

Darwin & Wallace Limited

(the "Company")

Company Number: 08071866

COMPANIES HOUSE

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At the General meeting of the above-named Company duly convened and held on 5th June 2015, the following resolutions were passed as Ordinary and Special Resolutions:

Ordinary Resolutions

- 1 *"That resolution number 2 supersedes all previous resolutions passed by the Company in respect of the authorisation of the Directors pursuant to Section 551 of the Companies Act "*
- 2 *"That the Directors be and they are hereby generally and unconditionally authorised pursuant to Section 551 of the Companies Act to exercise any power of the Company to allot and grant rights to subscribe for or to convert securities into shares of the Company up to a maximum nominal amount equal to £2,000,000 of ordinary shares of £0.01 each and £1,000,000 of ordinary D shares of £0.01 each provided that the authority hereby given shall expire five years from the date of this resolution unless previously renewed or varied save that the directors may, notwithstanding such expiry, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company before the expiry of this authority "*

Special Resolutions

3. *"That resolution number 4 supersedes all previous resolutions passed by the Company in respect of the authorisation of the Directors pursuant to Section 570 of the Companies Act "*
- 4 *"That in accordance with section 570 of the Act and in substitution for all previous authorities conferred on the Directors pursuant to Section 571 of the Act, the Directors be and they are empowered, pursuant to Section 571 of the Act and in accordance with the Articles of Association of the Company, to allot equity securities (as defined in Section 560 of the Act) for cash as if Section 561(1) of the Act did not apply to any such allotment provided that this power shall be limited to the allotment of up to £2,000,000 of ordinary shares of £0.01 and £1,000,000 of ordinary D shares of £0.01 each for a period of five years after the passing of this resolution except that the Company may, before the expiry of such period, make an offer or agreement which would or might require equity securities to be allotted after such expiry and the Directors may allot equity securities in pursuance of such offer or agreement as if the power conferred by this Resolution had not expired*

- 5 *"THAT the articles of association produced to the meeting and for the purposes of identification, initialled by the Chairman, be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association "*

A handwritten signature in black ink, appearing to be 'S. K. Adhikari', with a small dot at the end.

Chairman

**THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
DARWIN & WALLACE LIMITED
(COMPANY NUMBER 08071866)**

ADOPTED BY SPECIAL RESOLUTION DATED 5 June 2015

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1	INTERPRETATION	3
2	SHARE CAPITAL AND RIGHTS.....	9
3	UNANIMOUS DECISIONS	11
4	CALLING A BOARD MEETING	11
5	QUORUM FOR BOARD MEETINGS	11
6	CASTING VOTE	12
7	TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY.....	12
8	DIRECTORS' CONFLICTS OF INTEREST.....	13
9	RECORDS OF DECISIONS TO BE KEPT.....	14
10	NUMBER OF DIRECTORS	14
11	APPOINTMENT OF DIRECTORS	14
12	APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS	14
13	RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS	15
14	TERMINATION OF ALTERNATE DIRECTORSHIP	15
15	SECRETARY	16
16	POLL VOTES.....	16
17	PROXIES.....	16
18	TRANSFER OF SHARES	16
19	DRAW ALONG RIGHTS	18
20	TAG ALONG RIGHTS	19
21	COMPULSORY TRANSFERS	19
22	PROHIBITED TRANSFERS	23
23	MEANS OF COMMUNICATION TO BE USED	23
24	INDEMNITY	24
25	INSURANCE	25

COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
DARWIN & WALLACE LIMITED (COMPANY)
(ADOPTED BY WRITTEN RESOLUTION DATED 5 June 2015)

1 INTERPRETATION

1 1 In these Articles, unless the context otherwise requires the following expressions shall have the following meanings

Act	Companies Act 2006
acting in concert	has the meaning set out in the City Code on Takeovers and Mergers at the date of adoption of these Articles
Adjusted Return	an amount per Ordinary Share calculated as follows Adjusted Return = Relevant Exit Value/Adjusted Share Number
Adjusted Share Number	the actual number of Ordinary Shares, C Shares and B Shares in issue immediately before an Exit Date, calculated after the operation of article 2 5 and before the exercise of any rights under any Share Plan
appointor	has the meaning given in article 12 1
Articles	means the Company's articles of association for the time being in force
Associate	has the meaning given to it by section 435 of the Insolvency Act 1986
B Share	a B ordinary share of 1 penny in the capital of the Company
B Shareholder	a holder of B Shares
B Target Return	£1.50 per Share
Bad Leaver	a C Shareholder who ceases to be a director or employee of the Company other than in circumstances which render that Shareholder a Good Leaver

