

Company Number 8827353
COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS

of

ONE REBEL LTD (Company)

Circulation date 27 June 2014

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (Act) the directors of the Company propose that resolution 1 is passed as an ordinary resolution and resolutions 2, 3 and 4 are passed as special resolutions

Ordinary Resolution

- 1 THAT, in accordance with section 551 of the Act and subject to the passing of resolution 2, the directors be unconditionally authorised to allot 628,800 A Ordinary Shares of £0.01 each and 1,750,000 B Investment Shares of £0.01 each in the capital of the Company. Unless renewed, varied or revoked by the Company, this authority shall expire on 27 June 2019 save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted and the directors may allot shares in pursuance of such offer or agreement notwithstanding that the authority conferred by the resolution has expired

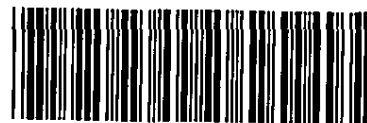
Special Resolutions

- 2 THAT, in accordance with section 618 of the Act, the 29,692 Ordinary Shares of £1 each in the issued share capital of the Company be subdivided into 2,969,200 Ordinary Shares of £0.01 each and reclassified as "A Ordinary Shares", such shares having the same rights and being subject to the same restrictions (save as to nominal value) as set out in the new articles to be adopted pursuant to Resolution 4 below
- 3 THAT, in accordance with section 571 of the Act and subject to the passing of resolution 1 above, the directors of the Company be given the general and unconditional authority to allot, for cash, the shares set out in resolution 1, up to an aggregate nominal amount of £23,358 as if section 561(1) of the Act did not apply to any such allotment
- 4 THAT new articles of association of the Company in the form annexed to these Resolutions be and are hereby adopted as the articles of association of the Company in substitution for any previous memorandum and articles of association of the Company

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the resolutions set out in it (**Resolutions**)

The undersigned, being a person entitled to vote on the Resolutions on 27 June 2014, hereby irrevocably agrees to the Resolutions



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16/07/2014

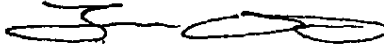
#301

COMPANIES HOUSE

Signed by **Michael Balfour**

Date

Signed by **James Balfour**



Date

30.6.2014

Signed by **Giles Dean**



Date

30.6.2014

NOTES

- 1 You can choose to agree to all of the Resolutions or none of them, but you cannot agree to only some of the Resolutions. If you agree to all of the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods

By hand delivering the signed copy to Giles Dean

Post returning the signed copy by post to Giles Dean

E-mail by attaching a scanned copy of the signed document to an e-mail and sending it to giles@onerebel.com

If you do not agree to all of the Resolutions, you do not need to do anything you will not be deemed to agree if you fail to reply

- 2 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement
- 3 Unless, by [] 2014, sufficient agreement has been received for the Resolutions to pass, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date
- 4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

The undersigned, being a person entitled to vote on the Resolutions on June 2014, hereby
irrevocably agrees to the Resolutions

Signed by **Michael Balfour**



Date

... 30 June 2014

Signed by **James Balfour**

Date

Signed by **Giles Dean**

Date

NOTES

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If you do not agree to all of the Resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply

2 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement

3 Unless, by 31 July 2014, sufficient agreement has been received for the Resolutions to pass, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date

4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members

5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
ONE REBEL LIMITED (THE "COMPANY")

(adopted by special resolution passed on 30 June 2014)

1 PRELIMINARY

1.1 The regulations referred to in regulation 2, and set out in schedule 1, of The Companies (Model Articles) Regulations 2008 (the "**Model Articles**") apply to the Company except to the extent that they are excluded and modified by these Articles, and are to the exclusion of all other regulations and Articles.

1.2 The registered office of the Company will be situated in England and Wales.

2 DEFINED TERMS

2.1 In the Articles, unless the context requires otherwise

"**A Ordinary Share**" means an A ordinary share of £0.01 in the capital of the Company having the rights and being subject to the restrictions set out in these Articles

"**Act**" means the Companies Act 2006

"**Acting in Concert**" has the meaning given to it in the City Code on Takeovers and Mergers

"**Alternate**" or "**Alternate Director**" has the meaning given in Article 8

"**Appointor**" has the meaning given in Article 8

"**Approved Offer**" means an arm's length offer in writing for all the A Ordinary Shares and B Investment Shares in issue (including any A Ordinary Shares which may be allotted during the offer period or upon the offer becoming unconditional pursuant to the exercise or conversion of options or rights to subscribe for or securities convertible into A Ordinary Shares in existence at the date of such offer) on equal terms (unless in the case of a particular member less favourable terms are agreed in writing with that member) and which:

- (a) is stipulated to be open for acceptance for at least 15 Business Days;
- (b) includes an undertaking by the offeror that neither it nor any person acting by agreement or understanding with it have entered into more favourable terms or have agreed more favourable terms with any other member for the purchase of A Ordinary Shares;
- (c) is for aggregate consideration not less than the Relevant Amount; and

(d) has the prior written approval of the Board

"Articles" means the articles of association of the Company

"Asset Sale" means the sale, transfer or disposal of all or substantially all of the assets of the Company and any subsidiary and any holding company of the Company and any subsidiary of such holding company taken as a whole by way of any single transaction or series of transactions

"B Investment Share" means a B investment share of £0.01 in the capital of the Company having the rights and being subject to the restrictions set out in these Articles

"Bad Leaver" means:

- (a) in respect of Mike Balfour, James Balfour, Giles Dean or Zillah Bing Maddick, such person who:
 - (i) materially breaches the terms of any non-compete undertaking granted by him or her in favour of any Group Company;
 - (ii) is summarily dismissed from employment by a Group Company provided that such dismissal is in accordance with the terms of that member's contract of employment with the Group Company; or
 - (iii) who resigns his employment from a Group Company in circumstances where the relevant Group Company would have been entitled to summarily dismiss him provided that such dismissal would have been in accordance with the terms of that member's contract of employment with the Group Company, or
- (b) in respect of any member other than Mike Balfour, James Balfour, Giles Dean or Zillah Bing Maddick, such person who ceases to be an employee of a Group Company unless
 - (iv) he is immediately employed by another Group Company; or
 - (v) such cessation is as a result of:
 - 1. his death, or
 - 2. his permanent incapacity through ill health

"Beneficial Owner" means the beneficial owner of any Shares

"Board" means the board of Directors of the Company from time to time

"Business Day" means a day (other than Saturday or Sunday) on which banks are generally open in London for normal business

"Bad Leaver Shares" means A Ordinary Shares held by a Bad Leaver or a Connected Person of a Bad Leaver on the Bad Leaver Transfer Date and any A Ordinary Shares that (as at the Bad Leaver Transfer Date) have been transferred by that Bad Leaver (or a Connected Person of that Bad Leaver) pursuant to Article 17

"Bad Leaver Transfer Date" means the date on which a member becomes a Bad Leaver

"Conflict of Interest" includes a conflict of duties, or a conflict of interest and duty, or a potential conflict

"Connected Person" shall have the meaning defined by section 1122 of the CTA 2010

"Director" includes a former Director or a shadow Director to the extent that the general duties apply to them and the definition of "Director" in regulation 1 of the Model Articles is modified accordingly

"company" includes (except when referring to the Company) any body corporate, partnership, limited liability partnership, unincorporated business or association or other body

"Connected Company" means:

- (a) any associated body corporate (as defined in section 256 of the Act) of the Company;
- (b) any company which is controlled by any person or group of persons who have control of the Company (to "control" a body corporate meaning to be entitled to exercise or to control the exercise of more than 50% of the voting power at any general meeting of that body corporate),
- (c) any company promoted by the Company or in which the Company is in any way interested; and
- (d) any company with which the Company is engaged in any joint venture or joint enterprise.

"Connected Persons" has the meaning given to it in section 1122 of the Corporation Tax Act 2010

"Controlling Interest" means the holding of A Ordinary Shares (or the right to exercise the votes attaching to A Ordinary Shares) which confer in aggregate 50% or more of the total voting rights conferred by all the A Ordinary Shares for the relevant time being in issue

"Directors" means the Directors of the Company from time to time

"Disposal" means other than pursuant to an intra-group reorganisation, the sale or other disposal (whether by one transaction or series of related transactions) of the whole or substantially the whole of the assets or undertaking of the Company

"Employee Share Option Plan" means the employee share option plan or plans of the Company from time to time in effect

"Employee Trust" means a trust approved by the Board whose beneficiaries are bona fide Directors, employees or future Directors and/or employees of any Group Company

"ESOP Limit" means 10% of the Fully Diluted Share Capital

"ESOP Shares" means Shares issued or to be issued (i) pursuant to any Employee Share Option Plan or (ii) by or to any Employees' Trust

"Exit Event" means any of

- (a) a Disposal,

- (b) a Share Sale;
- (c) a Liquidation; or
- (d) a Listing;

"FSMA" means the Financial Services and Markets Act 2000

"Fully Diluted Share Capital" means the aggregate at the relevant time of

- (a) all Shares, and
- (b) all Shares which would be issued if all the Options had been exercised to their maximum extent, whether or not such Options are by their terms then currently exercisable

"Group Company" means the Company or a Subsidiary of the Company or a Holding Company of the Company or a Subsidiary of the Holding Company of the Company

"Holder" in relation to shares means the member whose name is entered in the register of members as the holder of the shares

"Independent Expert" means an independent firm of chartered accountants agreed for the purpose by the parties concerned or, in default of agreement within five Business Days of any party concerned proposing a firm, appointed by the incumbent president of the Institute of Chartered Accountants in England and Wales

"Investor" means Chancery Investment Partners Nominee Limited (a company registered in England and Wales with company number 09029763) whose registered office is at Seebeck House, 1 Seebeck Place, Knowlhill, Milton Keynes, Buckinghamshire MK5 8FR or its permitted successors and assigns

"Investor Representative" means Gary Robins or such other person as the Investor shall notify to the Company in writing from time to time

"Invitees" means a person or persons selected by the Board (in the 50 Business Days immediately following the date on which the Transfer Price is fixed, agreed or determined) being any employee or officer of the Company or Group Company or prospective employee or officer of the Company or Group Company or the trustees of an Employee Trust

"Leaver" means a member who is not a Bad Leaver and who ceases to be employed by a Group Company (unless he is immediately employed by another Group Company)

"Leaver Shares" means A Ordinary Shares held by a Leaver or a Connected Person of a Leaver on the Leaver Transfer Date and any A Ordinary Shares that (as at the Leaver Transfer Date) have been transferred by that Leaver (or a Connected Person of that Leaver) pursuant to Article 17

"Leaver Transfer Date" means the date on which a member becomes a Leaver

"Liquidation" means the passing of a resolution for the winding-up of the Company

"Listing" means the unconditional granting of permission for any of the A Ordinary Shares to be dealt in on any recognised investment exchange (as defined in section 285 of FSMA) and **"Listed"** will be construed accordingly

"Manager" means any person who is or has at any time been employed by any Group Company

"Options" means any option, warrant, security, right or other instrument convertible into or exchangeable or exercisable for, or otherwise giving the holder thereof the right to acquire, directly or indirectly, any Shares

"Proceeds Available for Distribution" means:

- (a) on a Listing, the valuation placed on all of the A Ordinary Shares on the date on which all or any of the A Ordinary Shares are Listed (subject only (where relevant) to any announcement under the rules of the UK Listing Authority or under equivalent rules applicable in any other jurisdiction), as shown in the prospectus or listing particulars published in connection with the Listing, less the gross amount of any new money raised by the Company in connection with the Listing from a subscription for new Shares,
- (b) on an Asset Sale, the total consideration paid or payable for the assets sold or transferred (whether that consideration is to be satisfied in cash, shares, loan notes or a combination thereof or otherwise);
- (c) on a Share Sale, the total consideration paid or payable for all of the Shares (whether that consideration is to be satisfied in cash, shares, loan notes or a combination thereof or otherwise), and
- (d) on a Liquidation, the aggregate amount in money or money's worth available for distribution to Holders of Shares after payment of creditors,

in each case less the amount of costs and expenses reasonably and properly incurred and borne by the Company in respect of either of the above events

"Recognised Investment Exchange" bears the meaning set out in section 285 of FSMA

"Relevant Amount" means the amount paid up on subscription for each A Ordinary Share and B Investment Share currently in issue

"Share Sale" means the completion of any transaction or series of transactions in which any person, Connected Persons or group of persons Acting in Concert purchases or otherwise obtains a Controlling Interest

"Shares" means shares in the equity share capital of the Company and any shares derived therefrom whether by conversion, consolidation or subdivision or by way of rights or bonus issue or otherwise for the time being in issue

"Subsidiary" and **"Holding Company"** have the meanings ascribed to such expressions by section 1159 of the Act

"Transfer Notice" means a notice in writing to the Company notifying a wish to transfer A Ordinary Shares under these Articles

2 2 Unless the context otherwise requires words or expressions which have particular meanings in the Model Articles or in the Act have the same meanings in these Articles.

2.3 Unless it is specifically stated otherwise, any dispute as to value, or as to calculations or adjustments to be made, or as to amount, whether to or in respect of Exit Proceeds or otherwise pursuant to these Articles, will be referred immediately for final determination to the Independent Expert. The Independent Expert will act as expert and not as arbiter and, unless stated otherwise in these Articles, their costs will be borne as directed by the Independent Expert. The written certificate of the Independent Expert will be conclusive and binding on the Company and the members except in the case of fraud or manifest error

3 DECISION-MAKING BY DIRECTORS

3 1 Any decision of the Directors must be:

3.1.1 a majority decision at a Directors' meeting, or

3.1.2 a decision taken in accordance with regulation 8 of the Model Articles, or

3 1 3 in the form of a Directors' written resolution,

and regulation 7(1) of the Model Articles is modified accordingly.

4 QUORUM FOR DIRECTORS' MEETINGS

The quorum for Directors' meetings is 2 Directors.

5 CASTING VOTE

In the case of an equality of votes, the Chairman shall have a casting vote.

6 DIRECTORS' WRITTEN RESOLUTION

6 1 Any Director may propose a Directors' written resolution.

6 2 The Directors, or the company secretary (if one is appointed), must propose a Directors' written resolution if a Director so requests.

6 3 A Directors' written resolution is proposed by giving notice of the proposed resolution to the Directors.

6.4 Notice of proposed Directors' written resolution must indicate:

6 4 1 the proposed resolution, and

6.4.2 the time by which it is proposed that the Directors should adopt it

6.5 Notice of a proposed Directors' written resolution must be given in writing to each Director

6 6 Any decision which a person giving notice of a proposed Directors' written resolution takes regarding the process of adopting that resolution must be taken reasonably in good faith.

- 6 7 A proposed Directors' written resolution is adopted when all the Directors who would have been entitled to vote on the resolution at a Directors' meeting have signed one or more copies of it, provided that those Directors would have formed a quorum at such a meeting.
- 6 8 It is immaterial whether any Director signs the resolution before or after the time by which the notice proposed that it should be adopted
- 6.9 Once a Directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a Directors' meeting in accordance with the Articles.
- 6 10 The Directors, or the company secretary (if any), must ensure that the Company keeps a record, in Writing, of all Directors' written resolutions for at least 10 years from the date of their adoption

7 DIRECTORS' CONFLICTS OF INTEREST

- 7 1 Regulation 14 of the Model Articles does not apply.
- 7.2 This Article 7 contains provisions for dealing with Directors' conflicts of interest, so that the general duties of Directors set out in sections 171 to 177 of the Act (the "**general duties**") are not infringed by anything done (or omitted) by a Director in accordance with this Article. So far as is lawful, the general duties have effect subject to any authority given by or under this Article 7
- 7.3 The authorisations in this Article 7 are subject to any more restrictive provisions contained in any contract between a Director and the Company, in any applicable policy or code adopted by the Company or in any conditions imposed in any authorisation under this Article 7. If any such provisions require disclosure or prior approval of any conflict of interest or benefit otherwise authorised by this Article, or impose conditions on any such authorisation (which may include conditions permitted by Article 7 9), the authorisations in this Article apply only to the extent that those requirements or conditions are complied with; provided that the Directors may excuse any non-compliance either before or after it occurs.
- 7 4 A Director may be an officer or employee of, engaged in any other capacity in, or have a direct or indirect interest in:
- 7.4 1 any connected company;
 - 7 4 2 any company which does not compete to a material extent with the business of the Company,
 - 7.4 3 any company whose securities are dealt with on a Recognised Investment Exchange or on AIM or Plus (or any successors to such markets), provided the Director's interest is limited to a direct or indirect holding of securities not amounting to more than 5% of the equity share capital of that company,
 - 7 4 4 any trust or scheme whose primary purpose is the provision of pensions, life assurance or employee benefits or any employees' share scheme;

and may do anything in the ordinary course of acting in that character which is not calculated directly to harm the interests of the Company.

- 7.5 A Director may enter into any transaction in or relating to securities of the Company or its holding company or may have any interest arising as holder of securities of the Company or its holding company or in any transaction in his character as holder of such securities.
- 7.6 A Director may exploit any property, information or opportunity wholly outside the scope of the Company's business or that of its connected companies. This Article 7.6 does not authorise a Director to exploit property of the Company or confidential information of the Company or information received by the Company under a duty of confidentiality.
- 7.7 The Directors may authorise any matter proposed to them which otherwise would or might infringe the duty of a Director to avoid conflicts of interest. Provided that he has declared the nature and extent of his interest as if the matter were a transaction or arrangement with the Company in which he was interested, a Director may vote and be counted in the quorum on any resolution to authorise a conflict of interest of his and section 175(6) of the Act shall not apply.
- 7.8 The Directors may
- 7.8.1 give any such authorisation subject to such conditions as they think fit;
 - 7.8.2 vary or terminate the authorisation or waive, vary or terminate any such conditions at any time or excuse any non-compliance with such conditions either before or after it occurs, but any termination or variation will not affect anything done or omitted to be done by the Director prior to such termination or variation.
- 7.9 The conditions may include that the Director:
- 7.9.1 is to be excluded from discussions, whether at meetings of Directors or otherwise, relating to matters in respect of which he has the conflict of interest,
 - 7.9.2 is not to be given documents or information relating to matters in respect of which he has the conflict of interest;
 - 7.9.3 may not vote, or count in the quorum at any future meeting of Directors in relation to any resolution relating to matters in respect of which he has the conflict of interest.
- 7.10 A Director who holds a position outside the Company or its connected companies which does not give rise to a conflict of interest or which is authorised by or under this Article 7 who in that character obtains any information in respect of which he owes a duty of confidentiality to another person (other than a connected company or a Director of the Company) is under no obligation to disclose such information to the Company or to use or apply any such confidential information for the purpose of or in connection with the performance of his duties as a Director if to do so would amount to a breach of that confidence.
- 7.11 Any authorisation of a conflict of interest authorised by or under this Article 7 shall (unless the contrary intention appears) extend to any conflict of interest which may reasonably be expected to arise out of the matter authorised either at the time of giving the authority or subsequently.
- 7.12 A Director is not required to account to the Company for any remuneration, profit or other benefit which he gains from any matter in respect of which he has a conflict of interest which has been authorised by or under this Article 7, no contract, arrangement or transaction shall be avoided on

the grounds of any conflict of interest so authorised, and the receipt of such remuneration, profit or benefit shall not constitute a breach of the Director's duty not to accept benefits from third parties.

- 7.13 The Company may by ordinary resolution authorise or ratify any contract, transaction, arrangement, conflict of interest, acceptance of a benefit or other proposal which might otherwise infringe or may have infringed the general duties, including any contravention of any provision of this Article 7. When shareholders ratify a conflict of interest the vote of any shareholder who is also an interested Director will not be counted.

8 ALTERNATE DIRECTORS

- 8.1 Any Director (the "**Appointor**") may appoint as an Alternate any other Director, or any other person approved by resolution of the Directors, to

- 8.1.1 exercise that Director's powers, and
- 8.1.2 carry out that Director's responsibilities,

in relation to the taking of decisions by the Directors in the absence of the Alternate's Appointor.

- 8.2 Any appointment or removal of an Alternate must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Directors.

- 8.3 The notice must

- 8.3.1 identify the proposed Alternate, and
- 8.3.2 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.

9 RIGHTS OF ALTERNATE DIRECTORS

- 9.1 An Alternate Director has the same rights, in relation to any Directors' meeting or Directors' written resolution, as the Alternate's Appointor.

- 9.2 Except as the Articles specify otherwise, Alternate Directors

- 9.2.1 are deemed for all purposes to be Directors,
- 9.2.2 are liable for their own acts and omissions,
- 9.2.3 are subject to the same restrictions as their Appointors, and
- 9.2.4 are not deemed to be agents of or for their Appointors.

- 9.3 A person who is an Alternate Director but not a Director.

- 9.3.1 may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's Appointor is not participating), and

- 9 3.2 may sign a written resolution (but only if it is not signed or to be signed by that person's Appointor).

No Alternate may be counted as more than one Director for such purposes.

- 9 4 An Alternate Director is not entitled to receive any remuneration from the Company for serving as an Alternate Director except such part of the Alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company
- 9 5 An Alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his Appointor is a member, to attend and vote at any such meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his Appointor as a Director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an Alternate Director. But it shall not be necessary to give notice of such a meeting to an Alternate Director who is absent from the United Kingdom

10 TERMINATION OF ALTERNATE DIRECTORSHIP

- 10 1 An Alternate Director's appointment as an Alternate terminates
- 10.1.1 when the Alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
- 10 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,
- 10 1.3 on the death of the Alternate's Appointor, or
- 10.1.4 when the Alternate's Appointor's appointment as a Director terminates

11 ASSOCIATE DIRECTOR

- 11.1 The Directors may at any time and from time to time appoint any person to be an associate Director with a title including the word "**Director**". An associate Director is not a Director of the Company and is not a member of the Board. The Directors may define and limit the powers and duties of any associate Directors and may determine their remuneration, which may be in addition to their remuneration as managers or employees of the Company

12 SHARE CERTIFICATES

- 12 1 Sub-paragraph (d) of regulation 24(2) of the Model Articles shall not apply

13 SHARE RIGHTS

- 13 1 The share capital of the Company shall comprise A Ordinary Shares and B Investment Shares. The A Ordinary Shares and B Investment Shares shall rank *pari passu* in all respects, save as provided in these Articles

- 13.2 The B Investment Shares shall have no voting rights attached to them, and holders of B Investment Shares shall not have the right to receive notices of any general meetings, or the right to attend at such general meetings.
- 13.3 Subject to Article 13.4, any amounts that the Company may decide to distribute shall be distributed amongst the members pro rata to the aggregate number of Shares held by each of them.
- 13.4 No dividend shall be payable in respect of any Shares unless and until the amount of such dividend when aggregated with all dividends then payable to the holder of such Shares exceeds the sum of £50 and all the dividends declared but not paid pursuant to this Article 13.4 shall be held by the Company as dedicated retained dividends on trust for such holder of Shares and shall be payable to such persons either upon the winding up of the Company or when the cumulative value of such withheld dividends exceeds £50. For the avoidance of doubt, any retention of dividend payments pursuant to this Article 13.4 shall not prevent the payment of dividends in respect of other Shares where the amount payable exceeds the £50 threshold.
- 13.5 In an Exit Event, the total Proceeds Available For Distribution among the members will be distributed in the following order and priority:
- 13.5.1 first, in paying the Relevant Amount to the members as if all Shares constituted one class of shares pro rata to the amount subscribed per Share,
- 13.5.2 second, in paying any remaining Proceeds Available For Distribution to the members pro rata to the aggregate number of Shares held by them respectively as if all the Shares constituted one class of share.
- 13.6 Sections 561 and 562 of the Act shall not apply to the B Investment Shares and the B Investment Shares, notwithstanding any other provisions of these Articles, shall have no right of pre-emption on the issue or allotment of new Shares or on the transfer of existing Shares.
- 13.7 In the event of a Share Sale then, notwithstanding anything to the contrary in the terms and conditions governing such Share Sale the selling Holders of Shares shall immediately prior to such Share Sale procure that the consideration (whenever received) shall be placed in a designated trustee account and shall be distributed amongst such selling Holders of Shares in such amounts and in such order of priority as would be applicable on a return of capital pursuant to Article 13.5.
- 13.8 Upon the completion of an Asset Sale, all of the members shall procure that the Company is wound up and shall take all such steps as are required to wind up the Company and distribute the assets of the Company remaining after the payment of its liabilities to the members in accordance with Article 13.5.

14 PURCHASE OF OWN SHARES

- 14.1 Subject to the Act but without prejudice to any other provision of these Articles, save for as per Article 10.2 below, the Company may purchase its own shares with cash up to any amount in a financial year not exceeding the lower of
- 14.1.1 £15,000; and

14.1.2 the value of 5% of the Company's share capital

14 2 The provisions of Article 18 shall not apply to this Article.

15 RESTRICTIONS ON ALLOTMENT OF SHARES

15 1 Subject to the provisions of these Articles, the Directors are generally and unconditionally authorised, for the purpose of section 551 of the Act, to exercise any power of the Company to

15.1.1 offer or allot,

15 1 2 grant rights to subscribe for or to convert any security into, or

15 1.3 otherwise deal in, or dispose of,

any Shares in the Company to any person, at any time and subject to any terms and conditions as the Directors think proper

15 2 The authority referred to in Article 15.1:

15 2 1 shall be limited to Shares having a maximum aggregate nominal amount of £53,230 Shares or such other amounts as may from time to time be authorised by the Company by ordinary resolution,

15.2.2 shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by ordinary resolution, and

15.2.3 may only be exercised for a period of 5 years from the date of adoption of these Articles, save that the Directors may make an offer or agreement which would, or might, require shares to be allotted after the expiry of such authority (and the Directors may allot shares in pursuance of an offer or agreement as if such authority had not expired).

15.3 In accordance with section 570 of the Act, the Directors are generally empowered to allot equity securities (as defined in section 560 of the Act) pursuant to the authority conferred by article 15.1, as if section 561 of the Act did not apply to any such allotment, provided that this power shall:

15 3 1 be limited to the allotment of equity securities up to the aggregate nominal amounts as stated in article 15 2, and

15.3.2 expire on the date 5 years following the date of adoption of these articles (unless renewed, varied or revoked by the Company prior to or on that date) save that the Company may, before such expiry make an offer or agreement which would or might require equity securities to be allotted after such expiry

15.4 The rights attaching to any class of the Shares may not be amended or altered in any way unless previously approved by:

15 4 1 Holders of at least 75% of that class of Shares, and

15.4.2 Holders of at least 75% of the voting rights in respect of all Shares.

- 15.5 Subject to the provisions of the Acts, Shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the Company or the Holder on such terms and in such manner as may be provided by the Articles

16 ALLOTMENT OF SHARES

- 16.1 Any new Shares or other securities of the Company will be offered by the Directors for subscription to the holders of the A Ordinary Shares as nearly as possible, on the same terms (and, without prejudice to the generality of the foregoing, including any obligation to subscribe for other securities or provide debt to the Group which can reasonably be considered as a term of the offer to subscribe for new Shares) in such proportions as equal (as nearly as possible) the proportion of A Ordinary Shares held by them respectively at that time. As set out in Article 13 6, the B Investment Shares shall have no right of pre-emption in such circumstances
- 16 2 The offer will be made by notice specifying the number and class of Shares or securities offered, the price per Share or security, and a time (being not less than 10 Business Days) within which the offer, if not accepted, will be deemed to be declined. At the end of that period or, if earlier, on the receipt of an indication from the persons to whom such notice is given that they decline to accept some or all of the Shares or securities so offered, the Directors will offer the declined Shares or securities in the same proportions to the holders of A Ordinary Shares who have accepted all the Shares or securities initially offered to them. This further offer will be made in the same manner as the original offer but may, at the discretion of the Directors, be limited to a period of seven days after which it will (to the extent that any Shares or securities remain unaccepted) be deemed to have been withdrawn.
- 16 3 Any Shares or securities not taken up at the end of the procedure set out in Articles 16.1 and 16 2 may be offered by the Directors to a third party and, subject to these Articles and the provisions of the Act, such Shares or securities will be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms as they think fit. However
- 16.3.1 no Shares will be issued at a discount,
- 16.3.2 no Shares or securities will be issued more than three months after the end of the period for acceptance of the last offer of such Shares or securities under Articles 16 1 and 16.2 unless the procedure set out in those Articles is repeated in respect of such Shares or securities; and
- 16.3.3 no Shares or securities will be issued on terms which are more favourable than those on which they were offered to the members.
- 16.4 The provisions of sections 561 and 562 of the Act do not apply to the Company
- 16 5 If, due to any inequality between the number of new Shares or securities to be issued and the number of Shares held by members entitled to have the offer of new Shares or securities made to them, any difficulty arises in the apportionment of any such new Shares amongst the members, such difficulties will be determined by the Board.
- 16.6 Shares may be issued as nil paid, partly paid or fully paid

16.7 Regulation 24(2)(c) of the Model Articles shall be amended by the deletion of the words "that the shares are fully paid" and the insertion of the words "the extent to which the shares are paid up"

16.8 The Company may

16.8.1 grant options by such arrangements and on such terms as the Board shall decide; and

16.8.2 issue and allot ESOP Shares (or Options over the same) up to the ESOP Limit from time to time free of all or any rights of pre-emption of any kind whatsoever and howsoever arising (whether under the Articles or otherwise)

17 PERMITTED TRANSFERS

Any member may at any time transfer all or any of his Shares to any other person with the prior written consent of the Board and any such transfers shall be registered by the Board

18 SHARE TRANSFER PROCEDURE

18.1 Any member holding A Ordinary Shares who wishes to transfer any of such A Ordinary Shares (a "**Vendor**") otherwise than in accordance with Article 17 shall give a Transfer Notice to the Company of his wish specifying

18.1.1 the number of A Ordinary Shares which he wishes to transfer ("**Sale Shares**"),

18.1.2 the price per A Ordinary Share at which he wishes to sell such Sale Shares,

18.1.3 the name and address of any third party to whom he proposes to transfer the Sale Shares and the terms of any offer made by that third party, and

18.1.4 whether the Transfer Notice is conditional upon all and not part only of the Sale Shares so specified being sold pursuant to the offer hereinafter mentioned, and in the absence of such stipulation it shall be deemed not to be so conditional.

18.2 Where any Transfer Notice is given in accordance with Article 18.1, the sale price of the Sale Shares shall be the price per Share specified in the Transfer Notice pursuant to Article 18.1.2.

18.3 Where any Transfer Notice is deemed to have been given in accordance with these Articles, the deemed Transfer Notice shall be treated as having specified:

18.3.1 that all the A Ordinary Shares registered in the name of the Vendor shall be included for transfer,

18.3.2 that the sale price of the Sale Shares shall be determined in accordance with Articles 18.4 to 18.6, and

18.3.3 that the Transfer Notice is not conditional upon all and not part only of the A Ordinary Shares so specified being sold pursuant to the offer.

18.4 Where any Transfer Notice is deemed to have been given in accordance with these Articles, the Vendor and the Board shall seek to agree the sale price of the Sale Shares the subject of the deemed Transfer Notice within 10 Business Days of the date of the deemed Transfer Notice and,

if agreement is reached such agreed price shall be the sale price of the Sale Shares the subject of the deemed Transfer Notice.

- 18.5 In the event that agreement is not reached as to the sale price of the Sale Shares pursuant to Article 18.4 within 10 Business Days of the date of the Transfer Notice, the Board shall within 20 Business Days of receiving notice of the events giving rise to the deemed issue of such Transfer Notice having occurred instruct the Independent Expert to determine in accordance with Article 18.6 the sale price of the Sale Shares the subject of the Transfer Notice.
- 18.6 Where the Independent Expert is instructed in accordance with these Articles the sale price of the Sale Shares shall, subject to Article 19.2, be the value which the Independent Expert certifies in his opinion as the fair value of the Sale Shares. In arriving at his opinion the Independent Expert will value the Sale Shares as at the date the Transfer Notice is deemed to have been served:-
- 18.6.1 as shares in the Company on a going concern basis,
- 18.6.2 as on an arm's length basis between a willing seller and a willing buyer;
- 18.6.3 on the assumption that the Sale Shares are capable of transfer without restriction, and
- 18.6.4 valuing the Sale Shares as a rateable proportion of the total value of all the issued A Ordinary Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent
- 18.7 The sale price of the Sale Shares whether fixed, agreed or determined under these Articles shall be referred to as the "**Transfer Price**".
- 18.8 Any holder of A Ordinary Shares (including the Vendor) shall be entitled to make representations, in connection with the calculation of the fair value of the Sale Shares to the Independent Expert within 20 Business Days of his appointment (which shall be notified to the members within 5 Business Days of being made) and the Independent Expert shall be required to take into account in calculating the fair value of the Sale Shares all reasonable representations so made to him.
- 18.9 The decision of the Independent Expert as to the Transfer Price shall, save in the case of clerical or manifest error appearing within 15 Business Days of the Independent Expert's determination of the Transfer Price, be final and binding. The Independent Expert's charges including disbursements and value added tax in connection with the determination will be paid as to one half by the Company and the other half by the Vendor.
- 18.10 No Transfer Notice once given in accordance with Article 18 shall be withdrawn without the consent in writing of the Board
- 18.11 The Transfer Notice shall constitute the Company the agent of the Vendor for the sale of the Sale Shares specified therein at the Transfer Price
- 18.12 Once the Transfer Price has been fixed, agreed or determined (as the case may be) the Company shall within 60 Business Days of the Transfer Price being fixed, agreed or determined give notice in writing to any Invitees and to each of the holders of A Ordinary Shares (other than the Vendor) informing them that the Sale Shares are available and of the Transfer Price and shall invite each

member (other than the Vendor) and each Invitee to state in writing within 25 days from the date of the said notice (which date shall be specified therein) whether he is willing to purchase any and, if so, how many of the Sale Shares at the Transfer Price. The Company shall not be required to give notice to any Invitees and to each of the holders of A Ordinary Shares in accordance with this Article 18 12 if.

18 12 1 an Invitee has given notice to the Company that he/it will acquire all of the Sale Shares, or

18.12.2 Invitees have given notice to the Company that they will, between them, acquire all of the Sale Shares.

18.13 The notice in Article 18 12 shall state that Sale Shares shall be offered.-

18 13 1 first to any Invitee; then

18 13 2 to the extent not acquired by Invitees, to each of the holders of A Ordinary Shares (other than the Vendor) on terms that in the event of competition, the remaining Sale Shares offered shall be sold to the holders of A Ordinary Shares accepting the offer in proportion (as nearly as may be) to their existing holdings of A Ordinary Shares ("**Proportionate Entitlement**"). It shall be open to each such member to specify if he is willing to purchase the remaining Sale Shares in excess of his Proportionate Entitlement ("**Excess Shares**") and if the member does so specify he shall state the number of Excess Shares.

18.14 After the expiry of the offers to be made pursuant to Article 18 12 and 18.13 above the Board shall allocate the Sale Shares in the following manner

18.14.1 first, to any Invitees, then

18.14.2 if the total number of remaining Sale Shares applied for is equal to or less than the available number of remaining Sale Shares the Company shall allocate the number applied for in accordance with the applications,

18.14.3 if the total number of remaining Sale Shares applied for is more than the available number of remaining Sale Shares, each holder of A Ordinary Shares shall be allocated his Proportionate Entitlement or such lesser number of remaining Sale Shares for which he may have applied and applications for Excess Shares shall be allocated in accordance with such applications or, in the event of competition, (as nearly as may be) to each member applying for Excess Shares in the proportion which the A Ordinary Shares held by such member bears to the total number of A Ordinary Shares held by all such members applying for Excess Shares and provided that such member shall not be allocated more Excess Shares than he shall have stated himself willing to take and in either case the Company shall forthwith give notice of each such allocation ("**Allocation Notice**") to the Vendor and each of the persons to whom remaining Sale Shares have been allocated ("**Member Applicant**") and shall specify in the Allocation Notice the place and time (being not later than 15 Business Days after the date of the Allocation Notice) at which the sale of the Sale Shares be completed.

18.15 Subject to Article 18.16, upon such allocation being made as aforesaid, the Vendor shall be bound, on payment of the Transfer Price for each of the Sale Shares, to transfer the Sale Shares as required by Article 18 14 If the Vendor makes default in so doing, any person nominated by the

Board for that purpose shall forthwith be deemed to be the duly appointed attorney of the Vendor with full power to execute, complete and deliver in the name and on behalf of the Vendor a transfer of the relevant Sale Shares to the Invitee and/or the Member Applicant (as appropriate) and any Director may receive and give a good discharge for the purchase money on behalf of the Vendor and (subject to the transfer being duly stamped) enter the name of the Invitee and/or the Member Applicant (as appropriate) in the register of members as the Holder or Holders by transfer of the Sale Shares so purchased by him or them. The Board 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 the Vendor until he shall deliver up his certificate or certificates for the relevant Sale Shares to the Company when he shall thereupon be paid the purchase money.

- 18 16 If the Vendor shall have included (or be deemed to have included pursuant to these Articles) in the Transfer Notice a provision that unless all the Sale Shares are sold none shall be sold and if the aggregate number of Sale Shares applied for by Invitees and/or Member Applicants is less than the total number of Sale Shares then a further invitation shall be open for 25 days to those persons to whom Sale Shares have been allocated to apply for further Sale Shares and completion of the sales in accordance with the preceding paragraphs of this Article shall be conditional upon such provision as aforesaid being complied with in full
- 18 17 In the event of all the Sale Shares specified in a Transfer Notice not being sold under the preceding paragraphs of this Article, the Company shall forthwith give notice in writing of this fact to the Vendor, and the Vendor may at any time within three calendar months after receiving such notice from the Company that the pre-emption provisions herein contained have been exhausted, with the prior written approval of the Board transfer any Sale Shares not sold at any price not less than the Transfer Price and on terms no more favourable than those offered to the Invitees and/or holders of A Ordinary Shares, provided that if the Transfer Notice was conditional upon all and not part only of the Sale Shares so specified being transferred pursuant to the offer then all of the Sale Shares so specified must be sold to the third party.
- 18.18 The provisions of Articles 18.1 to 18.17 above shall not apply with regard to B Investment Shares. Any holder of B Investment Shares shall be entitled to transfer or transmit B Investment Shares to such persons and at such prices as they see fit, provided that such transfer is in respect of such shareholder's entire holding of B Investment Shares to a single transferee (except with the prior sanction of a resolution of the Board).
- 18 19 Notwithstanding the provisions relating to the transfer of Shares in these Articles, if a transfer of A Ordinary Shares would result, if made and registered, in a person and/or his Connected Persons (as set out in Article 17) obtaining a Controlling Interest, no transfer of Shares shall be made or registered unless an Approved Offer is made and accepted
- 18 20 Any transfer of A Ordinary Shares or B Investment Shares in the Company pursuant to an Approved Offer shall not be subject to the restrictions on transfer or pre-emption provisions contained in these Articles
- 18.21 If at any time an Approved Offer is made which is accepted by the Holders of more than 50% of the A Ordinary Shares, the members (including the holders of B Investment Shares) who have not accepted the Approved Offer shall be obliged to accept the Approved Offer in respect of the

Shares held by them and to sell all of the Shares held by them in accordance with such Approved Offer.

- 18.22 If any person (a "**Compulsory Transferor**") fails to transfer any Shares in accordance with Article 18.21 within 25 days of the Approved Offer having been made the Directors may authorise any person to execute and deliver on his behalf the necessary stock transfer form transferring the relevant Shares with full title guarantee and the Company shall receive the purchase money in trust for the Compulsory Transferor and cause the purchaser to be registered as the Holder of such shares (subject to payment of any stamp duty) The receipt of the Company for the purchase money shall be a good discharge to the purchaser (who shall not be bound to see to the application thereof) The Compulsory Transferor shall in such case be bound to deliver up his certificate for such Shares to the Company whereupon he shall be entitled to receive the purchase price without interest
- 18.23 Save as expressly provided in these Articles, a transfer of Shares in accordance with these Articles shall mean a transfer of the entire legal and beneficial interest in such Shares, whereby a Shareholder cannot transfer one without the other.
- 18.24 The Directors may, as a condition to the registration of any transfer of A Ordinary Shares in the Company require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any shareholders' agreement (or similar document) in force between the shareholders in such form as the directors may responsibly require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document). If any such condition is imposed in accordance with this Article 18.24, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee
- 18.25 To enable the directors to determine whether or not there has been a disposal of Shares (or any interest in Shares) in breach of these Articles, the directors of any class may from time to time require any shareholder to provide the Company with such information and evidence as they may reasonably require relevant to that purpose. If a shareholder fails to provide information or evidence in respect of any shares registered in its name to the reasonable satisfaction of such directors within 10 Business Days of their request, such directors may serve a notice on the shareholder stating that the shareholder shall not in relation to those Shares be entitled to be present or to vote in person or by proxy at any general meeting of the Company or any meeting of the holders of Shares of that class, or to vote on a written resolution of the shareholders or to receive dividends on the shares until such evidence or information has been provided to the directors' satisfaction.

19 DEEMED TRANSFER NOTICE

- 19.1 Upon a person becoming a Leaver (unless the Board agrees otherwise within 20 Business Days following the date on which that person becomes a Leaver) an irrevocable Transfer Notice shall be deemed to be issued in respect of all the Leaver Shares on the date 20 Business Days following the date on which that person becomes a Leaver in which case the provisions of Article 18 will apply.
- 19.2 Upon a person becoming a Bad Leaver (unless the Board agrees otherwise within 20 Business Days following the date on which that person becomes a Bad Leaver), an irrevocable Transfer

Notice shall be deemed to be issued in respect of all the Bad Leaver Shares on the date 20 Business Days following the date on which that person becomes a Bad Leaver in which case the provisions of Article 18 (other than those as to agreement or determination of price) will apply and, notwithstanding the provisions of Article 18 as to agreement or determination of price, the transfer price for such Bad Leaver Shares shall be the lower of:

19.2.1 the Transfer Price agreed or determined in accordance with Article 18, and

19.2.2 the Relevant Amount in respect of such Shares

19.3 In the event that a Leaver who has transferred his A Ordinary Shares pursuant to Article 19.1 shall at any time become a Bad Leaver, he shall, within 20 Business Days of written request to do so by the Company, repay to those persons to whom he transferred his A Ordinary Shares, the difference between the price paid to him for those A Ordinary Shares and the price that would have been paid had the A Ordinary Shares been Bad Leaver Shares together with interest on such amount at a rate of 3% over the base rate of the Bank of England at the date of repayment, accrued from the date of payment to the date of repayment

19.4 Once a person has become a Leaver or a Bad Leaver, all prior outstanding Transfer Notices in respect of the same Shares shall be immediately cancelled and no further Transfer Notices may be served in respect of the same Shares until the Company has notified the Vendor in accordance with Article 18.17 that not all of the Sale Shares have been sold in accordance with the provisions of Article 18.

19.5 Once a person has become a Leaver or a Bad Leaver, the Leaver Shares or the Bad Leaver Shares shall cease to have the right to receive notice of, attend, speak at or vote at general meetings of the Company or consent to holding general meetings on short notice (the "**Disenfranchised Rights**") until all of the Leaver Shares or the Bad Leaver Shares have been sold in accordance with the provisions of Article 18.

20 GENERAL MEETINGS

20.1 Each Holder of A Ordinary Shares shall be entitled to receive notice of, attend and vote at general meetings of the Company

20.2 Regulation 41 of the Model Articles applies with the addition of the following sentence.

"If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, any person or persons entitled to vote upon the business to be transacted, being (or each being) a holder of A Ordinary Shares or a proxy for a holder of A Ordinary Shares or a duly authorised representative of a corporation holding A Ordinary Shares, shall be a quorum if he is (or they are together) entitled to cast more than one half of the number of votes which might be cast at the meeting upon the business to be transacted; or in other circumstances, the meeting shall be dissolved "

21 WRITTEN RESOLUTIONS

The joint holder of a share whose name comes first in the register of members in respect of the joint holding is authorised to agree to any written resolution on behalf of all the joint holders and to

receive any document which is required by the Act to be supplied to the joint holders in connection with that resolution

22 CHANGE OF COMPANY NAME

The Directors may change the name of the Company by a Directors' written resolution in accordance with Article 6

23 INDEMNITY

- 23.1 Subject to the provisions of the Act, every Director or other officer of the Company shall be indemnified out of the assets of the Company against all costs, charges, expenses, losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company. No Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the proper execution of the duties of his office or in relation thereto.
- 23.2 Without prejudice to the provisions of Article 23.1, the Board shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, officers, employees or auditors of the Company or of any subsidiary undertaking of the Company including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or the exercise or purported exercise of their powers and/or otherwise in relation to or in connection with their duties, powers or offices in relation to the Company or any such subsidiary undertaking.