

Company No. 6227084

THE COMPANIES ACT 2006

THURSDAY



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COMPANIES HOUSE

PRIVATE COMPANY LIMITED BY SHARES

**RESOLUTIONS of OXFORD BIODYNAMICS
LIMITED (the "Company")**

Passed on Thursday 15 September 2016

At a general meeting of the Company duly convened and held at 26 Beaumont Street, Oxford OX1 2NP on 15 September 2016 at 5 00 p m , resolution numbers 2 to 6 were duly passed as special resolutions and resolution number 1 was duly passed as an ordinary resolution:

ORDINARY RESOLUTION

1. THAT, the Directors are generally and unconditionally authorised for the purpose of s551 Companies Act 2006 to allot shares in the Company or to grant rights to subscribe for or to convert any security into shares in the Company ("**Rights**")

(a) to the allotment of equity securities for cash up to a maximum nominal amount of £71,428.57 to persons applying for New Shares in connection with the Placing (as further described in the notice to Shareholders issued by the Company dated 26 August 2016 ("**Notice**"));

(b) comprising equity securities up to a maximum aggregate nominal amount of £584,838.10 (that amount to be reduced by the aggregate nominal amount of equity securities allotted or Rights granted under paragraph 1(c) of this resolution), in connection with an offer by way of rights issue

(i) to ordinary shareholders in proportion (as nearly as may be practicable) to their existing holdings, and

(ii) to holders of other equity securities as required by the rights attaching to those securities, or subject to those rights, as the Directors otherwise consider necessary,

and so that the Directors may impose any limits or restrictions and make any arrangements which they consider necessary or appropriate to deal with treasury shares, fractional entitlements, record dates, legal, regulatory or practical problems in, or under the laws of, any territory or any other matter; and

(c) otherwise then pursuant to sub-paragraph (a) and (b), of this resolution, up to a maximum aggregate nominal amount of £292,419.05.

These authorities shall expire (unless previously renewed, varied or revoked) at the first annual general meeting of the Company following Admission but, in each case, so that the Company may make offers and enter into agreements before that expiry which would, or might, require shares to be allotted or Rights to be granted after that expiry and the Directors may allot shares or grant Rights pursuant to any of those offers or agreements as if the authority had not expired

SPECIAL RESOLUTIONS

2. THAT, pursuant to section 90(1)(a) of the Companies Act 2006 (the "Act"), the Company re-register as a public company limited by shares in the name of Oxford Biodynamics plc
3. THAT subject to the passing of Resolution 1, to authorise the Directors generally and unconditionally pursuant to s570(1) of the Act to allot equity securities in the Company or to grant rights to subscribe for or to convert any security into shares in the Company ("Rights") pursuant to the authority conferred by Resolution 1 or by way of a sale of treasury shares as if s561(1) of the Act did not apply to that allotment, provided that this power shall be limited:
 - (a) to the allotment of equity securities for cash up to the maximum nominal amount of £71,428.57 to persons applying for New Shares in connection with the Placing (as further described in the Notice),
 - (b) to the allotment of equity securities in connection with an offer of equity securities (but in the case of an allotment pursuant to the authority in Resolution 1(b) by way of rights issue only)
 - (i) to ordinary shareholders in proportion (as nearly as may be practicable) to their existing holdings, and
 - (ii) to holders of other equity securities as required by the rights attaching to those securities, or subject to those rights, as the Directors otherwise consider necessary,

and so that the Directors may impose any limits or restrictions and make any arrangements that they consider necessary or appropriate to deal with treasury shares, fractional entitlements, record dates, legal, regulatory or practical problems in, or under the laws of, any territory or any other matter; and

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- (c) otherwise than pursuant to sub-paragraph (a) and (b) of this Resolution, equity securities pursuant to the authority in Resolution 1(c) up to a maximum aggregate nominal amount of £131,588 57,

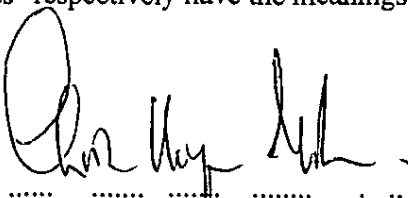
These authorities will expire at the conclusion of the first annual general meeting of the Company following Admission, save that the Company may before that date of expiry make an offer or agreement that would or might require equity securities to be allotted after that date of expiry and the Directors may allot equity securities in pursuance of such an offer or agreement as if the authority conferred by this resolution had not expired.

4. THAT, conditional upon Admission, the Company be generally and unconditionally authorised to make one or more market purchases (within the meaning of section 693(4) of the Act) of ordinary shares in its capital provided that
- (a) the maximum aggregate number of ordinary shares authorised to be purchased is up to 8,772,571;
 - (b) the minimum price (excluding expenses) per ordinary share is not less than the nominal value of an ordinary share at the time of purchase;
 - (c) the maximum price (excluding expenses) per ordinary share is not more than the higher of.
 - (i) an amount equal to 105 per cent of the average of the market value of a ordinary share for the five business days immediately preceding the day on which the purchase is made, and
 - (ii) an amount equal to the higher of the price of the last independent trade of an ordinary share and the highest current independent bid from an ordinary share as derived from the trading venue where the purchase is carried out

The authority conferred by this resolution shall expire at the conclusion of the first annual general meeting of the Company following Admission save that the Company may, before the expiry of the authority granted by this resolution, enter into a contract to purchase ordinary shares which will or may be executed wholly or partly after the expiry of such authority.

