

Companies Act 1985  
PRIVATE COMPANY LIMITED BY SHARES  
Company Number 5491334

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**ARTICLES OF ASSOCIATION**

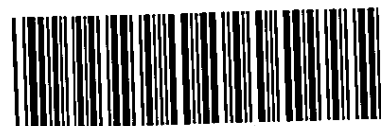
**- of -**

**TDELTAS LIMITED**

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(Adopted on 15 December 2009)

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Companies Act 1985  
PRIVATE COMPANY LIMITED BY SHARES  
Company Number 5491334

ARTICLES OF ASSOCIATION  
of  
**T DELTA S LIMITED**

(Adopted on 31 March 2009 and amended  
by written resolution dated 15 December 2009)

**1. PRELIMINARY**

- 1.1 The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Table A to F) (Amendment) Regulations 1985 ("Table A") shall apply to the Company and shall be the Articles of Association of the Company save in so far as they are excluded or varied by these Articles.

- 1.2 In these Articles:-

**"Adjusted Minimum Consideration "** means a consideration per ordinary share determined in accordance with Article 11.7.

**"BTG"** means BTG International Limited registered in England with number 2664412

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**"Acquirer"** means a person so defined in the definition of "Special Change of Control";

**"acting in concert"** has the meaning set out in the City Code on Takeovers and Mergers as in force and construed at the date of adoption of these Articles;

**"Article"** means an Article contained in these Articles;

**"Board"** means the board of directors of the Company from time to time;

**"Connected Person"** has the meaning set out in Section 839, ICTA;

**"Founder"** means Professor Kieran Clarke;

**"Group Company"** means, in relation to a Member, any subsidiary or holding company (as such expressions are defined in section 736 Companies Act 1985) of such Member, or any subsidiary of such holding company;

**"Members"** means the holders for the time being of shares;

**"Minimum Consideration"** means a consideration per Ordinary Share of £12.50.

**"Ordinary Shares"** means ordinary shares of £0.00001 each in the capital of the Company having the rights set out in these Articles;

**"Permitted Transferee"** means a person to whom a Member transfers any share(s) pursuant to Article 6.2;

**"Qualified Party"** means:

- (a) the University, for so long as the University holds not less than five per cent ( 5%) of the issued shares or for the period of three years from the date of adoption of these Articles, whichever is the longer;
- (b) the Founder for so long as she holds not less than five per cent ( 5%) of the issued shares or for the period of three years from the date of adoption of these Articles, whichever is the longer;

**"Regulation"** means a regulation in Table A;

**"Reorganisation"** means any sub-division or consolidation of Shares or any capitalisation or bonus issue of Shares from the reserves of the Company.

**"Section"** means a section of the Companies Act 1985, as it may be amended or re-enacted from time to time;

**"Shares"** means shares in the capital of the Company;

**"Special Change of Control"** means the acquisition (whether by purchase, transfer or otherwise but excluding a subscription and a transfer of shares made in accordance with Article 6.2 (permitted transfers)) by any person, including a Member (an "Acquirer"), of any interest in any shares if, upon completion of that acquisition, the Acquirer, together with persons acting in concert with him and any Connected Persons of his, would hold or beneficially own more than 75 per cent of the shares;

**"Subsidiaries"** means any subsidiary of the Company as such expression is defined in Section 736 of the Companies Act 1985;

**"Transfer Notice"** means a notice given by any Member where such Member desires or is required by these Articles to transfer any shares.

**"University"** means the Chancellor, Masters and Scholars of the University of Oxford.

- 1.3 In Regulation 1 "execution" includes both signature under hand and execution under seal.
- 1.4 Regulations 24, 41, 50, 59, 64, 73 to 80, 87, 89, 94 to 97, 101 and 118 shall not apply to the Company.
- 1.5 Headings in these Articles shall not affect their interpretation.
- 2. **PRIVATE COMPANY**  
  
The Company is a private company.
- 3. **SHARES**  
  
*Authorised Share Capital*
  - 3.1 The Company's authorised share capital is £1,000 made up of 100,000,000 Ordinary Shares.

### *Directors' Power to Issue Shares*

- 3.2 The directors can decide how to deal with any shares which have not been issued. The directors can allot those shares on any terms. The directors can also grant options to acquire shares, for example, in exchange for a certain sum of money. Or the directors can dispose of the shares in any other way. The directors have complete freedom to decide who they deal with, when they deal with the shares, and the terms that they deal on. However, the directors must obey the provisions of the Act and these Articles relating to authority and pre-emption rights (including, but not limited to, the provisions contained in Articles **Error! Reference source not found.** and 3.3).

