

ARTICLES OF ASSOCIATION: TAG-ALONG/DRAG-ALONG

Definitions used in this document, to be included in Definitions/Interpretation section of Articles of Association:

Board means the board of Directors at the relevant time.

Business
general

Close Family
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Company
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Control

(a)

(b)

and Control

Director

[Investor]

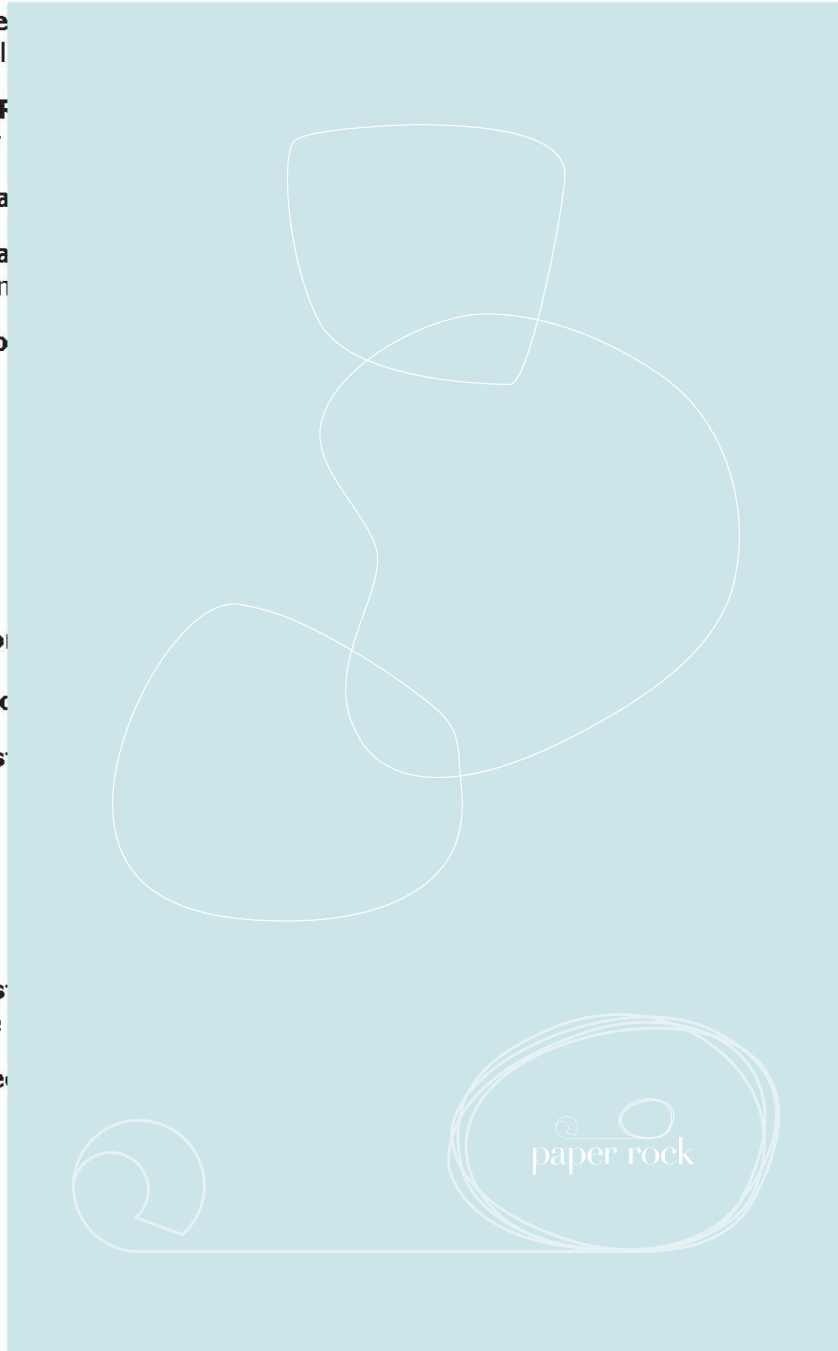
(a)

(b)

[Investor]
to time

Related

(a)



(b) in relation to a company, any person that, directly or indirectly, Controls or is Controlled by or is under common Control with that company.

Share means an ordinary share of £[PAR AMOUNT] in the capital of the Company and any other share of any class in the Company from time to time.

Shareholder means any person holding any Shares from time to time.

Shareholders' Agreement means any shareholders agreement relating to the Company between Shareholders holding not less than 75% of the Shares then in issue and the Company.

Include as new numbered Articles

1 Tag-along

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2 Drag-a

2.1 If one c
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the following

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Shareholders
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terms as, and simultaneously with, the proposed sale of Shares by the Drag Sellers to the Drag Buyer, save that no Dragged Shareholder shall be obliged to give any representations, warranties or indemnities to the Drag Buyer other than as to capacity and title to Shares and shall be entitled to receive the cash equivalent of any non-cash consideration; and

(c) the Drag Notice shall oblige each of the Dragged Shareholders to deliver up to the Drag Buyer within [10] Business Days from the date of the Drag Notice an executed

transfer of its Shares and the certificates for the same and to sign and execute all other relevant documents in connection with the sale against payment of the price for their Shares.

- 2.2 Once given, a Drag Notice may not be revoked but shall lapse if, for any reason, the Drag Sellers have not completed the transfer of all the Drag Sellers' Shares to the Drag Buyer within 30 Business Days of the date of the Drag Notice. The Drag Sellers may serve further Drag Notices following the lapse of any particular Drag Notice.
- 2.3 Upon an offer to purchase Shares from a holder of Shares, the holder shall, upon acquiring the Shares, become a member of the Company and shall have all the rights and obligations of a member of the Company, including the right to vote and to receive dividends. The holder shall also have the right to appoint a proxy to attend and vote at any general meeting of the Company. The holder shall also have the right to appoint a proxy to attend and vote at any general meeting of the Company. The holder shall also have the right to appoint a proxy to attend and vote at any general meeting of the Company.
- (a) The holder shall, upon acquiring the Shares, become a member of the Company and shall have all the rights and obligations of a member of the Company, including the right to vote and to receive dividends. The holder shall also have the right to appoint a proxy to attend and vote at any general meeting of the Company.
- (b) The holder shall, upon acquiring the Shares, become a member of the Company and shall have all the rights and obligations of a member of the Company, including the right to vote and to receive dividends. The holder shall also have the right to appoint a proxy to attend and vote at any general meeting of the Company.
- 2.4 Any Transfer of Shares shall be subject to the prior written consent of the Board of Directors, which consent shall not be unreasonably withheld, delayed or conditioned. [NUMBER] or more Shares shall be transferred.
- 3 Ancillary Provisions**
- 3.1 If any Director or Officer of the Company is a holder of Shares, the Company shall, upon the transfer of the Shares, be bound to transfer the Shares to the transferee(s) and the transferee(s) shall be bound to transfer the Shares to the transferee(s).
- 3.2 Pending the transfer of the Shares, the transferee(s) shall be appointed as proxy for the holder of the Shares as may be required.
- 3.3 The Shares shall be transferred to the transferee(s) and the transferee(s) shall be bound to transfer the Shares to the transferee(s).
- 3.4 Any Shares transferred to the transferee(s) shall be subject to the prior written consent of the Board of Directors, which consent shall not be unreasonably withheld, delayed or conditioned.
- 3.5 Any transfer of Shares shall be subject to the prior written consent of the Board of Directors, which consent shall not be unreasonably withheld, delayed or conditioned.
- 3.6 If any calculation of any number of Shares under these Articles would result in a fraction of a Share the Board shall determine in its absolute discretion how such fraction should be dealt with.