- 5 THAT, the articles of association of the Company be amended by the words "*or (v) to any investor categorised as a 'venture capital trust' or investor who is investing in the Company on the basis that it fulfils the requirements of the Enterprise Investment Scheme, as part of a fundraising round prior to the admission of the Company's Ordinary Shares to trading on the Alternative Investment Market of the London Stock Exchange plc*" be inserted after the references to "*or (iv) as bonus shares*" in the ninth line of Article 6.3
- 6 THAT, conditional upon and with effect from Admission, the draft articles of association produced to the meeting and, for the purposes of identification, attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association.

For the purposes of the resolutions above, the expression "**equity securities**" and references to "**allotment of equity securities**" respectively have the meanings given to them in the Act


.....
Chairman

Company No: 6227084

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

-of-

OXFORD BIODYNAMICS LIMITED

Adopted on 15 September 2016

THE COMPANIES ACTS 1985 to 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

OXFORD BIODYNAMICS LIMITED

PRELIMINARY

1.1 In these Articles the following expressions shall have the following meanings unless inconsistent with the context:-

"Acquirer" has the meaning ascribed to it in the definition of "Majority Change of Control" or "Special Change of Control";

"the Companies Act" means the Companies Act 2006 and any statutory instrument made under it (to the extent in force and as amended, consolidated and restated from time to time);

"Compulsory Purchase Notice" means a notice served by the directors pursuant to Article 11.12 or Article 11.17 requiring that the Shares specified therein be sold to the Company at the Transfer Price,

"Compulsory Transfer Notice" means a notice served by the directors pursuant to Article 11.12 or Article 11.17 requiring that the shares specified therein be sold to the person or persons nominated by the directors and specified therein at the Transfer Price;

"Family Trust" as regards any particular individual member or deceased or former individual member, means a trust (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the Shares in question is for the time being vested in any person other than that individual and/or Privileged Relations of that individual, and so that for this purpose a person shall be considered to be beneficially interested in a Share if such Share or the income thereof is or may become liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are or may become liable to be exercisable by or as directed by such person pursuant to the terms of the relevant trust or in consequence of an exercise of a power or discretion conferred thereby on any person or persons;

"Fully Diluted Share Capital" means the issued share capital of the Company as it would be if all options and warrants to subscribe for Shares then granted and remaining capable of being exercised had been exercised and all securities convertible into Shares then in existence had been so converted,

"Fund Manager" means a person whose principal business is to make, manage or advise upon investments in securities;

"Investment Fund" means a fund, limited partnership, body corporate, trust or other person or entity whose principal business is to make investments;

"Majority Change of Control" means the acquisition (whether by purchase, transfer or otherwise but excluding a subscription or a transfer of Shares made in accordance with Article 10 (Permitted Transfers) by any person, including a member of the Company (an "Acquirer"), of any interest in any Shares if, upon completion of that acquisition, the Acquirer, together with persons acting in concert or connected with him, would hold or beneficially own more than 50 per cent of the Shares;

"a Member of the same Fund Group" means, if the Shareholder is an Investment Fund or a nominee of an Investment Fund:

- (a) any participant or partner in or member of any such Investment Fund or the holders of any unit trust which is a participant or partner in or member of any Investment Fund (but only in connection with the dissolution of the Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course of business);
- (b) any Investment Fund managed by that Fund Manager;
- (c) any parent undertaking or subsidiary undertaking of that Fund Manager, or any subsidiary undertaking of any parent undertaking of that Fund Manager; or
- (d) any trustee, nominee or custodian of such Investment Fund and vice versa;

"a Member of the same Group" as regards any company, means a company which is for the time being a parent undertaking or a subsidiary undertaking of that company or of any such parent undertaking;

"Option Scheme" means a share option scheme established by the Company which is an "employees' share scheme" within the meaning of Section 1168 of the Companies Act or would be but for the ability of consultants and/or non-executive directors to be granted options under such scheme;

"Ordinary Shares" means the Ordinary Shares of 0.01p each in the capital of the Company from time to time; and

"Permitted Transfer" means a transfer of Shares authorised by Article 10,

"Privileged Relation" in relation to an individual member or deceased or former individual member, means the husband or wife or the widower or widow of such member and all the lineal descendants and ascendants in direct line of such member and the brothers and sisters of such member and their lineal descendants and a husband or wife or widower or widow of any of the above persons and for the purposes aforesaid a step-child or adopted child or illegitimate child of any person shall be deemed to be his or her lineal descendant;

"Relevant Shares" (so far as the same remain for the time being held by the trustees of any Family Trust or by any Transferee Company) means the Shares originally acquired by such trustees or Transferee Company and any additional Shares issued to such trustees or Transferee Company by way of capitalisation or acquired by such trustees or Transferee Company in exercise of any right or option granted or arising by virtue of the holding of such Shares or any of them

or the membership thereby conferred;

"Share" means a share in the capital of the Company for the time being in issue;

"Shareholder" means a holder of Shares;

"Special Change of Control" means the acquisition (whether by purchase, transfer or otherwise but excluding a subscription or a transfer of Shares made in accordance with Article 10 (Permitted Transfers)) by any person, including a member of the Company (an "Acquirer"), of any interest in any Shares if, upon completion of that acquisition, the Acquirer, together with persons acting in concert or connected with him, would hold or beneficially own more than 75 per cent of the Shares;

"Table A" means the regulations for private companies limited by shares contained in Table A in the Companies (Tables A-F) Regulations 1985 as amended by the Companies (Tables A-F) (Amendment) Regulations 1985, the Companies Act 1985 (Electronic Communications) Order 2000, the Companies (Tables A to F) (Amendment) Regulations 2007 and the Companies (Tables A to F) Amendment (No 2) Regulations 2007;

"Transferee Company" means a company for the time being holding Shares in consequence, directly or indirectly, of a transfer or series of transfers of Shares between Members of the same Group (the relevant Transferor Company in the case of a series of such transfers being the first transferor in such series);

"Transferor Company" means a company (other than a Transferee Company) which has transferred or proposes to transfer Shares to a Member of the same Group;

"transfer notice" means a notice in accordance with Article 11 that a member desires to transfer his Shares;

"University" means the Chancellor, Masters and Scholars of the University of Oxford; and

"Warrant Instrument" means a warrant instrument executed by the Company under which warrants to subscribe for Shares can be issued provided that under the terms of such instrument warrants can only be held by persons who have entered into an agreement for the provision of services to the Company or for some form of commercial collaboration or transaction with the Company.

- 1.2 References to statutory provisions in these Articles shall be deemed also to refer to any statutory provisions amending or replacing the same.
- 1 3 Words and expressions which are defined in the Companies Act shall bear the same meanings in these Articles.
- 2 1 The regulations contained in or incorporated in Table A shall apply to the Company save insofar as they are excluded or varied hereby or are inconsistent herewith and such regulations (save as so excluded, varied or inconsistent) and the Articles hereinafter contained shall be the regulations of the Company.
- 2 2. Regulations 54, 73-80 (inclusive), 85, 86, 94-98 (inclusive) and 118 of Table A shall not apply to the Company.

SHARE CAPITAL

- 3 The share capital of the Company consists of Ordinary Shares.

LIEN

4. The lien conferred by regulation 8 of Table A shall apply to all Shares whether fully paid or not and to all Shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of several joint holders.

CALLS

5. The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of Regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

ISSUE OF SHARES

- 6 1 Subject to the provisions of the Companies Act and Article 6.3 all unissued shares of the Company from time to time shall be at the disposal of the directors and they may allot, grant rights, options or warrants to subscribe or otherwise dispose of them to such persons, at such times, and on such terms as they think proper.

- 6 2 Subject to the remaining provisions of this Article 6, the Directors are generally and unconditionally authorised, for the purpose of section 551 of the Companies Act, to exercise any power of the Company to offer, allot or grant rights to subscribe for, or convert securities into, or otherwise deal in, or dispose of, any Shares to any person, at any time and subject to any terms and conditions as the Directors think proper.

- 6.3 Save with the prior written consent of Shareholders holding between them in excess of 75% of the issued share capital of the Company, any unissued shares or other equity securities or shares to be issued (excepting equity securities to be issued (i) pursuant to an Option Scheme; or (ii) pursuant to a Warrant Instrument (provided that the maximum number of shares which may be issued pursuant to all Option Schemes and Warrant Instruments shall not exceed 12.5% of the then Fully Diluted Share Capital); or (iii) as consideration for the purchase of the shares or assets of another company; or (iv) as bonus shares or (v) to any investor categorised as a 'venture capital trust' or investor who is investing in the Company on the basis that it fulfils the requirements of the Enterprise Investment Scheme, as part of a fundraising round prior to the admission of the Company's Ordinary Shares to trading on the Alternative Investment Market of the London Stock Exchange plc) ("New Shares") or shall not be allotted to any person unless the Company has, in the first instance offered such New Shares to all members of the Company on the same terms and at the same price as such New Shares are being offered to such other person on a pari passu and pro rata basis to the number of Shares held by such persons on the terms that in the case of competition the New Shares shall be allotted to the acceptors of any such offer in proportion (as nearly as may be without involving fractions or increasing the number allotted to any member beyond that applied for by him) to their existing holdings of Shares Such offer(s):

- (a) shall stipulate a time, being not less than 7 days nor more than 21 days, within which it must be accepted or in default will lapse; and

- (b) may stipulate that any members who desire to subscribe for a number of New Shares in excess of the proportion to which each is entitled shall in their acceptance state how many excess New Shares they wish to subscribe for and any shares not accepted by other members shall be used for satisfying such requests for excess New Shares at each stage pro rata to the number of existing shares held by such members at the time of such acceptance making such requests and thereafter, any excess New Shares shall be offered to any other person at the same price and on the same terms as the offer to members.

Any New Shares shall rank *pari passu* with existing shares in the same class then in issue.

6.4 An offer of Shares made to the University pursuant to Article 6.3 shall, as the University directs, entitle either:

- (a) the University,
- (b) any Investment Fund in which the University and/or any colleges of the University are the majority participants or a nominee appointed by such an Investment Fund where such Investment Fund retains the entire beneficial interest in such Shares; or
- (c) with the written consent of members holding 75% of the issued Shares, any Investment Fund in which the University and/or any colleges of the University are participants

to subscribe for such Shares.

TRANSFER OF SHARES

- 7.1 No person shall dispose of any interest in, or right attaching to, or renounce or assign any right to receive or subscribe for any Share (save as may be required in pursuance of his obligations under these Articles) or create or permit to exist any charge, lien, encumbrance or trust over any Share or agree to do any of such things except as permitted by Articles 10, 11 or 12.
- 7.2 If a person at any time attempts to deal with or dispose of a Share or any interest therein or right attaching thereto otherwise than as permitted by these Articles he (or the person holding such Shares as his nominee) shall be deemed immediately prior to such attempt to have given a transfer notice in respect of such Share.
- 7 3 A transfer notice which is given or is deemed to have been given under Article 7.2, 10.3, 10.4, 10.5 or 13 shall be deemed not to contain a Total Transfer Condition (as defined in Article 12) and shall not be revocable.
- 8. The directors shall refuse to register any transfer of Shares made in contravention of the provisions of these Articles. For the purpose of ensuring that a particular transfer of Shares is permitted under the provisions of these Articles, the directors may request the transferor, or the person named as transferee in any transfer lodged for registration, to furnish the Company with such information and evidence as the directors may reasonably think necessary or relevant. Failing such information or evidence being furnished to the satisfaction of the directors within a period of 28 days after such request the directors shall be entitled to refuse to register the transfer in question
- 9. Where a transfer notice (as hereinafter defined) in respect of any Share is deemed to have been given under any provision of these Articles and the

circumstances are such that the directors (as a whole) are unaware of the facts giving rise to the same such transfer notice shall be deemed to have been received by the directors on the date on which the directors (as a whole) actually become aware of such facts and the provisions of Article 13 shall apply accordingly.

PERMITTED TRANSFERS

10.1 Any Shares (other than any Shares in respect of which the holder shall have been required by the directors under these Articles to give a transfer notice or shall have been deemed to have given a transfer notice) or any interest therein may at any time be transferred:

10.1.1 by any individual member (not being in relation to the Shares concerned a holder thereof as a trustee of any Family Trust) to a Privileged Relation of such member; or

10.1.2 by any such individual member to trustees to be held upon a Family Trust related to such individual member, or

10 1.3 by any member being a company (not being in relation to the Shares concerned a holder thereof as a trustee of any Family Trust) to a Member of the same Group as the Transferor Company;

10.1.4 by any member pursuant to a Come Along Notice validly given in accordance with Article 15,

10.1.5 by the University to.-

10.1.5.1 any Investment Fund in which the University and/or any colleges of the University are the majority participants or a nominee appointed by such an Investment Fund where such Investment Fund retains the entire beneficial interest in such shares; or

10 1.5 2 with the written consent of members holding 75% of the issued Shares, any Investment Fund in which the University and/or any colleges of the University are participants;

10.1.5.3 to The Wellcome Trust Limited as trustee of the Wellcome Trust, provided that the number of Shares transferred does not exceed 1,500,000;

10.1.6 by an Investment Fund in which the University is a participant to the University;

10.1.7 by an Investment Fund to any Member of the Same Fund Group;

10.1.8 by an Investment Fund managed by Artradis Fund Management (BVI) Limited or any sub-investment manager appointed by that company to Cubana Investments Limited,

10.1.9 by Cubana Investments Limited to any Investment Fund managed by Artradis Fund Management (BVI) Limited or any sub-investment manager of that company, or

10.1.10 by OBD Investment Pte Limited to any person for whom, at 17th April

2009, OBD Investment Pte Limited held those Shares as nominee.

- 10.2 Where Shares have been issued to the trustees of a Family Trust or transferred under Article 10.1 or under Article 10.2.1 or Article 10.2.2 to the trustees of a Family Trust, the trustees and their successors in office may (subject to the provisions of Article 10.1) transfer all or any of the Relevant Shares:
- 10.2.1 to the trustees for the time being of the Family Trust concerned on any change of trustees;
 - 10.2.2 to the trustees for the time being of any other trust being a Family Trust in relation to the same individual member or deceased or former member pursuant to the terms of such Family Trusts or to any discretion vested in the trustees thereof or any other person; or
 - 10.2.3 to any beneficiary of the Family Trust concerned
- 10.3 If and whenever any of the Relevant Shares come to be held otherwise than upon a Family Trust, except in circumstances where a transfer thereof is authorised pursuant to Article 10.2 to be and is to be made to the person or persons entitled thereto, it shall be the duty of the trustees holding such Shares to notify the directors in writing that such event has occurred and the trustees shall be bound, if and when required in writing by the directors so to do, to give a transfer notice in respect of the Shares concerned.
- 10.4 If a person to whom Shares have been transferred pursuant to Article 10.1.1 shall cease to be a Privileged Relation, such person shall be bound, if and when required in writing by the directors so to do, to give a transfer notice in respect of the Shares concerned
- 10.5 If a Transferee Company ceases to be a Member of the same Group as the Transferor Company from which (whether directly or by a series of transfers under Article 10.1.3) the Relevant Shares derived, it shall be the duty of the Transferee Company to notify the directors in writing that such event has occurred and (unless the Relevant Shares are transferred to the Transferor Company or a Member of the same Group as the Transferor Company within 14 days of such event, any such transfer being deemed to be authorised under the foregoing provisions of this Article) the Transferee Company shall be bound, if and when required in writing by the directors so to do, to give a transfer notice in respect of the Relevant Shares.

PRE-EMPTION RIGHTS

- 11.1 Except in the case of a Permitted Transfer or where Article 11.22 or Article 12 applies, no Share shall be transferred until the following conditions of this Article 11 are complied with.
- 11.2 Any member proposing to transfer a Share ("the proposing transferor") shall be obliged to give notice in writing ("transfer notice") to the directors that the proposing transferor desires to transfer all or some of the Shares then held by him. In the transfer notice the proposing transferor shall specify:-
- 11.2.1 the number of Shares which the proposing transferor wishes to transfer ("the Transfer Shares");
 - 11.2.2 the price at which the proposing transferor wishes to sell the Transfer Shares and the identity of any person who has indicated a willingness to purchase the Transfer Shares at such price

- 11.3 A transfer notice shall state whether the proposing transferor wishes to impose a Total Transfer Condition (meaning a condition that unless all of the Transfer Shares are sold pursuant to the following provisions of this Article none shall be so sold), but in the absence of such a statement the transfer notice shall be deemed not to contain a Total Transfer Condition.
- 11.4 The transfer notice shall constitute the Company (by its board of directors) as the agent of the proposing transferor empowered to sell the Transfer Shares (together with all rights attaching thereto at the date of the transfer notice or at any time thereafter) at the Transfer Price (as hereinafter defined) on the terms of this Article. Once given a transfer notice may not be revoked save with the prior written consent of all the other members or as provided in Article 11.7.2.
- 11.5 Within seven days after the receipt of any transfer notice the directors shall serve a copy of that transfer notice on all the members other than the proposing transferor. In the case of a deemed transfer notice the directors shall similarly serve notice on all the members (including the proposing transferor), notifying them that the same has been deemed to have been given, within one month after (i) the date of the event giving rise to the deemed transfer notice or (ii) (if later) the date on which the directors (as a whole) actually became aware of such event.
- 11.6 Subject as provided otherwise in these Articles the Transfer Shares shall be offered for purchase (as hereinafter provided) at a price ("the Transfer Price") determined in accordance with Article 11.7.
- 11.7.1 If the transfer notice is not a deemed transfer notice then the Transfer Price shall be the price specified by the proposing transferor in the Transfer Notice; or
- 11.7.2 If the transfer notice is a deemed transfer notice the Transfer Price shall be such price as shall be agreed in writing between all the Shareholders or in the absence of such agreement (whether by reason of disagreement, absence, death or otherwise) within 21 days after the service of notices pursuant to Article 11.5 the Transfer Price will be determined by an independent Chartered Accountant of not less than ten years' standing ("the Expert") who shall be nominated by the directors. The Expert shall act as an expert and not as an arbitrator and his written determination shall be final and binding on the members.

The Expert will determine what in his professional opinion is the open market value of the Transfer Shares as at the date of the transfer notice on the following assumptions and bases:-

- (a) valuing the Transfer Shares as on an arm's length sale between a willing vendor and a willing purchaser;
- (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
- (c) that the Transfer Shares are capable of being transferred without restriction;
- (d) valuing the Transfer Shares as a rateable proportion of the total nominal value of all the issued Shares of the Company without any premium or discount being attributable to the class of the

Transfer Shares or the percentage of the issued share capital of the Company which they represent

If any difficulty shall arise in applying any of the foregoing assumptions or bases then such difficulty shall be resolved by the Expert in such manner as he shall in his absolute discretion think fit.

The Company will use its best endeavours to procure that the Expert determines the Transfer Price within 21 days of being requested to do so.

- 11.8 If the determination of the Transfer Price is referred to the Expert the date of determination of the Transfer Price ("the Determination Date") shall be the date on which the directors receive the Expert's determination of the Transfer Price in writing. If the Transfer Price is determined by written agreement between the Shareholders as aforesaid the Determination Date shall be the date on which such agreement is made. If the Transfer Price is determined pursuant to Article 11.7.1 then the Determination Date shall be the date on which the directors receive the transfer notice.
- 11.9 The costs and expenses of the Expert in determining the Transfer Price and of his appointment shall be borne as to one half by the proposing transferor and as to the other half by the purchasers (as hereinafter defined) pro rata according to the number of Transfer Shares purchased by them unless none of the Transfer Shares are purchased by the members in which event the proposing transferor shall pay all of such costs and expenses. In the case of default by a person in paying his due proportion of such costs and expenses any of the other contributors or (if the proposing transferor is solely responsible for such costs and expenses) the Company may pay such sum in his stead and any payment made in so doing shall be recoverable from the defaulter as a debt payable on demand.
- 11.10 Within seven days after the Determination Date the Transfer Shares shall be offered for purchase at the Transfer Price by the directors to all members (other than the proposing transferor) in proportion to the number of Shares then held by them respectively. Every such offer shall be made in writing and shall specify (a) the total number of Transfer Shares; (b) the number of Transfer Shares offered to the member ("Pro Rata Entitlement"); (c) whether or not the transfer notice contained a Total Transfer Condition and (d) a period (being not less than fourteen days and not more than twenty one days) within which the offer must be accepted or shall lapse, and shall be accompanied by a form of application for use by the member in applying for his Pro Rata Entitlement and for any Shares in excess of such entitlement which he wishes to purchase. Upon the expiry of the said offer period, the Directors shall allocate the Transfer Shares in the following manner:
- 11.10.1 to each member who has agreed to purchase Shares, his Pro Rata Entitlement or such lesser number of Transfer Shares for which he may have applied;
- 11.10.2 if any member has applied for less than his Pro Rata Entitlement, the excess shall be allocated to the members who have applied for any part of such excess in proportion to the number of Shares then held by them respectively (but without allocating to any member a greater number of Transfer Shares than the maximum number applied for by him) and any remaining excess shall be apportioned by applying this Article 11.10.2 without taking account of any member whose application has already been satisfied in full.
- 11.11 If any of the Transfer Shares shall not be capable of being offered or allocated

as aforesaid without involving fractions, the same shall be offered to or allocated amongst the members, or some of them, in such proportions as may be determined by lots drawn in respect thereof, and the lots shall be drawn in such manner as the directors shall think fit.

11.12 An offer of Shares made to the University pursuant to Article 11.10 shall, as the University directs, entitle either:

- (a) the University;
- (b) any Fund in which the University and/or any colleges of the University are the majority participants or a nominee appointed by such a Fund where such Fund retains the entire beneficial interest in such Shares; or
- (c) with the written consent of members holding 75% of the issued Shares, any Fund in which the University and/or any colleges of the University are participants

to accept such offer and in Articles 11.10 to 11.16 the expression "members" shall be deemed to include any person who has accepted an offer of Shares made to the University in accordance with this Article 11.12

11.13 If by the foregoing procedure the directors shall not receive acceptances in respect of all the Transfer Shares within the period(s) of the aforesaid offer(s) they shall forthwith give notice in writing of that fact to the proposing transferor. The directors shall then be entitled within fourteen days of the date of service of that notice to serve upon the proposing transferor a Compulsory Transfer Notice and/or a Compulsory Purchase Notice.

11.14 If the directors shall serve a Compulsory Purchase Notice upon the proposing transferor pursuant to Article 11.13 or Article 11.18 they shall:-

11.14.1 draw up a draft contract of purchase which provides for completion at the Company's registered office of the purchase of the relevant Transfer Shares on the expiration of seven days after the passing of the special resolution hereinafter mentioned;

11.14.2 convene a meeting to consider a special resolution to authorise such contract of purchase, such meeting to be held not later than 30 days after the date on which the Compulsory Purchase Notice was served; and

11.14.3 procure that the relevant requirements of the Companies Act relating to the purchase by the Company of its own shares are complied with.

11.15 The proposing transferor is deemed, by virtue of his having become a member of the Company, to have agreed:-

11.15.1 to any contract which is drawn up by the directors following the service upon him of a Compulsory Purchase Notice;

11.15.2 to have appointed any person nominated by the directors to execute such contract on his behalf; and

11.15.3 that, subject to the provisions of Article 11.16, he shall transfer the relevant Transfer Shares to the Company at completion. If he makes default in so doing a director or some other person duly nominated by a resolution of the directors for that purpose, shall forthwith be deemed to be the duly appointed attorney of the proposing transferor

with full power to execute complete and deliver in the name and on behalf of the proposing transferor a transfer of the relevant Transfer Shares to the Company. The directors shall forthwith pay the purchase money into a separate bank account in the Company's name and shall hold such money in trust for the proposing transferor until he shall deliver up his certificates for the relevant Transfer Shares to the Company when he shall thereupon be paid the purchase money.

- 11.16 If by the foregoing procedure the directors shall not have received acceptances in respect of all the Transfer Shares and shall not have served a Compulsory Transfer Notice or a Compulsory Purchase Notice in respect of all of the Transfer Shares not accepted by the members or if the relevant requirements of the Companies Act have not been complied with in relation to the purchase by the Company of the relevant Transfer Shares pursuant to a Compulsory Purchase Notice and the transfer notice in question did contain a Total Transfer Condition then none of the Transfer Shares shall be sold to the members or to any person nominated by the directors pursuant to a Compulsory Transfer Notice or to the Company pursuant to a Compulsory Purchase Notice. The proposing transferor may then within a period of four months after the expiry of the fourteen day period referred to in Article 11.13 sell all (but not some only) of the Transfer Shares to any person or persons at any price which is not less than the Transfer Price.
- 11.17 If the directors shall receive acceptances pursuant to the provisions of this Article in respect of all the Transfer Shares (or all of the Transfer Shares other than those which the Company is obliged to purchase following the service of a Compulsory Purchase Notice) either from the members or from any person or persons nominated by the directors pursuant to a Compulsory Transfer Notice they shall forthwith give notice in writing as hereinafter mentioned to the proposing transferor and to the person or persons who have agreed to purchase the same ("Purchaser" or "Purchasers") and the proposing transferor shall thereupon become bound upon payment of the Transfer Price to the proposing transferor (whose receipt shall be a good discharge to the Purchaser, the Company and the directors therefor none of whom shall be bound to see to the application thereof) to transfer to each Purchaser those Transfer Shares accepted by him. Every such notice shall state the name and address of each Purchaser, the number of Transfer Shares agreed to be purchased by him and the place and time appointed by the directors for the completion of the purchase (being not less than seven days nor more than twenty-eight days after the date of the said notice and not being at a place outside England). Subject to the giving of such notice the purchase shall be completed at the time and place appointed by the directors.
- 11.18 If the transfer notice in question did not contain a Total Transfer Condition and if by the foregoing procedure the Directors shall receive acceptances in respect of none or part only of the Transfer Shares within the period(s) of the aforesaid offer(s) they shall forthwith give notice in writing of the fact to the proposing transferor. The directors shall then be entitled within 14 days of the date of service of that notice to serve upon the proposing transferor a Compulsory Transfer Notice and/or a Compulsory Purchase Notice and the provisions of Article 11.17 shall apply (mutatis mutandis) in respect of any Compulsory Transfer Notice so served.
- 11.19 The proposing transferor may, within the period of four months after the expiry of the fourteen day period referred to in Article 11.18 sell any of the Transfer Shares which have not been accepted by members pursuant to Article 11.10 and which are not the subject of a Compulsory Purchase Notice or Compulsory Transfer Notice served within such fourteen day period, to any person or

persons at any price which is not less than the Transfer Price

- 11 20 If a proposing transferor, having become bound to transfer any Transfer Shares pursuant to this Article, makes default in transferring the same the directors may authorise some person (who is, as security for the performance of the proposing transferor's obligations, hereby irrevocably and unconditionally appointed as the attorney of the proposing transferor for the purpose) to execute the necessary instrument of transfer of such Transfer Shares and may deliver it on his behalf and the Company may receive the purchase money and shall thereupon (subject to such instrument being duly stamped) cause the transferee to be registered as the holder of such Transfer Shares and shall hold such purchase money on behalf of the proposing transferor. The Company shall not be bound to earn or pay interest on any money so held and shall not pay such money to the proposing transferor until he shall have delivered his share certificates (or an appropriate indemnity in respect of any lost certificates) to the Company. The receipt of the Company for such purchase money shall be a good discharge to the transferee who shall not be bound to see to the application thereof, and after the name of the transferee has been entered in the register of members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.
- 11.21 The directors (acting reasonably) may require to be satisfied that any Shares being transferred by the proposing transferor pursuant to either Article 11.16 or Article 11.19 are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer and if not so satisfied may refuse to register the instrument of transfer.
- 11 22 Notwithstanding the preceding provisions of this Article the directors shall register any transfer of shares to which Shareholders holding between them in excess of 75% of the issued share capital of the Company shall have given their prior written consent.

TRANSFERS OF MINORITY INTERESTS

- 12 1 Any Shares (other than any Shares in respect of which the holder shall have been required by the directors under these Articles to give a transfer notice or shall have been deemed to have given a transfer notice) or any interest therein may at any time be transferred by any person provided that:-
- 12.1.1 The number of Shares then transferred by that person, when aggregated with any other Shares transferred within the previous 3 months by that person or any person to whom he shall transferred any Shares pursuant to Article 10, does not exceed 10 per cent of the issued share capital of the Company; and
- 12.1.2 the transfer shall have been approved by the directors.
- 12.2 Any person wishing to transfer Shares pursuant to this Article 12 shall give to the directors such information as they may require relating to the proposed transfer or the circumstances relating to it.

COMPULSORY TRANSFERS

- 13.1 If a member is adjudicated bankrupt he shall be deemed immediately to have given a transfer notice in respect of all Shares then registered in his name.
- 13.2 If a Share remains registered in the name of a deceased member for longer than one year after the date of his death the directors may require the legal personal representatives of such deceased member either to effect a transfer of

such Shares (including for such purpose an election to be registered in respect thereof) being a Permitted Transfer or to show to the satisfaction of the directors that a Permitted Transfer will be effected before or promptly upon the completion of the administration of the estate of the deceased member or (failing compliance with either of the foregoing within one month or such longer period as the Directors may allow for the purpose) to give a transfer notice in respect of such Share.

- 13.3 If a member which is a company or a Permitted Transferee of such member, either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets, such member or Permitted Transferee shall be deemed immediately to have given a transfer notice in respect of all of the shares held by such member and/or such Permitted Transferee.

14 **MAJORITY CHANGE OF CONTROL**

- 14.1 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 Majority Change of Control, unless before the transfer is lodged for registration the Acquirer has made a bona fide offer in accordance with this Article 14 to purchase at the Transfer Price in relation to the Share mentioned above all the Shares held by the Shareholders (except any Shareholder which has expressly waived its right to receive such an offer for the purpose of this Article 14)

- 14.2 An offer made under Article 14.1 shall be in writing open for acceptance for at least 21 days after full implementation of the pre-emption rights and procedures set out in Article 11, shall be recirculated with a reminder in writing to all the Shareholders at least 7 days before the date for acceptance set out in the offer and shall be deemed to be rejected by any Shareholder who has not accepted it in accordance with its terms within the period set out in the offer.

- 14.3 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 Shareholder of such offer shall not require the accepting Shareholder to give a transfer notice in accordance with Article 11.2.

15. **COME ALONG OPTION**

- 15.1 If any one or more Shareholders (together the "Selling Shareholders") wish to transfer any Shares which would result in a Special Change of Control, the Selling Shareholders or, after the transfer by them of their Shares to the Acquirer resulting in the Special Change of Control, the Acquirer shall have the option (the "Come 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 15

- 15.2 The Selling Shareholders or the Acquirer may exercise the Come Along Option by giving notice to that effect (a "Come Along Notice") to all such other Shareholders (the "Called Shareholders") at any time after the Selling Shareholders have agreed to transfer the Shares held by them giving rise to the Special Change of Control. A Come Along Notice shall specify that the Called Shareholders are required to transfer all their Shares (the "Called Shares") pursuant to Article 15.1, at the price at which the Called Shares are to be transferred (calculated in accordance with Article 15.4) and the proposed date of transfer.

- 15.3 A Come Along Notice is irrevocable but the Come Along Notice and all obligations thereunder will lapse if the Come 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 Come Along Notice.
- 15.4 The Called Shareholders shall be obliged to sell the Called Shares at the price per Share at which the relevant transfer of Shares referred to in Article 15.1 takes place or took place.
- 15.5 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:
- 15.5.1 such person may not specify a date that is less than 14 days after the date of the Come Along Notice;
- 15.5.2 if the Come 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.
- unless all of the Called Shareholders, the Selling Shareholders and the Acquirer agree otherwise.
- 15.6 If any of the Called Shareholders shall make default in selling its Shares in accordance with this Article 15, 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 surcharge 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 by the purchase money.
- 15.7 On any person, following the issue of a Come Along Notice, becoming a Shareholder pursuant to the exercise of a pre-existing option to acquire shares in the Company or pursuant to the conversion of any convertible security of the Company (a "New Shareholder"), a Come Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Come Along Notice and the New Shareholder shall then be bound to sell and transfer all Shares so acquired to the Acquirer or as the Acquirer may direct and the provisions of this Article shall apply with the necessary changes to the New Shareholder except that completion of the sale of the Shares shall take place immediately on the Come Along Notice being deemed served on the New Shareholder.

VOTING

16. Subject to any special rights or restrictions as to voting attached to any Shares by or in accordance with these Articles, on a show of hands every member who (being an individual) is present in person by proxy or (being a corporation) is

present by a representative not being himself a member, shall have one vote, and on a poll every member who is present in person or by proxy or (being a corporation) is present by a representative shall have one vote for every Share of which he is the holder.

APPOINTMENT OF DIRECTORS

17. 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.

PROCEEDINGS OF DIRECTORS

18. Notice of every meeting of the directors shall be given to each director at any address supplied to him to the Company for that purpose whether or not he be present in the United Kingdom provided that any director may waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him.
19. The directors, or a committee of the directors, may hold meetings by telephone either by conference telephone connection(s) or by a series of telephone conversations. The views of the directors, or a committee of the directors, as ascertained by such telephone conversations and communicated to the chairman shall be treated as votes in favour of or against a particular resolution (as appropriate). A resolution passed at any meeting held in this manner and signed by the chairman shall be as valid and effectual as if it had been passed at a meeting of the directors (or, as the case may be of that committee) duly convened and held. Such a 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 is then present.
- 20.1 Subject to the provisions of the Companies Act and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office -
- 20.1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;
 - 20.1.2 may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested,
 - 20.1.3 may (and any firm or company of which he is a partner or member or director may) act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;
 - 20.1.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and
 - 20.1.5 shall not be entitled to vote or to count in the quorum at any meeting of the directors or any committee thereof on any matter concerning the foregoing paragraphs of this article.

20.2 For the purposes of this Article. -

20.2.1 a general notice to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;

20.2.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and

20.2.3 an interest of a person who is for any purpose of the Act (excluding any statutory modification not in force when these articles were adopted) connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

20.3 For the purposes of Section 175 of the Companies Act, the directors shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a director under that Section to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.

20.4 Authorisation of a matter under Article 20 shall be effective only if:

20.4.1 the matter in question shall have been proposed in writing for consideration at a meeting of the directors, in accordance with the directors' normal procedures or in such other manner as the directors may approve;

20.4.2 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question and any other interested director (together the "**Interested Directors**"); and

20.4.3 the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted.

20.5 Any authorisation of a matter pursuant to Article 20.3 shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised

20.6 Any authorisation of a matter under Article 20.3 shall be subject to such conditions or limitations as the directors may determine, whether at the time such authorisation is given or subsequently, and may be varied or terminated by the directors at any time. Such conditions or limitations may include (without limitation):

20.6.1 (without prejudice to general obligations of confidentiality) the application to the Interested Director of a strict duty of confidentiality to the Company for any confidential information of the Company in relation to the matter;

20.6.2 the exclusion of the Interested Director from all information

relating to, and discussion by the Company of, the matter; and

20.6.3 that, where the Interested Director obtains (other 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 it to the Company or to use it in relation to the Company's affairs in circumstances where to do so would amount to a breach of that confidence.

20.7 A director shall comply with any obligations imposed on him by the directors pursuant to any such authorisation.

20.8 A director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any matter authorised by the directors under Article 19.3 and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such benefit.

INDEMNITY

21.1 Subject to the Companies Act, but without prejudice to any indemnity to which a director may otherwise be entitled, each director, former director or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a director or other officer of the Company or any company that is a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act) in the actual or purported execution and/or discharge of his duties, or in relation thereto, including any liability incurred by him in defending any civil or criminal proceedings, in which judgement 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 relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs.

21.2 Subject to the provisions of, and so far as may be permitted by the Act, the Company shall be entitled to fund by way of loan the expenditure of every director or other officer of the Company incurred or to be incurred in defending any criminal or civil proceedings or in connection with any application for relief (as defined in section 205(5) of the Companies Act).

21.3 Subject to the Companies Act, the Company may buy and maintain insurance against any liability falling upon its directors or other officers or auditors which arises out of their respective duties to the Company, or in relation to its affairs.

DATA PROTECTION

22.1 Each of the members and directors (from time to time) consent to the processing of their personal data by the Company, its members and directors (each a "**Recipient**") for due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information amongst themselves. A Recipient may process such personal data either electronically or manually

22.2 The personal data that may be processed for such purposes under this Article 22 shall include any information which may have a bearing on the prudence or

commercial merits of investing, or disposing of any shares (or other investment or security) in the Company. Other than as required by law, court order or any regulated authority, that personal data shall not be disclosed by a Recipient or any other person, except to:

22.2.1 a Member of the same Group as the Recipient ("**Recipient Group Companies**");

22.2.2 to employees, directors and professional advisors of that Recipient or the Recipient Group Companies; and

22.2.3 to funds managed by any of the Recipient Group Companies

22.3 Each of the Shareholders and directors consent to the transfer of such personal data to persons acting on behalf of any Recipient and to the offices of any Recipient, both within and outside the European Economic Area, for the purposes stated above, where is it necessary or desirable to do so.