### *Persons who may be allotted Shares*

- 3.3 Subject to Article 3.4 if the directors want to issue shares, they must first offer the shares to the Members of the Company in proportion (so far as possible) to the amount (excluding any premium paid on subscription) paid up on the shares currently held by them respectively. The offer shall be at the same price and on the same terms to each Member and shall be made by notice sent by the directors to the Members which gives details of the number of shares offered, the proportionate entitlement of the relevant Member, the price per share and giving a deadline before which the Members must accept the offer. The deadline must be not less than thirty (30) days after the day the notice was sent to the Members. After the deadline, the Members who have not responded to the offer will be deemed to have refused it.

After the deadline, any shares which have not been accepted by Members will be offered to the Members who accepted the original offer in proportion to their current shareholding. This offer will be made in the same manner as the original offer.

- 3.4 If all the shareholders agree in writing, they may disapply Article 3.3 in relation to the allotment of any shares.

- 3.5 Any shares which:

- (a) have not been accepted by any Members after being offered under Article 3.3; or
- (b) could not be offered under Article 3.3 without being offered in fractions;

may be allotted in accordance with the powers given to the directors by Article 3.2. However, the directors may not deal with the shares on terms which are more favourable than the terms on which the shares were originally offered to the Members.

- 3.6 Notwithstanding the terms of Article 3.5 above, the University can transfer its right to purchase shares in the Company in response to an offer made under Article 3.5 above to any limited partnership or other similar investment vehicle in which the University and/or any of the colleges of the University are participants ("the Funds") or to a nominee appointed by the Funds where the Funds retain the entire beneficial interest in such shares.

### *Effect of Companies Act*

- 3.7 Articles 3.3 and 3.5 are subject to Section 80. Sections 89(1) and 90(1) to (6) (inclusive) shall not apply to the Company.

## **4. LIEN**

- 4.1 In Regulation 8, the words "(not being a fully paid share)" shall be replaced with the words "(whether fully paid or not)".

- 4.2 The Company shall have a first and paramount lien on all shares (whether fully paid or not) registered in the name of any person who is indebted to, or is in any way liable to, the Company for that indebtedness or liability. This lien will apply even if that person is a joint owner of shares and it will also bind that person's estate or trustee in bankruptcy.

## 5. FORFEITING SHARES

This Article 5 will apply if the directors make a call in respect of a Member's shares and the Member does not pay. If the Company has to pay any costs or expenses in connection with the Member's failure to pay the call, the directors may decide that the Member will also be liable for those costs or expenses. Regulations 18 and 21 shall be altered accordingly.

## 6. TRANSFERRING SHARES

6.1 The directors shall not register a transfer of any shares unless the transfer is in accordance with this Article 6. However, if all of the Members agree in writing, the restrictions in this Article 6 may be waived. The directors shall not in any circumstances register a transfer of any shares to an infant, a bankrupt or a person of unsound mind. If a transfer is made in accordance with this Article 6, the directors shall register it, whether or not the shares being transferred are fully paid up. Regulation 24 shall be modified accordingly.

6.2 The directors shall register a transfer of shares, or a transmission of shares:

- (a) by a Member to a relative of a Member;
- (b) by the personal representatives of a deceased Member to a relative of that Member;
- (c) by a Member to trustees of a trust created by that Member (by deed or will) where the persons beneficially interested under the trust are:-
  - (i) that Member; and/or
  - (ii) relatives of that Member; or
- (d) by trustees of any such trust as referred to above to new trustees provided there is no change in beneficial ownership of the shares; or
- (e) by a person to a person who is the beneficial owner of such shares or (in the case of the legal title only) to a different or additional nominee or trustee on behalf of the beneficial owner;
- (f) provided that the transferee is neither a competitor of the Company, nor a person whom the transferor is, or ought reasonably to be, aware has any direct or indirect interest in any competitor of the Company, by the University to any of its wholly-owned Subsidiaries provided that if such transferee ceases to be one of its wholly-owned Subsidiaries it shall procure that the shares are immediately transferred back to it or another of its wholly-owned Subsidiaries;
- (g) being a transfer pursuant to Article 11 (drag along) or Article 12 (tag along).

For the purpose of this Article 6, a relative of a Member is their mother or father, or their mother or father's lineal descendants or their husband or wife.

6.3 If a Member ("the Seller") wants to transfer their shares, and Article 6.2 does not apply, they must give a written notice to the directors ("the Transfer Notice"). The Transfer Notice must be accompanied by the share certificates for the shares to be transferred. It must state both the number and the class of the shares that the Seller wants to transfer.

6.4 The Transfer Notice will make the directors the Seller's agents to sell the Seller's shares. The directors will therefore be able to sell the shares referred to in the Transfer Notice ("the Sale Shares"). However, the directors may only sell the Sale Shares at the Fair Value. How the

Fair Value is worked out is explained in Article 6.5. The Seller cannot revoke the Transfer Notice unless the directors agree, or if it is allowed by this Article 6.

- 6.5 The Fair Value will be agreed between the Seller and the directors within fourteen (14) days after the directors have received the Transfer Notice. If agreement cannot be reached, the Company's auditors will decide what the Fair Value is. In doing this, the Company's auditors will act as experts and not as arbitrators. Their decision will be binding on both the directors and the Seller. In making their determination, the auditors will value the Sale Shares on the basis of an arms length transaction between willing seller and buyer. The calculation of the Fair Value by the auditors will be on a "pro rata" basis. It will not include any premium for a majority interest or a discount for a minority interest.
- 6.6 Once the Fair Value has been worked out, the directors shall offer the Sale Shares to all the Members (other than the Seller) in proportion (as far as possible) to the number of shares held by them. They will do this by giving written notice ("the Offer Notice"). The Offer Notice will give the Fair Value and ask each Member to respond to the Offer Notice within fourteen (14) days saying;
- (a) how many shares they want to buy; and
  - (b) how many extra shares they would want to buy, if they become available.
- 6.7 If the Members do not accept the offer to buy all of the shares, the surplus shares shall be used to satisfy the claims of the Members who said in their response to the Offer Notice that they wanted extra shares. The surplus shares will be offered to those Members in proportion to the number of shares held by each of them. However, a Member will not have to take more shares than they wanted. If any of the Sales Shares cannot be offered to the Members without being divided into fractions, the directors will decide who those Sale Shares shall be offered to.
- 6.8 Once the fourteen (14) day period after the Offer Notice has ended, the directors will send a written notice to the Seller stating the number of Sale Shares that the Members want to buy ("the Sale Notice"). If the Members wish to buy some, but not all, of the Sale Shares, the Seller may withdraw the Transfer Notice. The Seller must do this by giving written notice to the directors ("the Counter Notice") within twenty one (21) days of receiving the Sale Notice.
- 6.9 If Members are willing to buy all of the Sale Shares, or if the Seller has not sent a Counter Notice within the twenty one (21) day period, the Seller must transfer the Sale Shares to the Members specified in the Sale Notice. However, the Seller does not have to transfer the Sale Shares until he or she has been offered payment for all of them.
- 6.10 If the Seller must transfer the Sale Shares, but does not, then:
- (a) the directors shall authorise a person to execute stock transfer forms for the Sales Shares in favour of the buying Members;
  - (b) the directors will (subject to stamping of the stock transfer forms) enter the names of the buying Members in the Register of Members as the holders of the Sale Shares in accordance with the Sale Notice; and
  - (c) the Company can receive and give a good discharge for any payment for the Sale Shares.

The Company will hold any money received for the Sale Shares in a separate bank account as trustee for the Seller. The Company will pay the Seller that money on demand. The Company does not have to pay the Seller any interest on the money.

- 6.11 The Seller may sell and transfer any Sale Shares not sold to Members under this Article 6 to any person but only with the prior written consent of the Qualified Parties. Furthermore:

- (a) the Seller must send the directors a copy of the terms of sale of the Sale Shares;
  - (b) the Seller cannot sell the Sale Shares on better terms than the terms that were offered to the Members; and
  - (c) any sale must be within six (6) months after the date of the Sale Notice;
- 6.12 The directors may ask the following people to give the Company any information or evidence that they feel is necessary to ensure that a transfer of shares complies with this Article 6:
- (a) a Member;
  - (b) a Member's trustee in bankruptcy;
  - (c) a deceased Member's personal representative;
  - (d) a corporate Member's liquidator; or
  - (e) a person named as a transferee in a stock transfer form lodged with the Company for a registration.

If:

- (i) the directors do not get the information or evidence they have asked for within a reasonable time; or
- (ii) the information or evidence that they do receive shows that a Transfer Notice ought to be given for shares;

then the directors may resolve that the Member must transfer the shares concerned. If they do this, the Member who is shown in the Register of Members as holding the shares will be deemed to have served a Transfer Notice.

- 6.13 A stock transfer form for a fully paid share must be signed by or on behalf of the transferor. If the shares are not fully paid up, the stock transfer form must also be signed by or on behalf of the transferee.
- 6.14 Even if a Member has signed a stock transfer form for shares, the Company will treat him or her as a holder of those shares until the transferee's name is entered in the Register of Members for those shares.

## 7. GENERAL MEETINGS

- 7.1 A notice which calls a general meeting does not need to specify the general nature of the business to be transacted, unless there is special business. All business transacted at an extraordinary general meeting or at an annual general meeting shall be deemed to be special other than:
- (a) declaring a dividend;
  - (b) consideration of accounts, balance sheets and reports of the directors and auditors; and
  - (c) the fixing of the remuneration of the auditors at an annual general meeting. Regulation 38 shall be altered accordingly.
- 7.2 All notices of general meetings shall give information to Members about their right to appoint a proxy in accordance with Section 372(3).

- 7.3 All notices and other communications relating to a general meeting which a Member is entitled to receive shall also be sent to the directors and the auditors.
- 7.4 At a general meeting, votes may be given on a show of hands or on a poll. In either case, votes may be given either personally or by proxy.
- 7.5 The words "at the time when the meeting proceeds to business" shall be added at the end of the first sentence in Regulation 40.
- 7.6 If a quorum is not present within half an hour of the scheduled time for a general meeting, the meeting will be adjourned until the same day of the next week at the same time and place. However, the directors may decide to adjourn a general meeting to another time or place. If, at the adjourned meeting, a quorum is not present within half an hour of the scheduled time, the meeting shall be dissolved.
- 7.7 The sentence "If a body corporate is a Member of the Company then execution of a resolution by one of its directors or officers on its behalf will be sufficient." shall be added at the end of Regulation 53.
- 7.8 A quorum shall be two (2) persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative of a corporation. Regulation 40 shall be modified accordingly.

## **8. APPOINTING AND REMOVING DIRECTORS AND OBSERVERS**

- 8.1 The maximum number and minimum number of directors may be decided by ordinary resolution of the Company from time to time. At the date of adoption of these articles the maximum number of directors is six (6) and the minimum number of directors is one (1). When the actual number of directors holding office is one (1), the sole director shall have authority to exercise all the powers and discretions granted to the directors by Table A and by these Articles. The sole director may do this by written resolution. Regulations 89 and 90 shall be altered accordingly.
- 8.2 The directors do not need to retire by rotation.
- 8.3 No person can be appointed a director at any general meetings unless:-

- (a) they are recommended by the directors; or
- (b) they are proposed by a person qualified to vote at the general meeting. In that case, the Member proposing the director must, not less than fourteen (14) and no more than thirty five (35) clear days before the date of the meeting, give notice to the Company of their intention to propose the person for appointment and also send to the Company a notice signed by that person indicating his willingness to be appointed.

Subject to this, the Company may by ordinary resolution appoint any person to be a director, either to fill a vacancy or as an additional director.

- 8.4 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director.
- 8.5 Each Qualified Party, while remaining a Qualified Party, shall be entitled to appoint one (1) director (which, in the case of each Founder, shall be that Founder) of the Company and to remove any director so appointed and, in the case of the University, appoint another in their place, by serving written notice to that effect on the Company, signed by such Qualified Party. Upon ceasing to be a Qualified Party, such party shall, at the request of the Board, promptly procure the removal of any director appointed by them pursuant to this Article 8.5.



- 8.6 Each Qualified Party may, for so long as it remains a Qualified Party, if it has not exercised its right to appoint a director, appoint an observer, who may attend and speak, but not vote, at all meetings of the Board and any committees thereof.
- 8.7 There shall be no restrictions (other than those imposed by law or by Table A) on who may be appointed a director of the Company. A person of any age may be appointed and no director will be required to vacate his office because he has reached a particular age.
- 8.8 The Company may by extraordinary resolution remove any director (other than a director appointed pursuant to Article 8.5) at any time. However:
- (a) a removal of a director will not affect any claims that the director may have against the Company for breach of contract or otherwise; and
  - (b) the power to remove a director under this Article 8.8 is in addition to, and without prejudice to, Sections 303 and 304.
- 8.9 For so long as BTG holds not less than 5% of the issued share capital it shall be entitled, following prior consultation with the Company, to appoint (and to remove) an individual to receive notice of and to attend meetings of the directors as an observer. It shall be a precondition to any such appointment that the individual concerned shall have signed a confidentiality undertaking in the form reasonably specified by the Company. BTG shall exercise this right of appointment by the deposit of a written notice at the registered office of the Company specifying the name of the individual and accompanied by the signed confidentiality undertaking. BTG may remove any individual as an observer and, subject to prior consultation, appoint an individual in place by written notice deposited at the registered office and in the case of a new appointment with the original of the confidentiality undertaking signed by that individual.

## **9. ALTERNATE DIRECTORS**

- 9.1 Each director (other than an alternate director) may appoint an alternate (who need not be a director) to represent him at meetings of the Board which he is unable to attend; but such appointment shall not be valid unless the appointee has been approved by a resolution of the Board. Regulation 65 shall be modified accordingly. An alternate director so appointed can represent more than one director. At any meeting of the directors (or of any committee of the directors), the alternate director shall be entitled to one (1) vote for every director that he represents, as well as his own vote as a director, if he has one. However, an alternate director shall only count as one for the purpose of determining whether a quorum is present, irrespective of how many directors he represents.
- 9.2 Alternate directors will not be entitled to be paid any remuneration by the Company. However, the person who has appointed the alternate director may, by giving written notice to the Company, direct that any payment due from the Company to them should be paid to the alternate director. The first sentence of Regulation 66 is altered accordingly.
- 9.3 If something happens which could cause an alternate director, if he was a director, to vacate the office of director, then the appointment of that alternate director will automatically terminate.

## **10. POWERS AND PROCEEDINGS OF DIRECTORS**

- 10.1 This Article 10.1 applies if a meeting of the directors (or of a committee of directors) considers any proposal in which a director has an interest which conflicts, or could conflict, with the interests of the Company. If this Article applies, the director must disclose that interest to the meeting in accordance with Section 317. As long as the director does this, he may vote at the meeting and may be counted in determining that a quorum is present at the meeting. A disclosure made by a director which complies with Section 317 will be sufficient disclosure for the purposes of Regulations 85 and 86.

- 10.2 The Board shall meet monthly (or at such other intervals as the Board may agree), and shall in addition meet if any director should so require. Subject to the provisions of Article 10.4, at least fourteen (14) days' prior written notice of each Board meeting shall be given to all directors, specifying the time and place of the meeting and the matters to be discussed. Unless otherwise agreed by all of the directors, no matters may be discussed at any meeting unless they were specified in the notice convening the meeting.
- 10.3 No meeting of the Board may proceed to business unless a quorum is present. Subject to Article 8.1, a quorum of the Board is two directors present in person or represented by an alternate.
- 10.4 If a quorum is not present within half an hour of the scheduled time for a board meeting, it will be adjourned until the same time, day and place the following week. However, the directors may decide to adjourn a meeting to another time or place provided that this time is not less than seven (7) days and not more than fourteen (14) days from the time of the original meeting. If, at the adjourned meeting, a quorum is not present within half an hour of the scheduled time, it shall nevertheless be deemed quorate.
- 10.5 All resolutions of the Board shall be passed by a simple majority vote. The Chairman shall not have a casting vote and Regulation 88 shall be modified accordingly.
- 10.6 If the Company is a member of another corporation then any director:
- (a) is authorised under Section 375 to act as the Company's representative at any meeting of such corporation or at any meeting of a class of members of that corporation;
  - (b) may sign any written resolution of the members of that corporation; or
  - (c) may act as a signatory to conclude any particular business in relation to that corporation
- as if the board of directors of the Company had given its consent.
- 10.7 The directors may exercise all the powers of the Company to pay or provide pensions, annuities, gratuities, superannuation and other allowances and benefits to:-
- (a) current and former directors;
  - (b) current and former employees;
  - (c) dependants and relatives of current and former directors and employees
- of the Company or any subsidiary or associated company. The directors are entitled to retain any benefits received by any of them as a result of their exercise of these powers.
- 10.8 If a director performs special services for the Company which are outside the normal scope of his duties, then that director may receive extra remuneration. The amount of the remuneration will be decided by the directors and will be charged as part of the Company's ordinary revenue expenses. However, the directors do not need to give extra remuneration to any director who performs special services without being requested to do so by the directors.
- 10.9 A meeting of the board of directors or of a committee may be held by means of video-conference, telephone or similar communications equipment. However, everybody who participates in the meeting must be able to hear each other. Any person participating in a meeting held in this manner shall be deemed to be present at the meeting. They will therefore count towards the quorum and be entitled to vote in any resolutions proposed to be passed at the meeting.

## **11. DRAG ALONG RIGHTS**

- 11.1 Subject to Article 11.7 if any one or more Members (together the "Selling Shareholders") wish to transfer any shares which would result in a Special Change of Control, the Selling Shareholders or, after such a transfer by the Selling Shareholders of their shares to the Acquirer, the Acquirer shall have the option (the "Drag Along Option") to require all the other holders of shares to transfer all their shares to the Acquirer or as the Acquirer shall direct in accordance with this Article 11.
- 11.2 The Selling Shareholders or the Acquirer may exercise the Drag Along Option by giving notice (a "Drag Along Notice") to all such other Members (the "Called Shareholders") at any time up to 28 days after the Selling Shareholders have agreed to transfer the shares held by them giving rise to the Special Change of Control. A Drag Along Notice shall specify that the Called Shareholders are required to transfer all their shares (the "Called Shares") pursuant to Article 11.1 above, at the consideration at which the Called Shares are to be transferred (calculated in accordance with Article 11.4) and the proposed date of transfer.
- 11.3 A Drag Along Notice is irrevocable but the Drag Along Notice and all obligations thereunder will lapse if the Drag Along Notice is given before the transfer of shares resulting in the Special Change of Control and for any reason there is not a Special Change of Control caused by a transfer of shares by the Selling Shareholders to the Acquirer within 6 months of the date of the Drag Along Notice.
- 11.4 The Called Shareholders shall be obliged to sell the Called Shares at the consideration per share at which the relevant transfer of shares referred to in Article 11.1 takes place or took place and on no less favourable terms than those upon which such shares were transferred. For these purposes the consideration may be in cash or non-cash form and may be deferred or contingent.
- 11.5 Completion of the sale of the Called Shares shall take place on the date specified for that purpose by the Selling Shareholders or the Acquirer except that unless all of the Called Shareholders, the Selling Shareholders and the Acquirer agree otherwise:
- (a) such person may not specify a date that is less than 14 days after the date of the Drag Along Notice;
  - (b) if the Drag Along Notice is given by the Selling Shareholders, the date so specified by the Selling Shareholders shall be the same date as the date proposed for completion of the sale of the shares giving rise to the Special Change of Control.
- 11.6 If any of the Called Shareholders defaults in selling its shares in accordance with this Article 11, any director of the Acquirer or other person duly nominated by resolution of the directors for that purpose shall forthwith be deemed to be the duly appointed attorney of such Called Shareholder with such power to execute, complete and deliver in the name and on behalf of such Called Shareholder a transfer of the relevant Called Shares and any such director may receive and give a good discharge of the purchase money on behalf of such Called Shareholder and (subject to the transfer being duly stamped) the Company may enter the name of the third party in the register of members as the holder or holders by transfer of the Called Shares so purchased by him or them. The directors shall forthwith pay the purchase money into a separate bank account in the Company's name and shall hold such money on trust (but without interest) for such Called Shareholder until he shall deliver up a certificate or certificates for the relevant shares to the Company and he shall thereupon be paid the purchase money.
- 11.7 Whilst BTG is a member of the Company no Drag Along Notice may be served without BTG's prior written consent to the Company if the consideration is less than the Minimum Consideration or if there shall have been a Reorganisation prior to the service of the Drag Along Notice the Adjusted Minimum Consideration. The Auditors of the Company or some other firm of Chartered Accountants nominated by the Company shall be requested by the Company (at the Company's expense) to certify the Adjusted Minimum Consideration in the

event of a Reorganisation so that the consideration per share shall be adjusted in a fair and reasonable manner. The decision of the Auditors or such other firm, who shall act as experts not arbitrators, shall be final, binding and conclusive.

- 11.8 For the purposes of Article 11.7 BTG shall not be required to give its written consent if one or more of the shareholders of the Company undertakes to transfer to BTG such proportion of the consideration on a Special Change of Control as shall ensure that BTG shall receive for its entire holding of shares the Minimum Consideration (or if applicable the Adjusted Minimum Consideration) per share.

## **12. TAG ALONG RIGHTS**

- 12.1 Notwithstanding any other provision in these Articles no sale or transfer or other disposition of any interest in any share shall have any effect, if it would result in a Special Change of Control, unless before the transfer is lodged for registration the Acquirer has made a bona fide offer in accordance with this Article 12 to purchase at the highest price per share and on terms no less favourable than those to which such transfer is subject all the shares held by the Members (except any Member which has expressly waived its right to receive such an offer for the purpose of this Article 12).
- 12.2 An offer made under Article 12 shall be in writing and be open for acceptance for at least 21 days after full implementation of the pre-emption rights and procedures set out in these Articles, and shall be deemed to have been rejected by any Member who has not accepted it in accordance with its terms within such period.
- 12.3 The Acquirer shall complete the purchase of all shares in respect of which the offer is accepted at the same time as he completes the purchase of the shares whose proposed purchase gave rise to such offer. The acceptance by any Member of such offer shall not require the accepting Member to give a Transfer Notice.

## **13. BORROWING**

The directors may exercise all the powers of the Company to: -

- 13.1 borrow money without limit as to amount on such terms and in such manner as they think fit;
- 13.2 grant any mortgage, charge or standard security over all or any part of its undertaking, property and uncalled capital; and
- 13.3 subject (in the case of any security convertible into shares) to Section 80, issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

## **14. WINDING UP**

On a return of capital on a winding up or otherwise the Company's assets available for distribution among the Members shall be applied as follows:

- 14.1 first in repayment of the aggregate of the nominal amount of the Ordinary Shares and any premium paid on subscription for them;
- 14.2 second in payment of any declared but unpaid dividends up to the date of commencement of the winding up or return of capital; and
- 14.3 third amongst the holders of the Ordinary Shares in proportion to the number of Ordinary Shares held by them

Regulation 117 shall not apply.

**15. NOTICES**

- 15.1 In regulation 112 the words "or by fax" shall be inserted before the words "or by sending it by" and the words "first class" shall be inserted before the words "post in a pre-paid envelope".
- 15.2 Where notice is communicated by fax then the notice shall be deemed to be given at the time it is correctly transmitted to the person to whom it is addressed.

**16. COMPANY SEAL**

- 16.1 A document can only be sealed with the Company seal if the directors authorise this. The directors shall decide who will sign any document that the seal is affixed to. If the directors do not decide this then the documents will be signed by any director and also by the secretary or another director. Share certificates do not have to be sealed with the seal and Regulation 6 is modified accordingly.
- 16.2 The Company is authorised under Section 39 to have one or more official seals which can be used outside the United Kingdom. The directors may exercise this power.

**17. OFFICERS' INDEMNITY**

For the purposes of this article a "Liability" is any liability incurred by a person in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or otherwise in connection with his duties, powers or office and "Associated Company" shall bear the meaning referred to in section 309A(6) of the Act. Subject to the provisions of the Act and without prejudice to any protection from liability which may otherwise apply:

- 17.1 the directors shall have power to purchase and maintain for any director of the Company, any director of an Associated Company, any auditor of the Company and any officer of the Company (not being a director or auditor of the Company), insurance against Liability.
- 17.2 every director or auditor of the Company and every officer of the Company (not being a director or auditor of the Company) shall be indemnified out of the assets of the Company against any loss or liability incurred by him in defending any proceedings in which judgment 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 any Liability.
- 17.3 regulation 118 in Table A shall not apply to the Company.

**18. SPECIFIED VOTES ON CERTAIN CHANGES TO ARTICLES**

- 18.1 While BTG holds not less than five per cent of the issued Ordinary Share Capital then in relation to any resolution referred to in Article 18.2 the shares held by each of them shall carry the number of votes as is necessary to defeat the resolution.
- 18.2 Article 18.1 applies to any special resolution to delete or vary any of sub-Articles 8.9, 11.7 and 11.8.