 - 25 2.2 none of the shares which the shareholder retains following that reduction

were, immediately before the reduction, represented by the same certificate
- 25 3 A shareholder may request the company, in writing, to replace
 - 25 3 1 the shareholder's separate certificates with a consolidated certificate, or
 - 25 3.2 the shareholder's consolidated certificate with two or more separate certificates representing such proportion of the shares as the shareholder may specify
- 25 4 When the company complies with such a request it may charge such reasonable fee as the directors may decide for doing so
- 25 5 A consolidated share certificate must not be issued unless any certificates which it is to replace have first been returned to the company for cancellation

26. Means of communication to be used

- 26 1 Any notice, document or other information will be deemed served on or delivered to the intended recipient
 - 26 1 1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),

- 26 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- 26 1 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
- 26 1 4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this **article 26**, no account will be taken of any part of a day that is not a business day

- 26 2 In proving that any notice, document or other information was properly addressed, it will be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act

DIRECTORS' INDEMNITY AND INSURANCE

27. Indemnity

- 27 1 Subject to **article 27.2**, but without prejudice to any indemnity to which a relevant officer is otherwise entitled
 - 27 1 1 each relevant officer will be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the company's (or any associated company's) affairs, and
 - 27 1 2 the company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in **article 27.1.1** and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure
- 27 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law
- 27 3 In this **article 27**

27 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

27 3 2 a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor)

28. Insurance

28 1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss

28 2 In this **article 28.2**

28 2 1 a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor),

28 2 2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company, and

28 2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate