

COMPANY NUMBER: 05414023

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION OF

MODERN BIOSCIENCES LIMITED  
("the Company")

CIRCULATION DATE: 22 November 2018

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (as amended) (the "**Act**"), the directors of the Company propose that the following resolution be passed as a special resolution (the "**Resolution**").

**SPECIAL RESOLUTION**

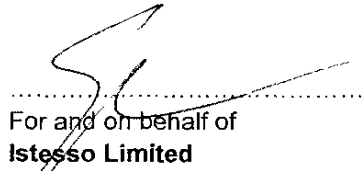
**THAT**, the draft articles of association annexed to this resolution (the "**New Articles**") be and are hereby adopted as the articles of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company.



## **AGREEMENT**

**Please read the Notes attached to this document before signifying your agreement to the Resolution.**

We the undersigned (being the sole shareholder entitled to vote on the Resolution on the Circulation Date) hereby irrevocably agree to the Resolution:



.....  
For and on behalf of  
**Istesso Limited**

Date:

22/11/2018

## NOTES

- 1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company before 5pm within 28 days of the Circulation Date (the “**Lapse Date**”) using one of the following methods:

**By Hand:** delivering the signed copy to Pinsent Masons Secretarial Limited at 1 Park Row, Leeds, LS1 5AB

**Post:** returning the signed copy by post to Pinsent Masons Secretarial Limited at 1 Park Row, Leeds, LS1 5AB

**E-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to Heidi.Jempeji@pinsentmasons.com.

- 2 If you do not agree with the Resolution, you do not need to do anything. You will not be deemed to agree if you fail to reply.
- 3 Once you have indicated your agreement to the Resolution, you may not revoke your agreement.
- 4 The Resolution is passed when the required majority of eligible members have signified their agreement to it.
- 5 If the Resolution is not passed by the Lapse Date, it will lapse. If the Company receives your signed document after the Lapse Date, your agreement to the Resolution will be ineffective.
- 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.

Articles of Association  
Modern Biosciences Limited

(Company Number 05414023)

SCW

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Adopted on 22<sup>nd</sup> November 2018

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**Companies Act 2006**  
**Private company limited by shares**  
**ARTICLES OF ASSOCIATION**  
**of**  
**MODERN BIOSCIENCES LIMITED**

**1. DEFINITIONS**

1.1 In these articles the following words and phrases have the meanings set out opposite them below:

<b>“Act”</b>	the Companies Act 2006 (as amended from time to time)
<b>“Adoption Date”</b>	the date of adoption of these articles
<b>“alternate” and “alternate director”</b>	have the meaning set out in article 23
<b>“Appointor”</b>	has the meaning given in article 23
<b>“these articles”</b>	means these articles of association, whether as originally adopted or from time to time altered by special resolution
<b>“Board”</b>	the board of directors of the Company from time to time present at a duly convened meeting of the Directors at which a quorum is present
<b>“Business Day”</b>	means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks are open for business in the City of London
<b>“Call”</b>	has the meaning given to it in article 14.3
<b>“Call Notice”</b>	has the meaning given to it in article 14.3
<b>“Company”</b>	Modern Biosciences Limited (company number 05414023) whose registered office is at The Walbrook Building, 25 Walbrook, London, Ec4N 8AF
<b>“Company’s Lien”</b>	shall have the meaning set out in article 14.1 and <b>“Lien”</b> shall be construed accordingly
<b>“Director”</b>	each director of the Company from time to time

<b>“electronic form”</b>	has the meaning given in section 1168 of the Act
<b>“Eligible Director”</b>	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 counted in respect of a particular matter)
<b>“Fair Value”</b>	as provided in article 9.2
<b>“Group”</b>	the Company, its subsidiaries, any holding company of the Company and any subsidiary of any such holding company from time to time and <b>“Group Company”</b> shall be construed accordingly
<b>“hard copy form”</b>	has the meaning given in section 1168 of the Act
<b>“holding company”</b>	has the meaning given in section 1159 of the Act
<b>“Independent Expert”</b>	an umpire (acting as an expert and not as an arbitrator) nominated by the parties concerned or, in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales, whose decision shall, save in the case of manifest error, be final and binding
<b>“Interested Director”</b>	shall have the meaning set out in article 12.4
<b>“Lien Enforcement Notice”</b>	a notice in writing which complies with the requirements of article 14.2(b)
<b>“Member of the Same Group”</b>	shall have the meaning set out in article 8.1
<b>“Model Articles”</b>	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
<b>“ordinary resolution”</b>	has the meaning given in section 282 of the Act
<b>“Ordinary Shareholders”</b>	means the holders of Ordinary Shares, from time to time
<b>“Ordinary Shares”</b>	the ordinary shares of £0.001 each in the capital of the Company
<b>“Relevant Interest”</b>	shall have the meaning set out in article 12.4

<b>“Relevant Securities”</b>	all shares, rights to subscribe for shares or to receive them for no consideration and all securities convertible into shares after the Adoption Date, but excluding: <ul style="list-style-type: none"> <li>(a) the grant of options to subscribe for shares under a share option scheme (and the issue of the shares upon exercise of such options);</li> <li>(b) any shares which the Company is required to issue by reason of a right specifically attached to shares under these articles</li> </ul>
<b>“Sale Price”</b>	shall have the meaning set out in article 9.2
<b>“Sale Shares”</b>	<i>the shares specified for sale in a Transfer Notice</i>
<b>“shares”</b>	means any share forming part of the share capital of the Company from time to time
<b>“special resolution”</b>	has the meaning given in section 238 of the Act
<b>“subsidiary”</b>	has the meaning given in section 1159 of the Act
<b>“Total Transfer Condition”</b>	shall have the meaning set out in article 9.3
<b>“Transferee”</b>	has the meaning given in article 9.10
<b>“Transfer Notice”</b>	a notice in writing given by any Ordinary Shareholder to the Company where such Ordinary Shareholder desires to transfer any shares

- 1.2 Whether or not persons are **‘acting in concert’** will be determined by the then most recent edition of the City Code on Takeovers and Mergers.
- 1.3 A person shall be deemed to be connected with another if that person is connected with another within the meaning of Sections 1122 and 1123 of the Corporation Tax Act 2010.
- 1.4 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 date of adoption of these articles.

## **2. APPLICATION OF 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(1), 8, 9(1) and (3), 11(2) and (3), 12, 13, 14(1) to (4) (inclusive), 16, 26(5), 44(2) and 51 to 53 (inclusive) shall not apply to the Company.
- 2.3 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".
- 2.4 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 article 28(2)," after the words "the transmittee's name".

## **3. DIVIDENDS**

Any profits which the Company determines to distribute in respect of any financial year (as defined in the Act) shall be distributed amongst the Ordinary Shareholders pro rata according to number of Ordinary Shares held by each of them.

## **4. VOTING**

- 4.1 Subject to any other provisions in these articles concerning voting rights, every Ordinary Shareholder shall have the right to receive notice of and attend and vote at any general meeting of the Company and on any written shareholder resolution of the Company.
- 4.2 Votes on shares may be exercised:
  - (a) on a show of hands by every Ordinary Shareholder entitled to vote at the general meeting and who (being an individual) is present in person or (being a corporation) is present by a representative (in which case each Ordinary Shareholder holding shares with votes shall have one vote); and
  - (b) on a poll by every Ordinary Shareholder entitled to vote at the general meeting and who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by a proxy (in which case each Ordinary Shareholder holding shares with votes shall have one vote for each such share held).

- 4.3 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. Model Article 44(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that Model Article.

## 5. PROXIES

- 5.1 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may be sent or supplied in hard copy form, or (subject to any conditions and limitations which the Board may specify) in electronic form, to the registered office of the Company or to such other address (including electronic address) as may be specified for this purpose in the notice convening the meeting or in any instrument of proxy or any invitation to appoint a proxy sent or supplied by the Company in relation to the meeting at any time before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote.
- 5.2 Model Article 45(1) shall be amended by:
- (a) the deletion of Model Article 45(1)(d) and its replacement with the words "*is delivered to the Company in accordance with these articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate*"; and
  - (b) the insertion of the words "*and a proxy notice which is not delivered in such manner shall be invalid, unless the Directors, in their discretion, accept the notice at any time before the meeting*" as a new paragraph at the end of that Model Article.

## 6. FURTHER ISSUES OF SHARES

- 6.1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of any Relevant Securities made by the Company.
- 6.2 Unless otherwise agreed 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 all Ordinary Shareholders on the date of the offer on the same terms, and at the same price, as those Relevant Securities are being offered to other persons on a *pari passu* and *pro rata* basis to the number of shares held by those holders (as nearly as possible without involving fractions). The offer:

- (a) shall be in writing, shall be open for acceptance for a period of 21 Business Days from the date of the offer and shall give details of the number and subscription price of the Relevant Securities; and
  - (b) may stipulate that any Ordinary Shareholder who wishes to subscribe for a number of Relevant Securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess Relevant Securities ("**Excess Securities**") for which he wishes to subscribe.
- 6.3 Any Relevant Securities not accepted by Ordinary Shareholders pursuant to the offer made to them in accordance with article 6.2 shall be used for satisfying any requests for Excess Securities made pursuant to article 6.2. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants pro rata to the number of shares held by the applicants immediately before the offer was made to Ordinary Shareholders in accordance with article 6.2 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any Ordinary Shareholder beyond that applied for by him). After that allotment, any Excess Securities remaining shall be offered to any other person as the Board may determine, at the same price and on the same terms as the offer to the Ordinary Shareholders.
- 6.4 Subject to articles 6.2 and 6.3 and to section 551 of the Act, any Relevant Securities shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.
- 6.5 Without the prior written consent of the Board, no shares shall be allotted to any employee, director, prospective employee or director of any member of the Group unless such person has entered into a joint election with the Company under section 431 of the Income Tax (Earnings and Pensions) Act 2003.

## 7. TRANSFER OF SHARES

- 7.1 The Directors shall refuse to register any transfer of shares made in contravention of the provisions of these articles but shall not otherwise be entitled to refuse to register any transfer of shares unless (i) they suspect that the proposed transfer may be fraudulent, (ii) the registration thereof would permit the registration of a transfer of shares on which the Company has a lien, or (iii) the transfer is to a minor. For the purpose of ensuring that a particular transfer of shares is permitted under the provisions of these articles, the Directors may request the transferor, or the person named as transferee in any transfer lodged for registration, to furnish the Company with such information and evidence as the Directors may reasonably think necessary or relevant. Failing such information or evidence being furnished to the satisfaction of the

Directors within a period of 28 days after such request the Directors shall be entitled to refuse to register the transfer in question.

7.2 If, in relation to a transfer of shares, the transferor thereof is a party to any agreement between the Company and some or all of its Ordinary Shareholders (being an agreement additional to these articles) or in the event of an allotment of a new share to a person who is not an Ordinary Shareholder, then the Directors may:

- (a) require the transferee or allottee of such shares (as the case may be) to enter into a written undertaking (in such form as the Directors shall prescribe) to be bound (to the same extent as the transferor or to such other extent as the Directors shall reasonably stipulate) by the provisions of such agreement; and
- (b) decline to register the transfer or allotment of such shares unless and until the transferee has entered into such written undertaking.

## 8. PERMITTED TRANSFERS

8.1 Notwithstanding any other provisions of these articles, a transfer of any shares in the Company held by any Ordinary Shareholder which is a body corporate may be made to:

- (a) any subsidiary of that body corporate;
- (b) that body corporate's holding company; or
- (c) any subsidiary of that holding company

(a **"Member of the Same Group"**) without restriction as to price or otherwise, and any such transfer shall be registered by the Directors. If any such transferee ceases to be a Member of the same Group as the original transferor it shall forthwith transfer the relevant shares back to the original transferor, or another Member of the Same Group as the original transferor. Any combined Members of the Same Group will be classed as a single holding in the Company.

## 9. PRE-EMPTION RIGHTS

### Transfer Notices and Sale Price

9.1 Except where otherwise provided in these articles (including under article 8), every Ordinary Shareholder who desires to transfer any interest in shares (**"Seller"**) must serve a transfer notice (**"Transfer Notice"**).

9.2 Transfer Notices shall constitute the Company as the Seller's agent for the sale of the Sale Shares at the price at which the Seller wishes to offer the Shares for sale or, if no price has been specified, at a price agreed by the Seller and the Directors (the **"Sale Price"**). If the Seller and the Directors are unable to agree a price within 21 days of the Transfer Notice being given or being deemed to have been given, the Sale Price will instead be the price which the Independent Expert shall certify to be in his opinion a fair

value of the Sale Shares ("**Fair Value**"). In arriving at his opinion the Independent Expert will value the Sale Shares as at the date the Transfer Notice is given, or is deemed to have been given, on a going concern basis as between a willing seller and a willing buyer, ignoring any reduction in value which may be ascribed to the Sale Shares by virtue of the fact that they represent a minority interest and on the assumption that the Sale Shares are capable of transfer without restriction. The decision of the Independent Expert as to the Sale Price shall be final and binding.

#### **Right of Seller to reject partial sales**

- 9.3 A Transfer Notice may contain a condition (a "**Total Transfer Condition**") that unless all the Sale Shares are sold by the Company pursuant to this article none shall be sold. Any such provision shall be binding on the Company.

#### **Certification of the Sale Price and right of Seller to cancel**

- 9.4 If the Independent Expert is asked to certify the Fair Value his certificate shall be delivered to the Company. As soon as the Company receives the certificate it shall deliver a copy of it to the Seller. The Seller shall be entitled by notice in writing given to the Company within 14 days of the service upon him of the copy certificate to cancel the Company's authority to sell the Sale Shares. The cost of obtaining the certificate shall be paid by the Company unless the Seller cancels the Company's authority to sell the Sale Shares in which case the Seller shall bear the cost.

#### **Pre-emptive offers - general**

- 9.5 Once the Sale Price has been agreed or determined (as the case may be) then, unless the Seller has given a valid notice of cancellation pursuant to article 9.4, the Sale Shares shall be offered for sale in accordance with the following provisions of this article.
- 9.6 The Sale Shares shall be allocated by the Directors in satisfaction of the applications received in accordance with the procedure set out in this article.
- 9.7 If the total number of Sale Shares applied for by the Ordinary Shareholders is equal to or less than the number of Sale Shares available, the Sale Shares shall be allocated in satisfaction of the applications received and where the total number of Sale Shares applied for by the Ordinary Shareholders is less than the number of Sale Shares available (and following such allocation), the provisions of article 9.8 shall apply.
- 9.8 If the total number of Sale Shares applied for is more than the number of Sale Shares available, the Directors shall allocate Sale Shares in satisfaction of each Ordinary Shareholder's application for Sale Shares in accordance with the following formula. This formula shall be applied repeatedly until such time as there are no Sale Shares remaining to be allocated. Each application of the formula is herein referred to as an "**iteration**"

$$A = \frac{B \times D}{C}$$

- A** is the number of Sale Shares to be allocated to the relevant Ordinary Shareholder in the iteration.
- B** is the number of Ordinary Shares held by the Ordinary Shareholder prior to the contemplated transfer.
- C** is the number of shares held by all holders of Ordinary Shares to whom the iteration is being applied.
- D** is the number of Sale Shares or, after the first iteration, the number of Sale Shares remaining unallocated by previous iterations.

9.9 If, in any iteration, an Ordinary Shareholder would be allocated all or more than all of the Sale Shares for which he applied (including allocations from previous iterations) then any excess will not be allocated to that Ordinary Shareholder. That Ordinary Shareholder will cease to take part in any further iterations and the excess Sale Shares will be available for allocation in the next iteration.

9.10 The Company shall notify the Seller and each Ordinary Shareholder who applied for Sale Shares ("**Transferee**") of the number of Sale Shares that have been allocated and the persons to whom they have been allocated. The notification shall include the place and time (being not later than 14 days after the date by which applications had to be received) at which the sale of the Sale Shares shall be completed.

#### **Transfer procedure for pre-emptive offers**

9.11 If the Company finds a purchaser or purchasers for all or any of the Sale Shares under the terms of this article the Seller shall be bound, upon receipt of the Sale Price, to transfer the Sale Shares (or such of the same for which the Company shall have found a purchaser or purchasers) to such persons. If the Seller defaults in transferring Sale Shares the Company shall, if so required by the person or persons willing to purchase such Sale Shares, receive and give a good discharge for the purchase money on behalf of the Seller and shall authorise some person to execute transfers of the Sale Shares in favour of the purchasers and shall enter the names of the purchasers in the Register of Shareholders as the holder of such of the Sale Shares as have been transferred to them.

#### **Effect of non-compliance**

9.12 Any purported transfer of shares otherwise than in accordance with the provisions of these articles shall be void and have no effect.

## **10. APPOINTMENT AND REMOVAL OF DIRECTORS**

- 10.1 The Directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director. In addition, Ordinary Shareholders representing more than half of the shares which carry the right to attend and vote at general meetings of the Company may by notice to the Company together appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.
- 10.2 Unless otherwise determined by ordinary resolution, the number of Directors shall not be subject to any maximum but shall be no fewer than one.
- 10.3 In addition to the rights under article 17(1) of the Model Articles, a shareholder or shareholders having the right to attend and vote at any general meeting of the Company and holding 75 per cent or more in nominal value of the shares giving that right may from time to time by notice in writing or (subject to the Act) in electronic form to the Company remove any Director from office or appoint any person to be a director, and any such removal or appointment shall be deemed to be an act of the Company and not only of such shareholder or shareholders. Any such notice may consist of one or more documents each executed by or on behalf of such shareholder or shareholders and shall take effect at and from the time when such notice is received at the registered office of the Company or produced to a meeting of the Directors of the Company.
- 10.4 Model Article 18 shall be modified by the addition of the following events upon the occurrence of which a person shall cease to be a Director:
- (a) he is convicted of a criminal offence (other than a minor motoring offence) and a majority of the other Directors resolve that he cease to be a Director; and
  - (b) unless the Board decides otherwise, he shall cease to be employed by the Company or other Group Company (as appropriate) or, if applicable, ceases to provide consultancy services to the Company or other Group Company and does not either continue as an employee of or consultant to any other Group Company or otherwise provide consultancy services to any other Group Company.

## **11. PROCEEDINGS OF DIRECTORS**

- 11.1 Notice of a Directors' meeting must in so far as is reasonably practicable be given to each Director and alternate director (whether or not in the United Kingdom), but need not be in writing and the accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any Director or alternate director shall not invalidate the proceedings of that meeting. Article 9(3) of the Model Articles shall not apply.
- 11.2 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company at any time before or after the date on which the meeting is held. Where such notice is

given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it. Article 9(4) of the Model Articles shall not apply.

- 11.3 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 11.4 (subject to article 11.5 and article 11.6). 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.
- 11.4 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.
- 11.5 A decision taken in accordance with article 11.4 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.
- 11.6 A decision may not be taken in accordance with article 11.4 if the Eligible Directors would not have formed a quorum at a Directors' meeting to vote on the matter in accordance with article 11.7 and article 11.8.
- 11.7 The quorum for any meeting (or, where specified below, part of a meeting) of the Directors shall be at least two Directors, save where there is only one Director (or one Eligible Director) in office, in which case the quorum shall be one.
- 11.8 If the necessary quorum pursuant to article 11.7 for any meeting is not present within 30 minutes 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 date which is one week from the original meeting or to such other time and place as the Directors determine. If a quorum is not present at any such adjourned meeting within 30 minutes from the time appointed, then those present shall constitute a quorum and the meeting shall proceed. No business shall be raised at a meeting adjourned pursuant to this article 11.8 unless it was included in the agenda and associated notices of the original meeting.
- 11.9 For the purposes of any meeting (or part of a meeting) held to authorise a conflict of interest, 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.
- 11.10 Provided (if these articles so require) that he has declared to the Directors, in accordance with the provisions of these articles, the nature and extent of his interest) and subject to any restrictions on voting or counting in a quorum imposed by the Directors in authorising a Relevant Interest, a Director may vote at a meeting of the Directors or of a committee of the Directors on any resolution concerning a matter in which he has an interest, whether a direct or indirect interest, or in relation to which he



has a duty and shall also be counted in reckoning whether a quorum is present at such a meeting.

## 12. DIRECTORS' CONFLICTS OF INTEREST

### *Specific interests of a Director*

12.1 Subject to the provisions of the Act and provided (if these articles so require) that he has declared to the Directors in accordance with the provisions of these articles, the nature and extent of his interest, a Director may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest of the following kind:

- (a) where a Director (or a person connected with him) is party to or in any way directly or indirectly interested in, or has any duty in respect of, any existing or proposed contract, arrangement or transaction with the Company or any other undertaking in which the Company is in any way interested;
- (b) where a Director (or a person connected with him) is a director, employee or other officer of, or a party to any contract, arrangement or transaction with, or in any way interested in, any body corporate promoted by the Company or in which the Company is in any way interested;
- (c) where a Director (or a person connected with him) is a shareholder in the Company or a shareholder in, employee, director, member or other officer of, or consultant to, a parent undertaking of, or a subsidiary undertaking of a parent undertaking of, the Company;
- (d) where a Director (or a person connected with him) holds and is remunerated in respect of any office or place of profit (other than the office of auditor) in respect of the Company or body corporate in which the Company is in any way interested;
- (e) where a Director is given a guarantee, or is to be given a guarantee, in respect of an obligation incurred by or on behalf of the Company or any body corporate in which the Company is in any way interested;
- (f) where a Director (or a person connected with him or of which he is a member or employee) acts (or any body corporate promoted by the Company or in which the Company is in any way interested of which he is a director, employee or other officer may act) in a professional capacity for the Company or any body corporate promoted by the Company or in which the Company is in any way interested (other than as auditor) whether or not he or it is remunerated for this;
- (g) an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- (h) any other interest authorised by ordinary resolution.

*Interests of which a Director is not aware*

12.2 For the purposes of this article 12, an interest of which a Director is not aware and of which it is unreasonable to expect him to be aware shall not be treated as an interest of his.

*Accountability of any benefit and validity of a contract*

12.3 In any situation permitted by this article 12 (save as otherwise agreed by him) a Director shall not by reason of his office be accountable to the Company for any benefit which he derives from that situation and no such contract, arrangement or transaction shall be avoided on the grounds of any such interest or benefit.

*Terms and conditions of Board authorisation*

12.4 Any authority given in accordance with section 175(5)(a) of the Act in respect of a Director ("**Interested Director**") who has proposed that the Directors authorise his interest ("**Relevant Interest**") pursuant to that section may, for the avoidance of doubt:

- (a) be given on such terms and subject to such conditions or limitations as may be imposed by the authorising Directors as they see fit from time to time, including, without limitation:
  - (i) restricting the Interested Director from voting on any resolution put to a meeting of the Directors or of a committee of the Directors in relation to the Relevant Interest;
  - (ii) restricting the Interested Director from being counted in the quorum at a meeting of the Directors or of a committee of the Directors where such Relevant Interest is to be discussed; or
  - (iii) restricting the application of the provisions in articles 12.5 and 12.6, so far as is permitted by law, in respect of such Interested Director;
- (b) be withdrawn, or varied at any time by the Directors entitled to authorise the Relevant Situation as they see fit from time to time,

and, an Interested Director must act in accordance with any such terms, conditions or limitations imposed by the authorising Directors pursuant to section 175(5)(a) of the Act and this article 12.

*Director's duty of confidentiality to a person other than the Company*

12.5 Subject to article 12.6 (and without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this article 12), if a Director, otherwise than by virtue of his position as Director, receives information in respect of which he owes a duty of confidentiality to a person other than the Company, he shall not be required:

- (a) to disclose such information to the Company or to any Director, or to any officer or employee of the Company; or
- (b) otherwise to use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director.

12.6 Where such duty of confidentiality arises out of a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, article 12.5 shall apply only if the conflict arises out of a matter which falls within article 12.1 or has been authorised under section 175(5)(a) of the Act.

*Additional steps to be taken by a Director to manage a conflict of interest*

12.7 Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director may take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the Directors for the purpose of or in connection with the situation or matter in question, including without limitation:

- (a) absenting himself from any discussions, whether in meetings of the Directors or otherwise, at which the relevant situation or matter falls to be considered; and
- (b) excluding himself from documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information.

*Requirement of a Director to declare an interest*

12.8 Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by article 12.1 at a meeting of the Directors, or by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required by a Director in relation to an interest:

- (a) falling under article 12.1(g);
- (b) if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware); or
- (c) if, or to the extent that, it concerns the terms of his service contract (as defined by section 227 of the Act) that have been or are to be considered by a meeting of

the Directors, or by a committee of Directors appointed for the purpose under these articles.

*Shareholder approval*

12.9 Subject to section 239 of the Act, the Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of this article 12.

12.10 For the purposes of this article 12:

- (a) a conflict of interest includes a conflict of interest and duty and a conflict of duties;
- (b) the provisions of section 252 of the Act shall determine whether a person is connected with a Director; and
- (c) a general notice to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified.

**13. NOTICES OF GENERAL MEETINGS AND QUORUM**

13.1 Every notice convening a general meeting may be given in accordance with section 308 of the Act, that is, in hard copy form or electronic form by email and shall comply with the provisions of section 325(1) of the Act as to giving information to members in regard to their right to appoint proxies. Notices of, and other communications relating to, any general meeting which any member is entitled to receive shall be sent to the Directors and to the auditors of the Company.

13.2 The quorum for a general meeting shall be at least two qualifying persons (as defined in section 318 of the Act) present at the general meeting, except when the Company has only one shareholder, when the quorum shall be one such qualifying person.

13.3 Where a general meeting is adjourned under Model Article 41 because a quorum is not present or if during a meeting a quorum ceases to be present, and at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Ordinary Shareholders present shall form a quorum, and Model Article 41 shall be modified accordingly.

13.4 Ordinary resolutions and special resolutions may be passed as written resolutions in accordance with the Act. A proposed written resolution will lapse if not passed before the period of 28 days beginning with the circulation date. A written resolution shall be deemed to have been executed on behalf of a corporation if signed by one of its directors or its secretary. In the case of a share held by joint holders, the signature of any one shall be sufficient.

## 14. LIEN, CALLS ON SHARES AND FORFEITURE

14.1 The Company has a lien (the "**Company's Lien**") over every share which is registered in the name of a person indebted or under any liability to the Company for unpaid capital in respect of Shares, whether he is the sole registered holder of the share or one of several joint holders.

### 14.2 Enforcement of the Company's Lien

- (a) Subject to the provisions of this article 14.2, if:
  - (i) a Lien Enforcement Notice has been given in respect of a share; and
  - (ii) the person to whom the notice was given has failed to comply with it,the Company may sell that share in such manner as the Directors decide.
- (b) A Lien Enforcement Notice:
  - (i) may only be given in respect of a share which is subject to the Company's Lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
  - (ii) must specify the share concerned;
  - (iii) must require payment of the sum within 14 clear days of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires);
  - (iv) must be addressed either to the Ordinary Shareholder or to a transmittee of that holder; and
  - (v) must state the Company's intention to sell the share if the notice is not complied with.
- (c) Where shares are sold under this article 14.2:
  - (i) the Directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or to a person nominated by the purchaser; and
  - (ii) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.
- (d) The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
  - (i) first, in payment of so much of the sum for which the lien exists as was payable at the date of the Lien Enforcement Notice; and

- (ii) second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the Company for cancellation, or an indemnity in a form reasonably satisfactory to the Directors has been given for any lost certificates, and subject to a lien equivalent to the Company's Lien over the shares before the sale for any money payable by that person (or his estate or any joint holder of the shares) after the date of the Lien Enforcement Notice.
- (e) A statutory declaration by a Director that the declarant is a Director and that a share has been sold to satisfy the Company's Lien on a specified date:
  - (i) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
  - (ii) subject to compliance with any other formalities of transfer required by these articles or by law, constitutes a good title to the share.

#### 14.3 Call notices

- (a) Subject to these articles and the terms on which shares are allotted, the Directors may send a notice (a "Call Notice") to an Ordinary Shareholder requiring the Ordinary Shareholder to pay the Company a specified sum of money due in respect of a Share (a "Call") which is payable to the Company at the date when the Directors decide to send the Call Notice.
- (b) A Call Notice:
  - (i) may not require an Ordinary Shareholder to pay a Call which exceeds the total amount of his indebtedness or liability to the Company;
  - (ii) must state when and how any Call to which it relates is to be paid; and
  - (iii) may permit or require the Call to be made in instalments.
- (c) An Ordinary Shareholder must comply with the requirements of a Call Notice, but no Ordinary Shareholder is obliged to pay any Call before 14 clear days (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) have passed since the notice was sent.
- (d) Before the Company has received any Call due under a Call Notice the Directors may:
  - (i) revoke it wholly or in part; or
  - (ii) specify a later time for payment than is specified in the notice,by a further notice in writing to the Ordinary Shareholder in respect of whose shares the Call is made.

- (e) A Call Notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the Company in respect of that share:
  - (i) on allotment;
  - (ii) on the occurrence of a particular event; or
  - (iii) on a date fixed by or in accordance with the terms of issue.

#### 14.4 Forfeiture

- (a) If a person is liable to pay a Call and fails to do so by the Call payment date:
  - (i) the Directors may issue a notice of intended forfeiture to that person; and
  - (ii) until the Call is paid, that person must pay the company interest on the Call from the Call payment date at the relevant rate.
- (b) A notice of intended forfeiture:
  - (i) may be sent in respect of any share in respect of which a Call has not been paid as required by a Call Notice;
  - (ii) must be sent to the holder of that share (or all the joint holders of that share) or to a transmittee of that holder;
  - (iii) must require payment of the Call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not less than 14 clear days after the date of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires);
  - (iv) must state how the payment is to be made; and
  - (v) must state that if the notice is not complied with, the shares in respect of which the Call is payable will be liable to be forfeited.
- (c) At any time before the Company disposes of a forfeited share, the Directors may decide to cancel the forfeiture on payment of all Calls, interest and expenses due in respect of it and on such other terms as they think fit.

#### 15. PARTLY PAID SHARES

- 15.1 Model Article 21(1) shall not apply to the Company and shares may be issued other than fully paid.
- 15.2 If the subscription price of any share (including any premium) is partly paid, the rights to dividend of any such share shall be abated in the same proportion as the unpaid amount bears to the total subscription price.

## **16. MEANS OF COMMUNICATION TO BE USED**

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

- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 24 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) if properly addressed and sent or supplied by electronic means, six hours after the document or information was sent or supplied; and
- (d) 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 16, no account shall be taken of any part of a day that is not a Business Day, save for the purposes of determining whether sufficient notice of a general meeting has been given.

16.2 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.

## **17. DIRECTORS' EXPENSES**

Model Article 20 shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".

## **18. INDEMNITY**

18.1 Subject to the provisions of and so far as may be permitted by, the Act:

- (a) every Director or other officer of the Company (excluding the Company's auditors) shall be entitled to be indemnified by the Company (and the Company shall also be able to indemnify directors of any associated company (as defined in section 256 of the Act)) out of the Company's assets against all liabilities incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in



connection with his duties, powers or office, provided that no Director of the Company or any associated company is indemnified by the Company against:

- (i) any liability incurred by the Director to the Company or any associated company; or
- (ii) any liability incurred by the Director to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirements of a regulatory nature; or
- (iii) any liability incurred by the Director:
  - (A) in defending any criminal proceedings in which he is convicted;
  - (B) in defending civil proceedings brought by the Company or any associated company in which final judgment (within the meaning set out in section 234 of the Act) is given against him; or
  - (C) in connection with any application under sections 661(3) or 661(4) or 1157 of the Act (as the case may be) for which the court refuses to grant him relief,

save that, in respect of a provision indemnifying a director of a company (whether or not the Company) that is a trustee of an occupational pension scheme (as that term is used in section 235 of the Act) against liability incurred in connection with that company's activities as trustee of the scheme, the Company shall also be able to indemnify any such director without the restrictions in articles 18.1(a)(iii)(A) and 18.1(a)(iii)(B) applying;

- (b) the Directors may exercise all the powers of the Company to purchase and maintain insurance for any such Director or other officer against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company, or any associated company including (if he is a director of a company which is a trustee of an occupational pension scheme) in connection with that company's activities as trustee of an occupational pension scheme.

18.2 The Company shall (at the cost of the Company) effect and maintain for each Director policies of insurance insuring each Director against risks in relation to his office as each Director may reasonably specify including without limitation, any liability which by virtue of any rule of law may attach to him in respect of any negligence, default of duty or breach of trust of which he may be guilty in relation to the Company.

19. **OBJECTS**

The Company's objects are unrestricted.

20. **LIABILITY OF ORDINARY SHAREHOLDERS**

The liability of the Ordinary Shareholders is limited to the amount, if any, unpaid on the shares held by them.

21. **BORROWING POWERS**

The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part of it, and to issue debentures, debenture stocks and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

22. **DATA PROTECTION**

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

22.2 The personal data that may be processed for such purposes under this article 22 shall include any information which may have a bearing on the prudence or commercial merits of investing, or disposing of any shares (or other investment or security) in the Company. Other than as required by law, court order or any regulated authority, that personal data shall not be disclosed by a Recipient or any other person, except to:

- (a) a Member of the same Group as the Recipient ("**Recipient Group Companies**");
- (b) to employees, directors and professional advisors of that Recipient or the Recipient Group Companies; and
- (c) to Investments Funds managed by any of the Recipient Group Companies.

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

23. **ALTERNATE DIRECTORS**

**Appointment and removal of alternate directors**

23.1 Any Director ("**appointor**") may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to:

- (a) exercise that Director's powers; and

(b) carry out that Director's responsibilities,

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

23.2 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.

23.3 The notice must:

(a) identify the proposed alternate; and

(b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the Director giving the notice.

#### **Rights and responsibilities of alternate directors**

23.4 An alternate director may act as alternate director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's appointor(s).

23.5 Except as the articles specify otherwise, alternate directors:

(a) are deemed for all purposes to be Directors;

(b) are liable for their own acts and omissions;

(c) are subject to the same restrictions as their appointors; and

(d) are not deemed to be agents of or for their appointors,

and, in particular, each alternate director shall be entitled to receive notice of all meetings of Directors (but not meetings of committees of Directors) of which his appointor is a member (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him).

23.6 A person who is an alternate director but not, in the absence of such appointment, a Director:

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

(b) may participate in a unanimous decision of the Directors (but only if his appointor is an Eligible Director in relation to that decision, but does not participate); and

(c) shall not be counted as more than one director for the purposes of articles 23.6(a) and 23.6(b).

23.7 A Director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any

decision of the Directors (provided that his appointor is an Eligible Director in relation to that decision), but shall not count as more than one Director for the purposes of determining whether a quorum is present.

- 23.8 An alternate director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

#### **Termination of alternate directorship**

23.9 An alternate director's appointment as an alternate terminates:

- (a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) 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;
- (c) on the death of the alternate's appointor; or
- (d) when the alternate appointor's appointment as a Director terminates.

23.10 A Director may not appoint any person to be an alternate director in respect of any committee of the Directors.

#### **24. PARENT COMPANY**

24.1 Whenever a company wherever incorporated (hereinafter called the "**Parent Company**") is the holder of not less than 90 per cent of the Shares of the Company the following provisions will apply and to the extent of any inconsistency will have overriding effect as against all other provisions of these Articles:-

- (a) the Parent Company may at any time and from time to time appoint any person to be a Director or remove from office any Director howsoever appointed, but so that any such removal shall be without prejudice to any claim for breach of contract under any employment agreement between the Company and the director so removed;
- (b) no securities or Shares may be issued or agreed to be issued or put under option without the consent of the Parent Company; and
- (c) any or all powers of the directors will be restricted in such respects and to such extent as the Parent Company may by notice to the Company from time to time prescribe.

24.2 Any such appointment, removal, consent or notice must be in writing served on the Company and signed on behalf of the Parent Company by any two of its directors or by

any one of its directors and its secretary or some other person duly authorised for the purpose.

- 24.3 No person dealing with the Company will be concerned to see or enquire as to whether the powers of the directors have been in any way restricted under this Article or as to whether any requisite consent of the Parent Company has been obtained and no obligation incurred or security given or transaction effected by the Company to or with any third party will be invalid or ineffectual unless the third party had at the time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the Directors.