Base Return	an amount per Ordinary Share calculated as follows $\text{Base Return} = \frac{\text{Relevant Exit Value}}{\text{Original Share Number}}$
Board and the Directors	the Directors of the Company, or their alternates, present at a duly convened meeting of Directors at which a quorum is present
Business Day	means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business
C Share	a C ordinary share of 1 penny in the capital of the Company
C Shareholder	a holder of C shares
Conflict	has the meaning given in article 8
D Share	a D ordinary share of 1 penny in the capital of the Company
D Shareholder	a holder of D Shares.
D Target Return	£1 49 per Share
Deemed Transfer Notice	a transfer notice deemed to be given under any provision of these Articles
Default Interest Rate	four per cent above the base rate of the Bank of England from time to time
Deferred Share	a deferred share of 1 penny in the capital of the Company
Deferred Shareholder	a holder of Deferred Shares
Deficit	the extent, if any, to which the Base Return is less than the B Target Return
eligible director	means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter)
Exit Costs	all costs and expenses incurred on behalf of the Company in connection with an Exit Opportunity
Exit Date	in the case of an Offer, the date the Offer becomes unconditional in all respects in accordance with its terms, in the case of a Listing the date of publication of the prospectus or admission document published in connection with

	the Listing as the case may be and in the case of a Winding Up the date on which any resolution of the Members approving a winding up or other resolution approving any capital distribution is passed
Exit Opportunity	an Offer, a Listing or a Winding Up
Exit Proceeds	the amounts available for distribution to Shareholders following an Exit Opportunity
Financial Advisers	the financial advisers engaged by the Company in relation to an Exit Opportunity
Gain	the Net Exit Value less the aggregate Issue Price of each of the Ordinary Shares and the B Shares in issue immediately before the Exit Date and before the exercise of any rights under any Share Plan and before the operation of article 2 5
Good Leaver	<p>a C Shareholder who ceases to be an employee or director of the Company where such cessation is a result of his/her</p> <ul style="list-style-type: none"> (i) death, or (ii) injury, disability or ill-health, or (iii) redundancy (within the meaning of the Employment Rights Act 1996), or <p>where the Board deems the C Shareholder to be a Good Leaver</p>
Issue Price	in respect of any Share, the subscription price paid (or agreed to be paid) in respect of that Share, including any share premium
Listing	the admission of any part of the share capital of the Company to the Official List of the UK Listing Authority and to trading on the Stock Exchange or the admission of the same to dealing on the AIM Market of the Stock Exchange or PLUS or to trading on any other recognised investment exchange as that term is used in the Financial Services and Markets Act 2000
Management Incentive Arrangements	any commitments by the Company to any management or other employees of the Company which relate to and are payable or exercisable only on or immediately prior to an Exit Date, including under any Share Plan
Management Incentive	any amount, up to a maximum aggregate amount of 22.5% of the Gain, due to any management or

Amount	other employees of the Company under any Management Incentive Arrangements
Market Value	the open market value of each Sale Share determined by the Valuers in accordance with article 23 1 4
Member	a holder of Shares from time to time
Model Articles	means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles
Net Exit Value	the Value on Exit less the Exit Costs and any Non Share Incentive Amount
Non Share Incentive Amount	such part of the Management Incentive Amount (if any) which does not form part of the Share Option Plan
Offer	an offer to purchase the entire issued share capital of the Company and recommended to Members by the Board for cash or for shares or other securities (with or without cash in addition)
Ordinary Share	an ordinary share of 1 penny in the capital of the Company
Ordinary Shareholder	a Member holding Ordinary Shares
Original Share Number	the actual number of Ordinary Shares and B Ordinary Shares in issue immediately before an Exit, calculated before the operation of article 2 5 and before the exercise of any rights under any Share Plan
Relevant Exit Value	the Net Exit Value less the Management Incentive Amount
Sale Shares	C Shares the subject of a Deemed Transfer Notice
Share	a share in the capital of the Company of whatever class having the rights set out in these Articles
Share Plan	any share option scheme of the Company from time to time or other scheme relating to any warrant or other instrument convertible into Shares into the Company from time to time other than pursuant to the operation of article 2 5
Surplus	means the amount, if any, by which the Adjusted

Return exceeds the D Target Return

Transferor

a Member who is obliged to transfer any Shares pursuant to these Articles

Value on Exit

in relation to an Offer or Listing means the aggregate cash value attributable to the entire issued share capital of the Company at the time of the Offer or Listing, such value to be ascertained

- (a) (in the case of an Offer) from the terms of the Offer or where the Offer is not solely for cash as certified by the Financial Advisers at the latest practicable date prior to the Exit Date, such certificate to be final and binding for the purposes of these Articles, or
- (b) (in the case of a Listing) by reference to the estimated aggregate market capitalisation of the entire issued share capital of the Company at the time of the Listing as certified by the Financial Advisers at the latest practicable date prior the Exit Date, such certificate to be final and binding for the purposes of these Articles

In calculating the Value on Exit for the purposes of the Net Exit Amount, there shall be excluded in the calculation any amount representing the cash received or to be received by the Company in respect of the exercise of any right to issue new Shares on or immediately before an Exit Opportunity under a Share Plan (**Option Cash Amount**) or any other amount referable to such an exercise

Valuers

the auditors unless a report on Market Value (as defined in these Articles) is to be made and, within 15 business days after the date of the relevant transfer notice, the auditors decline an instruction to report on the Market Value, when the Valuers shall for the purpose of that report be a firm of chartered accountants agreed between the Transferor and the Board or, in default of agreement within 20 business days after the date of the relevant transfer notice, appointed by the President of the Institute of Chartered Accountants in England and Wales on the application of the Transferor or the Directors

Winding Up

has the meaning set out in article 2 3

- 1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles
- 1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles
- 1 4 A reference in these Articles to an 'article' is a reference to the relevant article of these Articles unless expressly provided otherwise
- 1 5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of
- 1 5 1 any subordinate legislation from time to time made under it, and
- 1 5 2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1 6 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1 7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles
- 1 8 Articles 8, 9(1) and (3), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 44(2), 49, 52 and 53 of the Model Articles shall not apply to the Company
- 1 9 Article 7 of the Model Articles shall be amended by
- 1 9 1 the insertion of the words 'for the time being' at the end of article 7(2)(a), and
- 1 9 2 the insertion in article 7(2) of the words '(for so long as he remains the sole director)' after the words 'and the director may'
- 1 10 Article 20 of the Model Articles shall be amended by the insertion of the words '(including alternate directors)' before the words 'properly incur'
- 1 11 In article 25(2)(c) of the Model Articles, the words 'evidence, indemnity and the payment of a reasonable fee' shall be deleted and replaced with the words 'evidence and indemnity'
- 1 12 Article 27(3) of the Model Articles shall be amended by the insertion of the words ', subject to article 10,' after the word 'but'
- 1 13 Article 29 of the Model Articles shall be amended by the insertion of the words ', or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2),' after the words 'the transmittee's name'
- 1 14 Articles 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words 'either' and 'or as the directors may'

otherwise decide' Article 31(d) of the Model Articles shall be amended by the deletion of the words 'either' and 'or by such other means as the directors decide'

2 SHARE CAPITAL AND RIGHTS

2 1 The present authorised Share capital of the Company is divided into Ordinary Shares, Deferred Shares, B Shares, C Shares and D Shares

2 2 The B Shares, the D Shares, the Ordinary Shares and C Shares shall be different classes of shares but save as otherwise provided in these Articles shall rank pari passu as ordinary shares in all respects, and references to **Ordinary Shares** in these Articles are to the B Shares, C Shares, the D Shares and the Ordinary Shares without distinction For the avoidance of doubt the Deferred Shares shall not be Ordinary Shares

2 3 Capital

On a return of capital on winding up or otherwise (other than on conversion, redemption or purchase of shares) (**Winding Up**) the assets of the Company available for distribution amongst the Members shall be applied in paying to the holders of the Ordinary Shares, the B Shares and the C Shares pari passu (but not the D Shares or the Deferred Shares) as if they constituted one class of share in the capital of the Company the balance of any amount available for distribution

2 4 The rights and restrictions attaching to the different classes of share in the capital of the Company are as follows

2 4 1 Income

2 4 1 1 The profits which the Company may determine to distribute in respect of any financial period shall be distributed amongst the holders of the Ordinary Shares, the B Shares and, subject to article 2 4 1 2, the C Shares (but not the D Shares or the Deferred Shares) in proportion to the amounts paid up on the shares (excluding any premium) held by them respectively pari passu as if the Ordinary Shares, the B Shares, and subject to article 2 4 1 2 the C Shares (but not the D Shares or the Deferred Shares) constituted one class of shares

2 4 1 2 The rights of the C Shareholders to receive profits shall be restricted so that the C Shareholders shall not be entitled to share in any distribution of profits arising prior to an Exit Date For the avoidance of doubt, any dividend paid to the holders of the C Shares shall be distributed amongst the C Shareholders in proportion to the amounts paid up on the C Shares (excluding any premium) held by them respectively

2 4 2 Voting and General Meetings

2 4 2 1 Each holder of B Shares, each holder of Ordinary Shares,

other than the conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one eligible Director

- 5 3 If the total number of Directors in office for the time being is less than the quorum required, the Directors must not take any decision other than a decision

5 3 1 to appoint further Directors, or

5 3 2 to call a general meeting so as to enable the Members to appoint further Directors

6 CASTING VOTE

- 6 1 If the numbers of votes for and against a proposal at a meeting of the Board are equal, the chairman or other Director chairing the meeting shall not have a casting vote

7 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

- 7 1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company

7 1 1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,

7 1 2 shall be an eligible Director for the purposes of any proposed decision of the Board (or committee of the Board) in respect of such contract or proposed contract in which he is interested,

7 1 3 shall be entitled to vote at a meeting of the Board (or of a committee of the Board) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested,

7 1 4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,

7 1 5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and

7 1 6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any

OIP = the Issue Price per Ordinary Share for the Ordinary Shares first subscribed on publication by the Company of an information memorandum or similar document inviting subscriptions for Ordinary Shares

- 2 7 The Company shall be entitled at any time to redeem all of the Deferred Shares for an aggregate consideration of 1 penny
- 2 8 On an Exit Opportunity, where there is no Surplus, the holders of the D Shares shall solely be entitled to £0 01 per D Share
- 2 9 On an Exit Opportunity, where there is a Surplus, each holder of D Shares shall be entitled to the Surplus per D Share held, but (for the avoidance of doubt) not the Issue Price in respect of that D Ordinary Share
- 2 10 On an Exit Opportunity, the Exit Proceeds shall be distributed in the following priority
 - 2 10 1 to the D Shares, the Surplus per D Share, and
 - 2 10 2 to the holders of the Deferred Shares together £0 01, and
 - 2 10 3 the holders of the B Ordinary Shares, C Ordinary Shares and the Ordinary Shares pro rata to the number of Shares of such class held, the balance of the Exit Proceeds

DIRECTORS

3 UNANIMOUS DECISIONS

- 3 1 A decision of the Board is taken in accordance with this article when all eligible Directors indicate to each other by any means that they share a common view on a matter
- 3 2 Such a decision may take the form of a resolution in writing, where each eligible Director has signed one or more copies of it, or to which each eligible Director has otherwise indicated agreement in writing
- 3 3 A decision may not be taken in accordance with this article if the eligible Directors would not have formed a quorum at such a meeting

4 CALLING A BOARD MEETING

- 4 1 Any Director may call a meeting of the Board by giving notice of the meeting to the Directors (save where it is necessary to call a bona fide emergency meeting of the Board) or by authorising the company secretary (if any) to give such notice
- 4 2 Notice of a Board meeting shall be given to each Director in writing

5 QUORUM FOR BOARD MEETINGS

- 5 1 Subject to article 5 2, the quorum for the transaction of business at a meeting of the Board is any two eligible Directors
- 5 2 For the purposes of any meeting (or part of a meeting) held pursuant to article 8 to authorise a Director's conflict, if there is only one eligible Director in office

other than the conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one eligible Director

- 5 3 If the total number of Directors in office for the time being is less than the quorum required, the Directors must not take any decision other than a decision

5 3 1 to appoint further Directors, or

5 3 2 to call a general meeting so as to enable the Members to appoint further Directors

6 CASTING VOTE

- 6 1 If the numbers of votes for and against a proposal at a meeting of the Board are equal, the chairman or other Director chairing the meeting shall not have a casting vote

7 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

- 7 1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company

7 1 1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,

7 1 2 shall be an eligible Director for the purposes of any proposed decision of the Board (or committee of the Board) in respect of such contract or proposed contract in which he is interested,

7 1 3 shall be entitled to vote at a meeting of the Board (or of a committee of the Board) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested,

7 1 4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,

7 1 5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and

7 1 6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any

such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

8 DIRECTORS' CONFLICTS OF INTEREST

8 1 The Board may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**)

8 2 Any authorisation under this article 8 will be effective only if

8 2 1 to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine,

8 2 2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and

8 2 3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted

8 3 Any authorisation of a Conflict under this article 8 may (whether at the time of giving the authorisation or subsequently)

8 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,

8 3 2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,

8 3 3 provide that the Interested Director shall or shall not be an eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict,

8 3 4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Board thinks fit,

8 3 5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence, and

8 3 6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Board and be excused from reviewing papers prepared by, or for, the Board to the extent they relate to such matters

- 8 4 Where the Board authorises a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Board in relation to the Conflict
- 8 5 The Board may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation
- 8 6 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Board or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

9 RECORDS OF DECISIONS TO BE KEPT

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

10 NUMBER OF DIRECTORS

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

11 APPOINTMENT OF DIRECTORS

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

12 APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

- 12 1 Any Director (**appointor**) may appoint as an alternate any other Director, or any other person approved by resolution of the Board, to

12 1 1 exercise that Director's powers, and

12 1 2 carry out that Director's responsibilities,

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

- 12 2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the Board

- 12 3 The notice must

12 3 1 identify the proposed alternate, and

- 12 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice

13 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

- 13 1 An alternate director may act as alternate director to more than one Director and has the same rights in relation to any decision of the Board as the alternate's appointor

- 13 2 Except as the Articles specify otherwise, alternate directors

- 13 2 1 are deemed for all purposes to be Directors,

- 13 2 2 are liable for their own acts and omissions,

- 13 2 3 are subject to the same restrictions as their appointors, and

- 13 2 4 are not deemed to be agents of or for their appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of the Board and of all meetings of committees of the Board of which his appointor is a member

- 13 3 A person who is an alternate director but not a Director

- 13 3 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating),

- 13 3 2 may participate in a unanimous decision of the Board (but only if his appointor is an eligible Director in relation to that decision, but does not participate), and

- 13 3 3 shall not be counted as more than one Director for the purposes of articles 13 3 1 and 13 3 2

- 13 4 A Director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the Board (provided that his appointor is an eligible Director in relation to that decision), but shall not count as more than one Director for the purposes of determining whether a quorum is present

- 13 5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his appointor but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company

14 TERMINATION OF ALTERNATE DIRECTORSHIP

- 14 1 An alternate director's appointment as an alternate terminates

- 14 1 1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,

14 1 2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director,

14 1 3 on the death of the alternate's appointor, or

14 1 4 when the alternate's appointor's appointment as a Director terminates

15 SECRETARY

The Board may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Board so decides, appoint a replacement, in each case by a decision of the Board

DECISION MAKING BY SHAREHOLDERS

16 POLL VOTES

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

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

17 PROXIES

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

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

18 TRANSFER OF SHARES

18 1 Subject to the provisions contained in this regulation and these Articles, Shares shall be transferable by written instrument in any common form signed by or on behalf of the transferor and (unless the Shares are fully paid) the transferee or by means of a relevant system for the purposes of the Uncertificated Securities Regulations 2001 in the case of Shares held in uncertificated form and the transferor shall be deemed to remain the holder of the Share until the name of the transferee is entered in the register of Members as the holder of that Share

18 2 The Board may decline to register any transfer of a Share which is not fully paid without assigning any reason, and may also decline to register any transfer of any Share on which the Company has a lien The Board may suspend the

registration of transfers for such periods (not exceeding 30 days in any year) as they may determine. The Board may decline to recognise any instrument of transfer unless

- 18.2.1 the instrument of transfer is duly stamped and accompanied by such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer,
- 18.2.2 it relates only to Shares, and
- 18.2.3 it is in favour of no more than four transferees,

and if the Board so declines, the instrument of transfer must be returned to the transferee with written notice of refusal to register unless the Board suspects the proposed transfer may be fraudulent

- 18.3 A C Shareholder may not or may not purport to transfer any C Share or any interest in any C Share prior to an Exit Date without the prior written consent of the Board, unless that transfer is made in accordance with article 19 (Drag Along Rights), article 20 (Tag Along Rights) or article 21 (Prohibited Transfers)
- 18.4 If the Board refuses to register a transfer of any Shares it shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal
- 18.5 No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any Share
- 18.6 All instruments of transfer which are registered shall be retained by the Company, but any instrument of transfer which the Board refuse to register shall be returned to the person depositing it
- 18.7 The personal representatives of a deceased sole holder of a Share shall be the only persons recognised by the Company as having any title to the Share. In the case of a Share registered in the names of two or more holders, the survivors or survivor, or the personal representatives of a deceased last survivor, shall be the only persons recognised by the Company as having any title to the Share
- 18.8 Any person becoming entitled to a Share in consequence of the death or bankruptcy of a Member shall, upon such evidence being produced as may from time to time be required by the Board, have the right, either to be registered as a Member in respect of the Share, or, instead of being registered himself, to make such transfer of the Share as the deceased or bankrupt Member could have made, but the Board shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by the deceased or bankrupt before the death or bankruptcy
- 18.9 A person becoming entitled to a Share by reason of the death or bankruptcy of the holder shall be entitled to the rights to which he would be entitled if he were the registered holder of the Share, except that he shall not, before being registered as the holder of the Share, be entitled in respect of it to attend or vote at meetings of the Company or of any class of its Members

19 **DRAG ALONG RIGHTS**

19 1 If Members holding at least a majority of the Ordinary Shares (the **Selling Shareholders**) wish to transfer any interest in shares where that transfer would result in a Change of Control, the Selling Shareholders shall have the option (the **Drag Along Option**) to require all the other holders of Shares to transfer all their Shares to the Third Party Purchaser (or as the Third Party Purchaser shall direct) in accordance with this article

19 2 The Selling Shareholders may exercise the Drag Along Option by giving notice to that effect (a **Drag Along Notice**) to all other holders of Shares (the **Dragged Shareholders**) A Drag Along Notice shall specify that the Dragged Shareholders are required to transfer all their shares (the **Dragged Shares**) pursuant to article 19 1 of these Articles, the specified price at which the Dragged Shares are to be transferred (calculated in accordance with article 19 3) and give reasonable detail of the terms of the offer received by the Selling Shareholders, and the proposed date of transfer Where the Selling Shareholders or any of them have served a Drag Along Notice no transfer of all or any of the Selling Shareholders' shares may take place until on or after the fifth Business Day after agreement or determination of the specified price (as defined below)

19 3 For the purposes of article 19 2

19 3 1 the expression '**specified price**' means the highest of

19 3 1 1 a price per Share equal to the highest price offered by the Third Party Purchaser to the Member or Members who have agreed to sell Shares to him or who have executed a transfer in his favour plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of such Shares which, having regard to the substance of the transaction as a whole, can reasonably be regarded as part of the overall consideration paid or payable for the specified Shares, and

19 3 1 2 a price per share equal to the amount paid up or credited as paid up on the Share concerned

19 3 2 if the specified price or its cash equivalent cannot be agreed within fifteen Business Days of the proposed sale, transfer or other disposition referred to in article 19 1, it may be referred to the Auditors of the Company by any Member and, pending its determination, the sale, transfer or other disposition shall have no effect

19 4 Completion of the sale of the Dragged Shares under this article 19 shall take place on the same date as the date proposed for completion of the sale of the Selling Shareholders' shares unless

19 4 1 all of the Dragged Shareholders and the Selling Shareholders agree otherwise, or

19 4 2 that date is less than five Business Days after the agreement or

determination of the specified price, where it shall be deferred until the fifth Business Day after agreement or determination of the specified price

20 TAG ALONG RIGHTS

- 20 1 If Members holding at least a majority of the Ordinary Shares (**Proposed Sellers**) propose to sell, in one or a series of related transactions, a majority in nominal value of the shares (a **Majority Holding**) to any person, the Proposed Sellers may only sell the Majority Holding if they comply with the provisions of this article 20
- 20 2 The Proposed Sellers shall give written notice (**Proposed Sale Notice**) to the other holders of the equity share capital in the Company of such intended sale at least ten Business Days prior to the date thereof. The Proposed Sale Notice shall set out, to the extent not described in any accompanying documents, the identity of the proposed buyer (**Proposed Buyer**), the purchase price and other terms and conditions of payment, the proposed date of sale (**Proposed Sale Date**) and the number of Shares proposed to be purchased by the Proposed Buyer (**Proposed Sale Shares**)
- 20 3 Any other holder of equity share capital in the Company shall be entitled, by written notice given to the Proposed Sellers within five Business Days of receipt of the Proposed Sale Notice, to require the Proposed Sellers to procure that the Proposed Buyer shall make an offer to buy all of his Shares on the same terms and conditions as those set out in the Proposed Sale Notice
- 20 4 If any other holder of equity share capital in the Company is not given the rights accorded him by the provisions of this article, the Proposed Sellers shall be required not to complete their sale and the Company and the Board shall be bound to refuse to register any transfer intended to carry such a sale into effect
- 20 5 A Member who sells shares to a Proposed Buyer under this article 20 in response to a Proposed Sale Notice shall not be required to give any warranties (other than as to his title to sell his shares free from Encumbrances) or indemnities the purchaser of such shares

21 COMPULSORY TRANSFERS

- 21 1 In this Article 21, a **Transfer Event** means, in relation to a C Shareholder and prior to an Exit Date

21 1 1 a Member who is an individual

21 1 1 1 becoming bankrupt, or

21 1 1 2 dying, or

21 1 1 3 suffering from mental disorder and being admitted to hospital or becoming a patient for any purpose of any enactment relating to mental health, or

21 1 1 4 ceasing to be a Director, or

21 1 1 5 ceasing to be an employee of the Company

- 21 1 1 6 a Member making any arrangement or composition with his creditors generally,
- 21 1 1 7 a Member attempting to deal with or dispose of any share or any interest in it otherwise than in accordance with this Article 21 (Compulsory Transfers) and the Directors resolving within one month after becoming aware of it that such event is a Transfer Event in relation to that C Shareholder for the purposes of this Article 21
- 21 2 Upon the happening of any Transfer Event, the C Shareholder in question shall be deemed to have immediately given a Transfer Notice in respect of all the C shares then held by them (a **Deemed Transfer Notice**) For the avoidance of doubt, the provisions of this Article 21 shall not apply to Ordinary Shares or B Shares held by a Member
- 21 3 Each Deemed Transfer Notice shall
 - 21 3 1 constitute the Board (excluding where relevant the Transferor) as the agent of the Transferor for the sale of the Sale Shares on the terms of this Article 21,
 - 21 3 2 be deemed to have been given on the date of the Transfer Event or, if later, the date of the first meeting of the Board at which details of the facts or circumstances giving rise to the Deemed Transfer Event are tabled,
 - 21 3 3 be irrevocable save with the consent of the Board, and
 - 21 3 4 be deemed to be in respect of all C Shares held by the Transferor
- 21 4 The Sale Price for any Sale shares which are the subject of a Deemed Transfer Notice shall
 - 21 4 1 in the case of a Good Leaver be the price per Sale share agreed between the Transferor and the Board or, in default if agreement their Market Value as at the deemed date of service of the Deemed Transfer Notice, and
 - 21 4 2 in the case of a Bad Leaver, be the subscription value of the Shares or, if less their Market Value (the **Minimum Price**)
- 21 5 Within 10 Business Days of agreement or determination of the Sale Price in accordance with Article 21 4
 - 21 5 1 in the case of a transfer by a B Member, the Ordinary Shareholders may elect by written notice to the Board to purchase some or all of the Sale Shares at the Sale Price and otherwise subject to the terms specified in the Transfer Notice (**Exercise Notice**)
- 21 6 If an Exercise Notice has not been served in respect of all Sale Shares within the period specified in Article 21 6 the Directors shall offer the Sale Shares (or such number of them as are not specified in the Exercise Notice) (the **Remaining Sale Shares**) for purchase at the Sale Price by a written offer notice (**Offer Notice**) to be served on the B Shareholders and the Company

within five Business Days of the Transfer Notice

21 7 An Offer Notice shall

21 7 1 specify the Sale Price,

21 7 2 expire fifteen Business Days after its service,

21 7 3 contain the other details required to be included in the Transfer Notice, and

21 7 4 invite the B Shareholders and the Company to apply in writing, before expiry of the Offer Notice, to purchase the numbers of the Remaining Sale Shares specified by them in their application

21 8 After the expiry date of the Offer Notice (or, if earlier, upon valid applications being received from each of the Members) the Board shall allocate the Sale Shares in accordance with the applications received, subject to the other provisions of these Articles, save that

21 8 1 if there are applications from Members for more than the number of the Sale Shares available, they shall be allocated to those applicants in proportion (as nearly as possible but without allocating to any Member more Sale Shares than the maximum number applied for by him) to the number of Shares then held by them respectively,

21 8 2 if there are applications for less than the number of Remaining Sale Shares available after an Offer Notice has been served on the B Shareholders in accordance with Article 21 7 above, an Offer Notice in respect of these Remaining Sale Shares shall be served upon the Company who may buy-back the Remaining Sale Shares (subject always to the Act),

21 8 3 if it is not possible to allocate any of the Remaining Sale Shares without involving fractions, those fractions shall be aggregated and allocated amongst the applicants in such manner as the Board thinks fit

21 9 The Board shall, within five Business Days of the expiry of the Offer Notice, give notice in writing (a **Sale Notice**) to the Transferor and to each person to whom Sale Shares have been allocated (each a **Purchaser**) specifying the name and address of each Purchaser, the number of Sale Shares allocated to him, the price payable for them, and the time for completion of each sale and purchase

21 10 Completion of a sale and purchase of Sale Shares pursuant to a Sale Notice shall take place at the registered office of the Company at the time specified in the Sale Notice (being not less than one week nor more than one month after the expiry of the Offer Notice, unless agreed otherwise in relation to any sale and purchase by the Transferor and the Purchaser(s) concerned) when the Transferor shall, upon payment to him of the Sale Price in respect of the Sale Shares allocated to the Purchaser, transfer those Sale Shares and deliver a duly executed stock transfer form in favour of the Purchaser and the relative share certificates to that Purchaser. Article 21 13 shall for the avoidance of doubt apply in the event a Transferor fails to transfer shares when required

- 21 11 Subject to Article 21 12 the Transferor may, during the three month period falling after the expiry of the Offer Notice, sell any Sale Shares for which a Sale Notice has not been given by way of bona fide sale to the Proposed Transferee at any price per Sale Share which is not less than the Sale Price, without any deduction, rebate or allowance to the Proposed Transferee provided that if the Transfer Notice contained a Total Transfer Condition, the Transferor shall not be entitled to sell only some of the Sale Shares, save with the prior written consent of all the other Members
- 21 12 Prior to making a sale of any Sale Shares to the Proposed Transferee named in the Transfer Notice pursuant to Article 21 11, the Transferor shall give not less than ten Business Days' notice in writing of the proposed transfer (including the Sale Price per Sale share) to the Company (**Final Transfer Notice**) Within two Business Days of receipt of the Final Transfer Notice the directors shall furnish a copy of the Final Transfer Notice to all Members other than the Transferor and if within five Business Days of service of the Final Transfer Notice on the Company, any Member gives written notice (**Final Offer Notice**) of his intention to the Company to acquire any of the Sale shares on the terms of the Final Transfer Notice and deposits with the Company the price specified in the Final Transfer Notice for the Sale shares he has stated he wishes to acquire, the Transferor shall not proceed with the transfer to the Proposed Transferee of Sale Shares the subject of a Final Offer Notice, and shall, subject as follows, be bound to sell those Sale Shares to any Member serving a Final Offer Notice and making a deposit of the relevant aggregate price for the Sale Shares with the Company

For the purposes of this Article

- 21 12 1 Articles 21 8 1 and 21 8 2 shall apply if the Company shall have received Final Offer Notices in respect of more Sale Shares than are the subject of a Final Transfer Notice
- 21 12 2 On expiry of the period of five Business Days following service of the Final Transfer Notice, the Company, if it has received Final Offer Notices, shall notify the Transferor and each person to whom Sale Shares have been allocated (each a **Purchaser**) in writing of the name and address of each Purchaser, the number of Sale Shares allocated to him, the price payable for them and the time of completion of each sale and purchase
- 21 12 3 Completion of each sale and purchase of Sale Shares pursuant to this Article 21 12 shall take place within two weeks of the service of the relevant Final Offer Notice at which time the Company shall pay the sale price deposited with it in respect of the relevant Sale Shares to the Transferor and the Transferor shall deliver a duly executed stock transfer form in favour of the Purchaser and the relative share certificate to the Company
- 21 12 4 Article 21 13 shall for the avoidance of doubt apply in the event a Transferor fails to transfer shares when required under Article 21 12
- 21 13 If a Transferor fails to transfer any Sale Shares when required pursuant to these Articles, the directors may authorise any person (who shall be deemed to be the attorney of the Transferor for the purpose) to execute the necessary transfer of such Sale Shares and deliver it on the Transferor's behalf The

Company may receive the purchase money for the Sale Shares from the Purchaser and shall, upon receipt of the transfer duly stamped, register the Purchaser as the holder of those Sale Shares. The Company shall hold the purchase money in a separate bank account on trust for the Transferor but shall not be bound to earn or pay interest on any money so held. The Company's receipt for the purchase money shall be a good discharge to the Purchaser (who shall not be concerned to see to the application of it) and, after the name of the Purchaser has been entered in the register of Members in purported exercise of the power conferred by this Article, the validity of that exercise shall not be questioned by any person. If the Purchaser shall fail to deliver the purchase monies to the Transferor on the completion date the purchase monies shall bear interest at the Default Interest Rate calculated on a daily basis and compounded monthly.

21 14 If instructed to report on their opinion of Market the Valuers shall act as an expert and not as an arbitrator and their written determination shall be final and binding on the Members, save in the case of manifest error, and proceed on the basis that

21 14 1 the open market value of each Sale Share shall be the sum which a willing purchaser would agree with a willing vendor to be the purchase price for all the Shares, divided by the number of issued Shares then in issue, and

21 14 2 take full account of the rights and other restrictions attaching to the Sale Shares including any discount by reference to the size of the holding the subject of the Deemed Transfer Notice and in relation to any restrictions on the transferability of the Sale Shares and any difficulty in applying either of the foregoing bases shall be resolved by the Valuers as they think fit in their absolute discretion

21 15 The Company will use its best endeavours to procure that the Valuers deliver their written opinion of the Market Value to the Directors and the Transferor within twenty Business Days of the Directors electing to instruct them under this Article 21 or otherwise

21 16 The Valuers' fees for reporting on their opinion of the Market Value shall be borne as to one half by the Transferor and as to the other half by the Purchasers pro rata to the number of Sale shares purchased by them unless none of the Sale shares are purchased by the other Members pursuant to this Article 21 when the Transferor shall pay all of the Valuer's fees

22 PROHIBITED TRANSFERS

Notwithstanding any other provision of these Articles, no transfer of any Share shall be registered if it is to any infant, bankrupt, trustee in bankruptcy or person of unsound mind

ADMINISTRATIVE ARRANGEMENTS

23 MEANS OF COMMUNICATION TO BE USED

23 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient

- 23 1 1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),
- 23 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- 23 1 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
- 23 1 4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this article, no account shall be taken of any part of a day that is not a working day

- 23 2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act

24 INDEMNITY

- 24 1 Subject to article 24 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

- 24 1 1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer

- 24 1 1 1 in the actual or purported execution and/or discharge of his duties, or in relation to them, and

- 24 1 1 2 in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

- 24 1 1 3 including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs, and

- 24 1 2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 24 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure
- 24 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law
- 24 3 In this article
- 24 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- 24 3 2 a **relevant officer** means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor)
- 25 **INSURANCE**
- 25 1 The Board may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss
- 25 2 In this article
- 25 2 1 a **relevant officer** means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor),
- 25 2 2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and
- 25 2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate