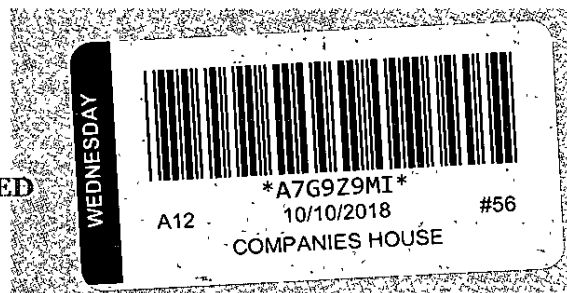


Registered number: 11104088

PLANT MEAT LIMITED
(the "Company")



WRITTEN SHAREHOLDER RESOLUTIONS

Circulation date: 28th SEPTEMBER 2018 (the "Circulation Date")

We, the undersigned, being members for the time being of the Company entitled to receive notice of and to attend and vote at General Meetings, pursuant to chapter 2 of part 13 of the Companies Act 2006 (the "Act"), hereby pass resolutions 1 and 2 as ordinary resolutions and resolutions 3 and 4 as special resolutions (the "Resolutions").

ORDINARY RESOLUTIONS

1. **THAT**, in accordance with section 618 of the Act, the 2 ordinary shares of £1.00 each making up the entire issued share capital of the Company be sub-divided into 625,000 ordinary shares of £0.0000032 each, such shares having the same rights and being subject to the same restrictions (save as to nominal value) as the existing 2 ordinary shares of £1.00 in the capital of the Company as set out in the Company's articles of association for the time being.
2. **THAT**, following Resolution 1 above being passed, in accordance with section 551 of the Act and the authority set out in the New Articles, the Directors be generally and unconditionally authorised to (i) allot ordinary shares in the capital of the Company having the rights and being subject to the restrictions set out in the new articles of association of the Company to be adopted pursuant to Resolution 4 (the "**Ordinary Shares**") up to an aggregate nominal amount of £1.0040832, such shares being in addition to the shares in capital of the Company already in issue, and (ii) grant rights to subscribe for or to convert any security into Ordinary Shares ("**Ordinary Share Rights**") up to an aggregate nominal amount of £0.1581088, provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the fifth anniversary of the passing of these Resolutions save that the Company may, before such expiry, make an offer or agreement which would or might require the Ordinary Shares to be allotted or Ordinary Share Rights to be granted and the directors may allot Ordinary Shares or grant Ordinary Share Rights in pursuance of such offer or agreement notwithstanding that the authority conferred by this Resolution has expired.

SPECIAL RESOLUTIONS

3. **THAT** the Directors be generally empowered pursuant to section 570 of the Act to allot Ordinary Shares, pursuant to the authority conferred by Resolution 2 above as if section 561 of the Act and the pre-emption provisions of the articles of association of the Company did not apply to any such allotment.
4. **THAT** the new articles of association in the form attached to this Resolution (the "**New Articles**"), be adopted as the articles of association of the Company in substitution for and to the exclusion of all the existing articles of association of the Company with immediate effect.

Registered number: 11104088

AGREEMENT TO WRITTEN RESOLUTIONS

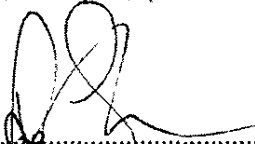
Please read the notes at the end of this document before signifying your agreement to the Resolutions.

The Resolutions may be executed in one or more counterparts each of which when executed shall be an original, but all counterparts together shall constitute one and the same instrument.

The undersigned, being persons entitled on the date set out above to vote on the Resolutions, hereby irrevocably agree to the Resolutions:


Signed by **ANDREW SHOVEL**

Date: **28/9/18**


Signed by **PETER SHARMAN**

Date: **28/9/18**

Notes:

1. If you agree to all of the above Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company:
 - (a) by delivering it by hand or by posting it to Palladium House, 1-4 Argyll Street, London, United Kingdom, W1F 7LD; or
 - (b) by sending it as an attachment to an email at pete@this.co.
2. A member's agreement to a written resolution, once signified, may not be revoked.
3. A written resolution is passed when the required majority of eligible members have signified their agreement to it.
4. The Resolutions set out above must be passed within 28 days of the Circulation Date otherwise they will lapse.
5. 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.
6. 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.

Registered number: 11104088

APPENDIX
The New Articles

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
of
PLANT MEAT LIMITED

Bird & Bird
12 New Fetter Lane
London EC4A 1JP
Tel: 020 7415 6000
www.twobirds.com
Ref: STAP/MHR/PLAMG.0001

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
PLANT MEAT LIMITED
(Adopted by written resolution on 28TH SEPTEMBER 2018)

INTRODUCTION

1. INTERPRETATION

- 1.1 In these Articles, unless expressly provided otherwise, the following words have the following meanings:

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

"**acting in concert**" has the meaning given in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended);

"**Adoption Date**" means the date of adoption of these Articles;

"**Allocation Notice**" has the meaning given in Article 12.9;

"**Applicant**" has the meaning given in Article 12.9;

"**Articles**" means the Company's articles of association for the time being in force;

"**AS**" means Andrew Shovel;

"**AS Director**" means the Director appointed and holding office under Article 5.1;

"**Available Profits**" means profits available for distribution within the meaning of part 23 of the Act;

"**Board**" means the board of directors of the Company;

"**Buyer**" has the meaning given in Article 15.2.1;

"**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;

"**Called Shareholders**" has the meaning given in Article 16.1;

"**Called Shares**" has the meaning given in Article 16.2.1;

"**Chairman**" has the meaning given in Article 5.4.1;

"**Co-Sale Notice**" has the meaning given in Article 15.2;

"Company" means Plant Meat Limited (company number 11104088);

"Conflict" has the meaning given in Article 22.1;

"connected" has the meaning given in section 252 of the Act;

"Controlling Interest" means an interest in Shares conferring on the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010;

"Deemed Transfer Notice" means a Transfer Notice which is deemed to have been served by any of the provisions of these Articles;

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

"Disposal" means the disposal by the Company of all, or a substantial part of, its business and assets or the grant of an exclusive license over all or substantially all of the Intellectual Property of the Group;

"Drag Along Notice" has the meaning given in Article 16.2;

"Drag Along Option" has the meaning given in Article 16.1;

"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);

"Equity Holder" has the meaning given in Article 15.2;

"Fair Value" has the meaning given in Article 13.2;

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

"Financial Year" means an accounting reference period (as defined in section 391 of the Act) of the Company;

"Founder Consent" means the prior consent in writing of each of the Founders;

"Founder Directors" means the AS Founder (if appointed) and the PS Director, (if appointed), and **"Founder Director"** means either or both of them, as the context requires;

"Founders" means AS for so long as he (or any of his Permitted Transferees) is a Shareholder; and PS for so long as he (or any of his Permitted Transferees) is a Shareholder, and **"Founder"** shall mean any one of them;

"Fully Diluted Share Capital" means the aggregate of:

- (a) the number of Shares then in issue and outstanding;
- (b) the number of Shares which would be in issue assuming the conversion of any convertible shares then in issue and outstanding; and
- (c) the number of Shares which would be in issue assuming the exercise in full of any and all rights over Shares and all share options and rights to subscribe or convert into Shares (whether immediately exercisable or not), which would, when exercised, result in an increase in the number of Shares issued and outstanding;

"Group" means the Company and its subsidiaries (if any) from time to time and **"Group Company"** shall be construed accordingly;

"holding company" has the meaning given in section 1159 of the Act;

"Holding Company Reorganisation" means any transaction involving the issue of shares in the capital of a New Holding Company to the Shareholders, the object or intent of which is to interpose the New Holding Company as the sole owner of the Company such that immediately subsequent to such transaction:

- (a) the number and class of shares comprised in the issued share capital of the New Holding Company, the identity of the shareholders of the New Holding Company, and the number and class of shares held by each such person is the same (save for the fact that such shares are issued by a different company), as the issued share capital of the Company and the identity of the shareholders of the Company and the number and class of shares held by each such person immediately prior to such transaction;
- (b) the rights attaching to each class of share comprised in the New Holding Company are the same (save for the fact that such shares are issued by a different company) as those rights attaching to the like class of share comprised in the share capital of the Company immediately prior to such transaction; and
- (c) the constitutional documents of the New Holding Company are the same (save for the fact that they apply in respect of a different company, and as to matters and modifications to reflect that the New Holding Company may be incorporated in a jurisdiction other than England and Wales) as the articles of association of the Company immediately prior to such acquisition;

"Independent Expert" means the auditors for the time being of the Company or, if they decline the instruction, an independent firm of accountants appointed by the Board;

"Intellectual Property" means copyrights, trade and service marks, trade marks, trade names, rights in logos and get-up, inventions, confidential information, trade secrets and know-how, registered designs, design rights, patents, utility models, semiconductor topographies, all rights of whatsoever nature in computer software and data, all rights of privacy and all intangible rights and privileges of a nature similar or allied to any of the foregoing, in every case in any part of the world and whether or not registered; and including all granted registrations and all applications for registration in respect of any of the same;

"Interested Director" has the meaning given in Article 22.1;

"Member of the Same Group" means as regards any company, a company which is from time to time a holding company or a subsidiary of that company or a subsidiary of any such holding company;

"Minimum Transfer Condition" has the meaning given in Article 12.2.4;

"Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229), as amended prior to the Adoption Date;

"New Holding Company" a holding company of the Company newly incorporated in any jurisdiction (including, without limitation, in the United States under Delaware law,) which has no previous trading history and has resulted from a Holding Company Reorganisation;

"New Shareholder" has the meaning given in Article 16.10;

"Observer" has the meaning given in Article 5.5;

"Offer Period" has the meaning given in Article 12.6;

"Offer Shareholders" has the meaning given in Article 12.5;

"Offeree" has the meaning given in Article 9.3;

"Ordinary Shares" means the ordinary shares of £0.0000032 par value each in the capital of the Company;

"Original Shareholder" has the meaning given in Article 11.1;

"Permitted Securities" means:

- (a) the grant of any options under a Share Option Scheme (and the issue of Shares on the exercise of any such options);
- (b) any Shares or other securities issued by the Company in order for the Company to comply with its obligations under these Articles and/or the Shareholders' Agreement; and
- (c) any Shares or other securities issued by the Company in connection with the Seed Round;

"Permitted Transfer" means a transfer of Shares made in accordance with Article 11;

"Permitted Transferee" means in relation to:

- (a) a Shareholder who is an individual, any of his Privileged Relations or the trustee(s) of a Family Trust; and
- (b) a Shareholder which is a company, a Member of the Same Group as that company;

"Privileged Relation" means in relation to a Shareholder who is an individual Shareholder (or a deceased or former individual Shareholder) means a spouse, civil partner (as defined in the Civil Partnerships Act 2004), child or grandchild (including step or adopted or illegitimate child and their issue);

"Proposed Buyer" has the meaning given in Article 16.1;

"Proposed Sale Price" has the meaning given in Article 12.2.3;

"PS" means Peter Sharman, for so long as he (or any of his Permitted Transferees) is a Shareholder;

"PS Director" means the Director appointed and holding office under Article 5.2;

"Relevant Loss" has the meaning given in Article 23.4;

"Relevant Officer" has the meaning given in Article 23.4;

"Relevant Securities" means any Shares or other securities convertible into, or carrying the right to subscribe for Shares, issued by the Company after the Adoption Date, other than the Permitted Securities;

"Relevant Shareholder" has the meaning given in Article 15.1;

"Sale" means a Share Sale or a Disposal;

"Sale Shares" has the meaning given in Article 12.2.1;

"Seed Round" means the proposed issue of up to 313,776 Ordinary Shares or other securities by the Company to any persons within the period of 6 months from (and including) the Adoption Date;

"Seller" has the meaning given in Article 12.2;

"Sellers' Shares" has the meaning given in Article 16.1;

"Selling Shareholders" has the meaning given in Article 16.1;

"Shareholder" means a holder for the time being of Shares;

"Shareholders' Agreement" means the shareholders agreement dated on or around the Adoption Date between, amongst others, the Company and the Founders (as the same may have been varied, supplemented, adhered to or superseded in accordance with its terms (or these Articles) for the time being);

"Share Option Scheme" means any share option scheme of the Company from time to time;

"Shares" means shares (of any class) in the capital of the Company from time to time;

"Share Sale" means the merger of the Company with any other body corporate or the sale of (or the grant of a right to acquire or to dispose of) any Shares (in one transaction or as a series of transactions) which would, if completed, result in the buyer of those Shares (or grantee of that right) and persons acting in concert with him together acquiring a Controlling Interest, except where the Shareholders and the proportion of Shares held by each of them following completion of the sale are the same as the Shareholders and their shareholdings in the Company immediately before to the sale;

"subsidiary" in relation to a holding company wherever incorporated, means a "subsidiary" (as defined in section 1159 of the Act) for the time being and any other

company which for the time being is itself a subsidiary (as so defined) of a company which is itself a subsidiary of such holding company;

"Surplus Shares" has the meaning given in Article 12.7.3;

"Transfer Notice" has the meaning given in Article 12.2; and

"Transfer Price" has the meaning given in Article 13.1.

1.2 A reference in these Articles to:

1.2.1 an **"Article"** is a reference to the relevant numbered article of these Articles; and

1.2.2 a **"model article"** is a reference to the relevant article of the Model Articles,

unless expressly provided otherwise.

1.3 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 (but excluding any statutory modification of them not in force on the Adoption Date).

1.4 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.5 In these Articles, words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa.

1.6 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:

1.6.1 any subordinate legislation from time to time made under it; and

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

2. **ADOPTION OF THE MODEL ARTICLES**

2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.

2.2 Model articles 7, 8, 9(1) and (3), 11(2) and (3), 12, 13, 14, 16, 22, 26(5), 30(5) to (7) (inclusive), 38, 39, 44(2), 49, 50 and 51 to 53 (inclusive) shall not apply to the Company.

2.3 Model article 20 shall be amended by the insertion of the words "and the secretary" before the words "properly incur".

- 2.4 In model article 25(2)(c), the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 2.5 Model article 29 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 model article 28(2)," after the words "the transmittee's name".

DIRECTORS

3. NUMBER OF DIRECTORS

Unless otherwise determined by Founder Consent, the number of Directors shall not exceed three but shall not be less than two.

4. PROCEEDINGS OF DIRECTORS

- 4.1 Any decision of the Directors must be taken at a meeting of Directors in accordance with these Articles or must be a decision taken in accordance with Article 4.2 (subject to Articles 4.3 and 4.4). All decisions made at any meeting of the Directors (or any committee of the Directors) shall be made only by resolution and resolutions at any meeting of the Directors (or committee of the Directors) shall be decided by a majority of votes.
- 4.2 A unanimous decision of the Directors is taken when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 4.3 A decision taken in accordance with Article 4.2 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.
- 4.4 A decision may not be taken in accordance with Article 4.2 if the Eligible Directors would not have formed a quorum at a Directors' meeting to vote on the matter in accordance with Article 4.6.
- 4.5 The quorum for meetings of the Board shall be at least two Directors, provided that at least one Founder Director is present. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand adjourned to the same day in the second following week at the same time and place as the original meeting. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then provided that at least two Directors are present, the meeting shall proceed.
- 4.6 For the purposes of any meeting (or part of a meeting) held pursuant to Article 22 to authorise a Conflict (as defined in Article 22.1), 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.
- 4.7 If the number of Directors in office for the time being is less than two, the Directors in office must not take any decision other than a decision to:
- 4.7.1 appoint further Directors; or
- 4.7.2 call a general meeting so as to enable the Shareholders to appoint further Directors.

4.8 Questions arising at any meeting of the Directors shall be decided by a majority of votes. If there is an equality of votes, the Chairman (or other chairman of the meeting) shall not have a second or casting vote.

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

5. **FOUNDER DIRECTORS**

5.1 **AS Director**

5.1.1 For so long as he (and/or his Permitted Transferees) holds not less than 5 per cent of the Fully Diluted Share Capital, AS shall have the right (exercisable in accordance with Article 5.1.2 below) to appoint and maintain in office one such natural person as a director of the Company as he may nominate (such director being the AS Director) and to remove any director of the Company so appointed and, upon his removal whether by AS or otherwise, to appoint another director of the Company in his place.

5.1.2 Appointment and removal of the AS Director shall be by written notice to the Company signed by AS, which notice shall take effect on delivery at the registered office or at any meeting of the Board.

5.1.3 Subject to the Act, on any resolution to remove the AS Director, the Shares held by AS and his Permitted Transferees shall (if they would otherwise carry fewer votes) together carry one vote in excess of 50% of all the other votes then exercisable, and if any such AS Director is removed under section 168 of the Act or otherwise, AS may reappoint him or any other person as the AS Director.

5.2 **PS Director**

5.2.1 For so long as he (and/or his Permitted Transferees) holds not less than 5 per cent of the Fully Diluted Share Capital, PS shall have the right (exercisable in accordance with Article 5.2.2 below) to appoint and maintain in office one such natural person as a director of the Company as he may nominate (such director being the PS Director) and to remove any director of the Company so appointed and, upon his removal whether by PS or otherwise, to appoint another director of the Company in his place.

5.2.2 Appointment and removal of the PS Director shall be by written notice to the Company signed by PS, which notice shall take effect on delivery at the registered office or at any meeting of the Board.

5.2.3 Subject to the Act, on any resolution to remove the PS Director, the Shares held by PS and his Permitted Transferees shall (if they would otherwise carry fewer votes) together carry one vote in excess of 50% of all the other votes then exercisable, and if any such PS Director is removed under section 168 of the Act or otherwise, PS may reappoint him or any other person as the PS Director.

5.3 Each Founder Director shall be entitled at his request to be appointed to any committee of the Board established from time to time and to the board of directors of any Subsidiary.

5.4 **Chairman**

5.4.1 A majority of the Directors may appoint any director as chairman of the Board ("**Chairman**") and may remove and replace any such Chairman.

5.4.2 The Chairman shall not have a casting vote.

5.5 **Observers**

The Board may, at its discretion, approve from time to time the appointment of any person to attend as an observer (each, an "**Observer**") at each and any meeting of the Board and of each and any committee of the Board who will be entitled to speak at any such meetings but will have no vote and no authority to bind the Company in any way.

SHARES AND DISTRIBUTIONS

6. **DIVIDENDS**

6.1 Any Available Profits which the Company may determine to distribute in respect of any Financial Year will be distributed among the holders of the Ordinary Shares (pari passu as if they constituted Shares of the same class) pro rata to their respective holdings of Ordinary Shares.

6.2 Subject to the Act, the Directors may pay interim dividends provided that the Available Profits of the Company justify the payment.

6.3 Each dividend shall be distributed to the appropriate Shareholders pro rata according to the number of Shares held by them respectively and shall accrue daily (assuming a 365 day year) as well after as before the commencement of a winding up. All dividends are expressed net and shall be paid in cash.

7. **LIQUIDATION**

7.1 On a Disposal or return of assets on liquidation, capital reduction or otherwise (other than a conversion or purchase of Shares), the assets of the Company remaining after the payment of its liabilities shall be distributed (to the extent that the Company is lawfully able to do so) among the holders of Ordinary Shares pro rata to the number of Ordinary Shares held.

7.2 The proceeds of a Share Sale shall be distributed amongst the Shareholders selling shares in a Share Sale pro rata to the number of Ordinary Shares held by them.

8. **VARIATION OF CLASS RIGHTS**

Whenever the share capital of the Company is divided into different classes of Shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding up) with the consent in writing of the holders of at least 50% of the issued Shares of that class, provided that the creation of a new class of Shares which has preferential rights to one or more existing classes of Shares shall not constitute a variation of the rights of those existing classes of Shares.

9. **PRE-EMPTION RIGHTS ON THE ISSUE OF FURTHER SHARES**

- 9.1 Subject to the remaining provisions of this Article 9, the Directors are generally and unconditionally authorised, for the purposes of section 551 of the Act, to exercise any power of the Company to:

9.1.1 offer or allot;

9.1.2 grant rights to subscribe for or to convert any security into; and

9.1.3 otherwise deal in, or dispose of,

any Shares (or any options, warrants, conversion rights and all other rights to acquire or subscribe for Shares) to any person, at any time and subject to any terms and conditions as the Directors think proper.

- 9.2 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company.

- 9.3 Unless otherwise approved by special resolution, if the Company proposes to allot any Relevant Securities, those Relevant Securities shall not be allotted to any person unless the Company has first offered them to the holders (on the date of the offer) of Shares (each an "Offeree") on a pari passu basis (as if they constituted Shares of the same class) and in the respective proportions that the number of Shares held by each such holder bears to the total number of Shares held by all such holders (as nearly as possible without involving fractions) and on the same terms, and at the same price, as those Relevant Securities are being, or are to be, offered to any other person.

- 9.4 An offer made under Article 9.3 shall:

9.4.1 be in writing and give details of the number, class and subscription price (including any share premium) of the Relevant Securities being offered; and

9.4.2 remain open for a period of at least 10 Business Days from the date of service of the offer.

- 9.5 If, on the expiry of an offer made in accordance with Article 9.3, the total number of Relevant Securities applied for is less than the total number of Relevant Securities so offered, the Directors shall allot the Relevant Securities to the Offerees in accordance with their applications, subject to a maximum of each Offeree's proportionate entitlement.

- 9.6 If, after completion of the allotments referred to in Article 9.5 not all of the Relevant Securities have been allotted, the balance of such Relevant Securities shall, subject to Article 9.7 be offered to any other person(s) as the Directors may determine (which may include any existing Shareholder) within the period of 30 Business Days from the final offer made pursuant to Articles 9.3, at the same price and on the same terms as the offer to the Shareholders.

- 9.7 No Shares shall be allotted to any current or prospective employee or director of any Group Company unless such person shall first have entered into a joint election with the relevant Group Company under section 431 of the Income Tax (Earnings and Pensions) Act 2003 for the full disapplication of Chapter 2 of Part 7 of that Act.

10. **TRANSFERS OF SHARES: GENERAL**

- 10.1 In these Articles, reference to the transfer of a Share includes the transfer, assignment or other disposal of a beneficial or other interest in that Share, or the creation of a trust or encumbrance over that Share, and reference to a Share includes a beneficial or other interest in a Share.
- 10.2 No Share shall be transferred, and the Directors shall refuse to register a transfer of any Share, unless it is made in accordance with these Articles. Subject to Article 10.5, the Directors shall register any duly stamped transfer made in accordance with these Articles, unless they have reasonable grounds to suspect that the proposed transfer may be fraudulent or to a person of bankrupt or of unsound mind.
- 10.3 If a Shareholder transfers (or purports to transfer) a Share other than in accordance with these Articles, he shall if requested by the Directors in writing to remedy the position, take such steps as are necessary to ensure that such transfer (or purported transfer) is in accordance with these Articles and if the holder fails to remedy that situation to the reasonable satisfaction of the Directors within 15 Business Days of receipt of such written notice, he shall be deemed to have immediately served a Transfer Notice in respect of all Shares held by him.
- 10.4 Any transfer of a Share by way of sale which is required to be made under Articles 14 and 16 shall be deemed to include a warranty that the transferor sells the Share with full title guarantee.
- 10.5 The Directors may, as a condition to the registration of any transfer of Shares, require the transferee to execute and deliver to the Company a deed, in favour of the Company agreeing to be bound by the terms of the Shareholders' Agreement, in such form as the Directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor). If any condition is imposed in accordance with this Article 10.5, the transfer may not be registered unless and until that deed has been executed and delivered to the Company's registered office by the transferee.
- 10.6 To enable the Directors to determine whether or not there has been any transfer (or purported transfer) of Shares the Directors may require:
- 10.6.1 any holder (or the legal representatives of a deceased holder); or
- 10.6.2 any person named as a transferee in a transfer lodged for registration; or
- 10.6.3 such other person as the Directors may reasonably believe to have information relevant to that purpose,
- to provide the Company with any information and evidence that the Directors think fit regarding any matter which they deem relevant to that purpose.
- 10.7 If any such information or evidence referred to in Article 10.6 is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or that as a result of the information and evidence provided the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such Shares of that fact in writing and then the Directors may, by notice in writing to the relevant holder, determine that a Transfer Notice shall be deemed to have been given in respect of some or all of his Shares with effect from the date of service of the notice (or such later date as may be specified in such notice).

- 10.8 Unless expressly provided otherwise in these Articles, if a Transfer Notice is deemed to have been given under these Articles, the Deemed Transfer Notice shall be treated as having specified that:
- 10.8.1 it does not contain a Minimum Transfer Condition; and
 - 10.8.2 the Seller wishes to transfer all the Shares held by him (including any Shares acquired after the date the relevant Transfer Notice is deemed given but before completion of the transfer of Shares pursuant to the relevant Transfer Notice).
- 10.9 Any Transfer Notice or a Drag Along Notice (as defined in Article 16) served in respect of the transfer of any Share which has not completed before the date of service of a Deemed Transfer Notice shall automatically be revoked by the service of a Deemed Transfer Notice.
11. **PERMITTED TRANSFERS OF SHARES**
- 11.1 A Shareholder (the "**Original Shareholder**") may transfer all or any of his or its Shares to a Permitted Transferee.
- 11.2 Where Shares are held by the trustee(s) of a Family Trust, the trustee(s) may transfer Shares to:
- 11.2.1 the Original Shareholder;
 - 11.2.2 any Privileged Relation(s) of the Original Shareholder;
 - 11.2.3 subject to Article 11.3, the trustee(s) of another Family Trust of which the Original Shareholder is the settlor; or
 - 11.2.4 subject to Article 11.3, to the new (or remaining) trustee(s) upon a change of trustee(s) of a Family Trust,
- without any price or other restriction.
- 11.3 A transfer of Shares may only be made to the trustee(s) of a Family Trust if the Board, acting reasonably, is satisfied:
- 11.3.1 with the terms of the trust instrument and, in particular, with the powers of the trustee(s);
 - 11.3.2 with the identity of the proposed trustee(s);
 - 11.3.3 that the proposed transfer will not result in 50% or more of the aggregate of the Company's equity share capital being held by trustees of that and any other trusts; and
 - 11.3.4 that no costs incurred in connection with the setting up or administration of that Family Trust are to be paid by the Company.
- 11.4 If the Original Shareholder is a company, and a Permitted Transfer has been made, the Permitted Transferee shall, within 10 Business Days of ceasing to be a Member of the Same Group as the Original Shareholder, transfer the Shares held by it to:
- 11.4.1 the Original Shareholder; or

11.4.2 a Member of the Same Group as the Original Shareholder,

(which in either case is not in liquidation), without any price or other restriction. If the Permitted Transferee fails to make a transfer in accordance with this Article 11.4, a Transfer Notice shall be deemed to have been given in respect of such Shares on the expiry of the period set out in this Article 11.4.

11.5 If the Original Shareholder is an individual and a Permitted Transfer has been made to a *Privileged Relation of the Original Shareholder*, the *Permitted Transferee* (or the transmittee(s) of any such person), shall within 10 Business Days of ceasing to be a *Privileged Relation of the Original Shareholder* (whether by reason of death, divorce or otherwise) either:

11.5.1 execute and deliver to the Company a transfer of the Shares held by him to the Original Shareholder (or to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them; or

11.5.2 give a Transfer Notice to the Company in accordance with Article 12,

failing which a Transfer Notice shall be deemed to have been given in respect of such Shares on the expiry of the period set out in this Article 11.5. This Article 11.5 shall not apply to a transmittee of a Permitted Transferee if that transmittee is also a Permitted Transferee of the Original Shareholder, to the extent that such transmittee is legally or beneficially entitled to those Shares.

11.6 Notwithstanding any other provision of this Article 11, a transfer of any Shares approved unanimously by the Board may be made without any price or other restriction and any such transfer shall be registered by the Directors.

12. **PRE-EMPTION RIGHTS ON THE TRANSFER OF SHARES**

12.1 Except where the provisions of Articles 11, 15 or 16 apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights in this Article 12 unless determined otherwise by special resolution.

12.2 A Shareholder who wishes to transfer Shares (a "**Seller**") shall, before transferring or agreeing to transfer any Shares, give notice in writing (a "**Transfer Notice**") to the Company specifying:

12.2.1 subject to Article 10.8.1, the number of Shares he wishes to transfer ("**Sale Shares**");

12.2.2 the name of the proposed transferee, if any;

12.2.3 the price per Sale Share (in cash), if any, at which he wishes to transfer the Sale Shares (the "**Proposed Sale Price**"); and

12.2.4 subject to Article 10.8.2, whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold (a "**Minimum Transfer Condition**").

12.3 A Transfer Notice (or Deemed Transfer Notice) constitutes the Company the agent and attorney of the Seller for the sale of the Sale Shares at the Transfer Price.

12.4 As soon as practicable following the later of:

12.4.1 receipt of a Transfer Notice (or in the case of a Deemed Transfer Notice, the date such notice is deemed to be served); and

12.4.2 the determination of the Transfer Price,

the Directors shall offer the Sale Shares for sale in the manner set out in the remaining provisions of this Article 12 at the Transfer Price. Each offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered.

12.5 The Company shall offer the Sale Shares to the Shareholders other than the Seller (the "**Offer Shareholders**") on the basis set out in Articles 12.6 to 12.12 (inclusive).

12.6 The Directors shall offer the Sale Shares to the Offer Shareholders inviting them to apply in writing within the period from the date of the offer to the date 10 Business Days after the offer (both dates inclusive) (the "**Offer Period**") for the maximum number of Sale Shares they wish to buy.

12.7 If:

12.7.1 at the end of the Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Directors shall allocate the Sale Shares to each Offer Shareholder who has applied for Sale Shares in the proportion which his existing holding of Shares bears to the total number of Shares of the class being offered held by all Offer Shareholders (other than the Seller). Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Sale Shares being allocated, in which case, the allocation of any such fractional entitlements shall be determined by the Directors). No allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy;

12.7.2 not all Sale Shares are allocated following allocations in accordance with Article 12.7.1, but there are applications for Sale Shares that have not been satisfied, the Directors shall allocate the remaining Sale Shares to such applicants in accordance with the procedure set out in Article 12.7.1. The procedure set out in this Article 12.7.2 shall apply on any number of consecutive occasions until either all Sale Shares have been allocated or all applications for Sale Shares have been satisfied; and

12.7.3 at the end of the Offer Period, the total number of Sale Shares applied for is less than the number of Sale Shares, the Directors shall allocate the Sale Shares to the Offer Shareholders in accordance with their applications. The balance (the "**Surplus Shares**") shall be dealt with in accordance with Article 12.12.

12.8 Where the Transfer Notice contains a Minimum Transfer Condition:

12.8.1 any allocation made under Article 12.7 shall be conditional on the fulfilment of the Minimum Transfer Condition; and

12.8.2 if the total number of Sale Shares applied for under Article 12.7 is less than the number of Sale Shares, the Board shall notify the Seller and all those Shareholders to whom Sale Shares have been conditionally allocated stating that the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.

12.9 Where either:

12.9.1 the Transfer Notice does not contain a Minimum Transfer Condition; or

12.9.2 allocations have been made in respect of all the Sale Shares,

the Directors shall, when no further offers or allocations are required to be made under Article 12.7 give notice in writing of the allocations of Sale Shares (an "Allocation Notice") to the Seller and each Shareholder to whom Sale Shares have been allocated (each an "Applicant"). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant and the place and time for completion of the transfer of the Sale Shares (which shall be at least 5 Business Days, but not more than 10 Business Days, after the date of the Allocation Notice).

- 12.10 On the date specified for completion in the Allocation Notice, the Seller shall, against payment from an Applicant, transfer the Sale Shares allocated to such Applicant, in accordance with any requirements specified in the Allocation Notice.
- 12.11 If the Seller fails to comply with Article 12.10:
 - 12.11.1 the Chairman (or, failing him, any other Director or some other person nominated by a resolution of the Directors) may, as agent and attorney on behalf of the Seller):
 - 12.11.1.1 complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
 - 12.11.1.2 receive the Transfer Price and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Transfer Price); and
 - 12.11.1.3 (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them;
 - 12.11.2 the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered his certificate(s) for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Directors, in respect of any lost certificate, together with such other evidence (if any) as the Board may reasonably require to prove good title to those Shares) to the Company.
- 12.12 Where an Allocation Notice does not relate to all the Sale Shares or the Transfer Notice lapses pursuant to Article 12.8.2 then, subject to Article 12.13, the Seller may, at any time during the 20 Business Days following the date of service of the Allocation Notice, transfer the Sale Shares (in the case of a lapsed offer) or the Surplus Shares (as the case may be) to any person at a price at least equal to the Transfer Price. The sale of the Sale Shares (following the lapse of a Transfer Notice) in accordance with this Article 12.12 shall continue to be subject to any Minimum Transfer Condition.
- 12.13 The Seller's right to transfer Shares under Article 12.12 does not apply if the Directors reasonably consider that:
 - 12.13.1 the transferee is a person (or a nominee for a person) whom the Directors determine to be a competitor (or a Member of the Same Group as a competitor) of the business of any Group Company;
 - 12.13.2 the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or
 - 12.13.3 the Seller has failed or refused to promptly provide information reasonably requested from him and available to him to enable the Directors to form the opinion referred to in Article 12.13.2.

13. **VALUATION**

- 13.1 The Transfer Price for each Sale Share the subject of a Transfer Notice (or Deemed Transfer Notice) shall, save where expressly provided otherwise in these Articles, be the price per Sale Share (in cash) set out in the Transfer Notice as being the Proposed Sale Price or if no Proposed Sale Price is stated (or in the case of a Deemed Transfer Notice) as agreed between the Directors (any Director with whom the Seller is connected not voting), and the Seller or, in default of agreement within 10 Business Days of the date of service of the Transfer Notice (or, in the case of a Deemed Transfer Notice, the date on which the board of Directors first has actual knowledge of the facts giving rise to such deemed service), the Fair Value of each Sale Share.
- 13.2 The Fair Value shall be the price per Sale Share determined by the Independent Expert using commonly accepted and used valuation conventions and techniques applicable to the relevant industry sector and adopting the following bases and assumptions:
- 13.2.1 valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer as at the date the Transfer Notice was served (or deemed served);
- 13.2.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so; and
- 13.2.3 reflecting any other factors which the Independent Expert reasonably believes should be taken into account.
- 13.3 If any difficulty arises in applying any of these assumptions or bases then the Independent Expert shall resolve that difficulty in whatever manner it shall in its absolute discretion think fit.
- 13.4 The Directors will give the Independent Expert access to all accounting records or other relevant documents of the Group, subject to it agreeing such confidentiality provisions as the Directors may reasonably impose.
- 13.5 The Independent Expert shall act as expert and not as arbitrator and its determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 13.6 The Independent Expert shall be requested to determine the Fair Value within 15 Business Days of its appointment and to deliver its certificate to the Company. As soon as reasonably practicable upon receipt, the Company shall deliver a copy of the certificate to the Seller.
- 13.7 The cost of obtaining the Independent Expert's certificate shall be borne equally by the Seller and the Company.

14. **COMPULSORY TRANSFERS**

- 14.1 If:
- 14.1.1 a Shareholder who is an individual becomes bankrupt; or
- 14.1.2 a Shareholder which is a body corporate either suffers or resolves to appoint a liquidator, administrator or administrative receiver over it, or any material part of its assets (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction),

or suffers or takes any equivalent action in any jurisdiction outside England and Wales, that Shareholder shall be deemed to have given a Transfer Notice in respect of all Shares held by it immediately prior to such bankruptcy or appointment.

- 14.2 If there is a change in control (as 'control' is defined in section 1124 of the Corporation Tax Act 2010) of any Shareholder which is a company, it shall be bound at any time, if and when required in writing by the Directors to do so, to give (or procure the giving in the case of a nominee) a Transfer Notice in respect of all the Shares registered in its name (or the name of its nominee(s)) save that, where that Shareholder acquired Shares as a Permitted Transferee of an Original Shareholder, it shall first be permitted to transfer those Shares back to the Original Shareholder from whom it received its Shares or to any other Permitted Transferee of that Original Shareholder before being required to serve a Transfer Notice.

15. **CO-SALE RIGHT**

- 15.1 No transfer (other than a Permitted Transfer or a transfer pursuant to Articles 14 or 16) of any of any Shares may be made or validly registered unless the relevant holder of such Shares and any Permitted Transferee of that Holder (the "**Relevant Shareholder**") shall have observed the following procedures of this Article.
- 15.2 After the Relevant Shareholder has gone through the pre-emption process set out in Article 12, the Relevant Shareholder shall give to each holder of Shares who has not taken up their pre-emptive rights under Article 12 (an "**Equity Holder**") not less than 10 Business Days' notice in advance of the proposed sale (a "**Co-Sale Notice**"). The Co-Sale Notice shall specify:
- 15.2.1 the identity of the proposed purchaser (the "**Buyer**");
 - 15.2.2 the price per share which the Buyer is proposing to pay;
 - 15.2.3 the manner in which the consideration is to be paid;
 - 15.2.4 the number of Shares which the Relevant Shareholder proposes to sell; and
 - 15.2.5 the address where the counter-notice should be sent.
- 15.3 Each Equity Holder shall be entitled within five Business Days after receipt of the Co-Sale Notice, to notify the Relevant Shareholder that they wish to sell a certain number of Shares held by them at the proposed sale price, by sending a counter-notice which shall specify the number of Shares which such Equity Holder wishes to sell. The maximum number of shares which an Equity Holder can sell under this procedure shall be:

$$\left(\frac{X}{Y} \right) \times Z$$

where:

- X is the number of Shares held by the Equity Holder;
- Y is the total number of Shares in issue and outstanding;
- Z is the number of Shares the Relevant Shareholder proposes to sell.

Any Equity Holder who does not send a counter-notice within such five Business Day period shall be deemed to have specified that they wish to sell no Shares pursuant to this Article 15.

- 15.4 Following the expiry of five Business Days from the date the Equity Holders receive the Co-Sale Notice, the Relevant Shareholder shall be entitled to sell to the Buyer on the terms notified to the Equity Holders a number of shares not exceeding the number specified in the Co-Sale Notice less any shares which Equity Holders have indicated they wish to sell, provided that at the same time the Buyer (or another person) purchases from the Equity Holders the number of shares they have respectively indicated they wish to sell on terms no less favourable than those obtained by the Relevant Shareholder from the Buyer.
- 15.5 No sale by the Selling Relevant Shareholder shall be made pursuant to any Co-Sale Notice more than three months after service of that Co-Sale Notice.
- 15.6 Sales made by Equity Holders in accordance with this Article 15 shall not be subject to Article 12.
- 16. **DRAG ALONG**
 - 16.1 If the holders of more than 50% of the Ordinary Shares in issue for the time being (the "Selling Shareholders"), with Founder Consent, wish to transfer all of their Shares ("Sellers' Shares") to a bona fide arm's-length purchaser ("Proposed Buyer"), the Selling Shareholders shall have the option ("Drag Along Option") to require all the other holders of Shares on the date of the request ("Called Shareholders") to sell and transfer all their interest in Shares with full title guarantee to the Proposed Buyer (or as the Proposed Buyer may direct) in accordance with the provisions of this Article 16.
 - 16.2 The Selling Shareholders may exercise the Drag Along Option by giving notice in writing to that effect (a "Drag Along Notice"), at any time before the completion of the transfer of the Sellers' Shares, to the Company which the Company shall forthwith copy to the Proposed Buyer and each Called Shareholder. A Drag Along Notice shall specify:
 - 16.2.1 that the Called Shareholders are required to transfer all their Ordinary Shares ("Called Shares") pursuant to this Article 16;
 - 16.2.2 the identity of the Proposed Buyer (and, if relevant, the transferee(s) nominated by the Proposed Buyer);
 - 16.2.3 the consideration payable for the Called Shares calculated in accordance with Article 16.4; and
 - 16.2.4 the proposed date of completion of transfer of the Called Shares.
 - 16.3 Once given, a Drag Along Notice may not be revoked save with the prior consent of the Directors. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not completed the transfer of all the Sellers' Shares to the Proposed Buyer (or as the Proposed Buyer may direct) within 45 Business Days of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
 - 16.4 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be that to which they would be entitled if the total consideration proposed to be paid by the Proposed Buyer were distributed to

the holders of the Called Shares and the Sellers' Shares in accordance with the provisions of Article 7.

- 16.5 A Drag Along Notice may require a Called Shareholder to execute the same legally binding agreements and other related documentation as shall be entered into by the Selling Shareholders to effect the sale in question provided that:

16.5.1 such Called Shareholder shall give equivalent warranties and indemnities (if applicable) regarding title to its shares, authority and capacity to those being given by the Selling Shareholders which warranties and indemnities shall be given solely with respect to such Called Shareholder and the Called Shares held by him and, save in respect of fraud on the part of the Called Shareholder, the liability of the Called Shareholder in respect of any breach of those warranties and indemnities shall not exceed the consideration for which such Called Shareholder's Called Shares are to be transferred; and

16.5.2 unless a Called Shareholder shall expressly consent in writing otherwise any such liability of such Called Shareholder under Article 16.5.1 shall be several and not joint with any other person (except to the extent that funds may be paid out of any escrow established to cover breach of any representation, warranty or indemnity provided by all Selling Shareholders and Called Shareholders).

If the provisions of this Article 16.5 are void or unenforceable, but would be valid if some part of those provisions were amended or deleted, the provision in question shall apply with such modification or deletion as may be necessary to make it valid. The invalidity of any or all of the provisions of this Article 16.5 shall not affect the validity of the remainder of this Article 16.

- 16.6 Completion of the sale and purchase of the Called Shares shall take place on the same date as, and conditional upon the completion of, the sale and purchase of the Sellers' Shares unless:

16.6.1 all of the Called Shareholders and the Selling Shareholders otherwise agree; or

16.6.2 that date is less than 5 Business Days after the date of service of the Drag Along Notice, in which case completion of the sale and purchase of the Called Shares shall take place 15 Business Days after the date of service of the Drag Along Notice.

- 16.7 Within 15 Business Days of the Selling Shareholders serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for their Ordinary Shares in favour of the Proposed Buyer (or as the Proposed Buyer may direct), together with the share certificate(s) in respect of those Ordinary Shares (or a suitable indemnity in respect thereof) to the Company. On the expiration of that 15 Business Day period the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts they are respectively due pursuant to Article 16.4 to the extent the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the amounts due pursuant to Article 16.4 shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders pursuant to Article 16.4 in trust for the Called Shareholders without any obligation to pay interest.

- 16.8 To the extent that the Proposed Buyer has not, on the expiration of the 15 Business Day period, put the Company in funds to pay the amounts due pursuant to Article 16.4, the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificate(s) (or suitable indemnity) for the relevant Ordinary Shares and

the Called Shareholders shall have no further rights or obligations under this Article 16 in respect of that Drag Along Notice.

- 16.9 If any Called Shareholder fails to deliver to the Company a duly executed stock transfer form (or forms) in respect of the Called Shares held by him (together with the share certificate(s) in respect of those Called Shares (or a suitable indemnity in respect thereof)) the defaulting Called Shareholder shall be deemed to have appointed any person nominated for the purpose by the Selling Shareholders to be his agent and attorney to execute and deliver all necessary transfers on his behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Called Shares. After the Proposed Buyer (or person(s) nominated by the Proposed Buyer) has been registered as the holder of any such Called Shares, the validity of such proceedings shall not be questioned by any person. Failure to produce a share certificate shall not impede the registration of any transfer of Shares under this Article 16.
- 16.10 Upon any person, following the issue of a Drag Along Notice, becoming a Shareholder (or increasing an existing shareholding) including, without limitation, pursuant to the exercise of any option, warrant or other right to acquire or subscribe for, or to convert any security into, Ordinary Shares, whether or not pursuant to a Share Option Scheme (a "New Shareholder"), a Drag Along Notice shall be deemed to have been served upon the New Shareholder, on the same terms as the previous Drag Along Notice, and the New Shareholder shall then be bound to sell and transfer all such Ordinary Shares acquired by him to the Proposed Buyer (or as the Proposed Buyer may direct) and the provisions of this Article 16 shall apply mutatis mutandis to the New Shareholder, save that completion of the sale of such Ordinary Shares shall take place forthwith upon the later of the Drag Along Notice being deemed served on the New Shareholder and the date of completion of the sale of the Called Shares.
- 16.11 A transfer of Sellers' Shares by Selling Shareholders and any transfer of Called Shares to a Proposed Buyer (or as the Proposed Buyer may direct) pursuant to a sale in respect of which a Drag Along Notice has been duly served (or deemed served) shall not be subject to the pre-emption provisions of Article 12.
- 16.12 Any Transfer Notice or Deemed Transfer Notice served in respect of the transfer of any Share which has not completed before the date of service (or deemed service) of a Drag Along Notice shall automatically be revoked by the service (or deemed service) of a Drag Along Notice.
17. **EFFECT OF ACQUISITION OF A NEW HOLDING COMPANY**
- 17.1 In the event of a Holding Company Reorganisation approved by the Board (acting with Founder Consent) and the holders of more than 50% of the issued share capital of the Company ("**Proposed Reorganisation**"), all Shareholders shall consent to, vote for, raise no objections to and waive any applicable rights in connection with the Proposed Reorganisation ("**Reorganisation Actions**"). The Shareholders shall be required to take all Reorganisation Actions with respect to the Proposed Reorganisation as are required by the Board to facilitate the Proposed Reorganisation. If any Shareholder fails to comply with the provisions of this Article 17, the Company shall be constituted the agent of each defaulting Shareholder for taking the Reorganisation Actions as are necessary to effect the Proposed Reorganisation and the Directors may authorise an officer or member to execute and deliver on behalf of such defaulting Shareholder the necessary documents to effect the Proposed Reorganisation, including, without limitation, any share exchange agreement and/or stock transfer form.
- 17.2 The Company shall procure that the New Holding Company shall ensure that the shares issued by it to Shareholders (or a subsequent holder, as the case may be)

pursuant to the Holding Company Reorganisation will be credited as fully paid as to the amount determined in accordance with this Article 17 and which new shares shall be subject to the constitutional documents of the New Holding Company and otherwise (subject to the express provisions of such constitutional documents) have the same right as all other New Holding Company shares of the same class in issue at the time (other than as regards any dividend or other distribution payable by reference to a record date preceding the date of allotment and issue of such New Holding Company shares).

- 17.3 On any person, following the date of completion of a Holding Company Reorganisation, becoming a Shareholder pursuant to the exercise of a pre-existing option or warrant to acquire shares in the Company or pursuant to the conversion of any convertible security of the Company or otherwise, such new Shareholder shall then be bound to do all such acts and things necessary in order to transfer all such resulting shares to the New Holding Company, and the provisions of this Article 17 shall apply with the necessary changes to such new Shareholder.

DECISION-MAKING BY SHAREHOLDERS

18. GENERAL MEETINGS

- 18.1 No business other than, subject to Article 18.2, the appointment of the chairman of the meeting is to be transacted at a general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.
- 18.2 The Chairman shall chair general meetings. If there is no Chairman in office for the time being, or the Chairman is unable to attend any general meeting, the Directors present (or, if no Directors are present, the meeting) must appoint another Director present at the meeting (or, if no Directors are present, a Shareholder) to chair the meeting and the appointment of the chairman of the meeting must be the first business of the meeting.

19. VOTING

- 19.1 The Ordinary Shares shall confer on each holder of Ordinary Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 19.2 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.
- 19.3 Where Shares confer a right to vote, on a show of hands each holder of such shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll each such holder so present shall have one vote for each Equity Share held by him.
- 19.4 No voting rights attached to a share which is nil paid or partly paid may be exercised:
- 19.4.1 at any general meeting, at any adjournment of it or at any poll called at or in relation to it; or
- 19.4.2 on any proposed written resolution,
- unless all of the amounts payable to the Company in respect of that share have been paid.

20. NOTICES

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

- 20.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, on the second Business Day after posting 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);
- 20.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 20.1.3 if properly addressed and sent or supplied by electronic means, at the time of completion of transmission by the sender; and
- 20.1.4 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 20, if a communication is received between 5.30 pm on a Business Day and 9.30 am on the next Business Day, it shall be deemed to have been received at 9:30am on the second of such Business Days.

20.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

21. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

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

- 21.1.1 may be a party to, or otherwise interested in, any existing or proposed transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- 21.1.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of the Directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
- 21.1.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- 21.1.4 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;

- 21.1.5 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
- 21.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such 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.

22. DIRECTORS' CONFLICTS

- 22.1 The Directors may, in accordance with the requirements set out in this Article 22, 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**").
- 22.2 Any authorisation under this Article 22 will be effective only if:
 - 22.2.1 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;
 - 22.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - 22.2.3 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.
- 22.3 Any authorisation of a Conflict under this Article 22 may (whether at the time of giving the authorisation or subsequently):
 - 22.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 22.3.2 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;
 - 22.3.3 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;
 - 22.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;
 - 22.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and

- 22.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.
- 22.4 Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.
- 22.5 The Directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 22.6 A Director, notwithstanding his office, may be a Director or other officer of, employed by, or otherwise interested (including by the holding of shares) in his appointor(s) (or any Permitted Transferee of such appointor(s)) and no authorisation under Article 22.1 shall be necessary in respect of any such interest.
- 22.7 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
23. **INDEMNITY AND INSURANCE**
- 23.1 Subject to Article 23.2, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled, each Relevant Officer shall be:
- 23.1.1 indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a Relevant Officer in the actual or purported execution and/or discharge of his duties, or in relation thereto including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted, or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part, or in connection with any application in which the court grants him, in his capacity as a Relevant Officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or other Group Company's) affairs; and
- 23.1.2 provided by the Company with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 23.1 and otherwise may take any action to enable such Relevant Officer to avoid incurring such expenditure.
- 23.2 This Article 23 does not authorise any indemnity to the extent it would be prohibited or rendered void by any provision of the Act or by any other provision of law.
- 23.3 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Officer in respect of any Relevant Loss.
- 23.4 In this Article 23:
- 23.4.1 **"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 (or other Group Company) or any pension fund or employees' share scheme of the Company (or other Group Company); and

- 23.4.2 **"Relevant Officer"** means any director or other officer of any Group Company, but excluding in each case any person engaged by a Group Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor.