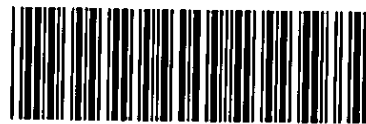


COMPANY NO: 00664770

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COMPANIES HOUSE

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS OF

C.A. BLACKWELL GROUP LIMITED

(the "Company")

DATED: 27 April 2007

On 27 April 2007, in accordance with section 381A of the Companies Act 1985, all the members of the Company entitled to receive notice of, attend and vote at a General Meeting of the Company for the purpose of considering the Resolutions of the Company in the form set out below, unanimously passed the Resolutions set out below, of which those numbered 1 2 and 3 were passed as Special Resolutions and Resolution number 4 was passed as an Ordinary Resolution

SPECIAL RESOLUTIONS

1 THAT -

- 1 1 the 945,141 issued Ordinary Shares of 10p each in the capital of the Company ("Ordinary Shares") be converted into 945,141 'A' Ordinary Shares of 10p each in the capital of the Company ('A' Shares)
- 1 2 3,454,859 of the unissued Ordinary Shares be converted into 3,454,859 'A' Shares,
- 1 3 300,000 unissued Ordinary Shares be converted into 'B' Ordinary Shares of 10p each in the capital of the Company ('B' Shares), and
- 1 4 300,000 unissued Ordinary Shares be converted into 300,000 'C' Ordinary Shares of 10p each in the capital of the Company ('C' Shares)

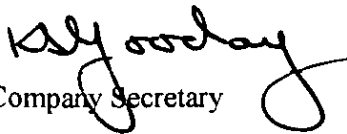
with the 'A' Shares, the 'B' Shares and the 'C' Shares having the rights and being subject to the restrictions set out in the new Articles of Association to be adopted pursuant to the resolution numbered 2 below

- 2 THAT the Company's existing Articles of Association be replaced with new Articles of Association in accordance with the draft attached to these Resolutions

3. THAT the Directors be and they are hereby empowered to allot equity securities (as defined in section 94(2) of the Companies Act 1985 (the "Act")) pursuant to the general authority conferred upon them by the Ordinary Resolution numbered 4 below as if the provisions of section 89(1) of the Act do not apply to any such allotment, provided that the Company may before the expiry of this power make an allotment or agreement which would or might require any equities securities that are covered by the scope of the power to be allotted after such expiry

ORDINARY RESOLUTION

- 4 That the Directors of the Company be and are hereby generally and unconditionally authorised and empowered for the purposes of Section 80 of the Act to allot relevant securities within the meaning of Section 80(2) of the Act up to an aggregate maximum amount (measured by reference to the nominal amount of the shares concerned) of £20,747 provided always that such authority (unless previously varied revoked or renewed) shall expire five years after the date upon which this Resolution is passed but shall allow the Company before such expiry to make an offer or agreement which would or might require any relevant securities that are covered by the scope of the authority to be allotted after such expiry This authority shall replace any previous authorities given under the Companies Act 1985 Section 80, which are revoked by this resolution


Company Secretary

THE COMPANIES ACT 1985 AND 1989
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
C.A BLACKWELL GROUP LIMITED

(Adopted by Written Resolution passed on April 2007)

1. INTERPRETATION

- 1 1 The articles of association of the Company shall comprise the regulations contained herein ("Articles")
- 1 2 In these Articles "Table A" means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended prior to the adoption of these Articles Save as otherwise specifically provided in these Articles and unless the context otherwise requires, words and expressions which have particular meanings in Table A shall have the same meanings in these Articles
- 1 3 References in these Articles and in Table A to writing shall be construed as including references to any method of representing or reproducing words, symbols or other information in any visible form by any method or combination of methods, whether comprised in an electronic communication or otherwise, **written** shall be construed accordingly,
- 1 4 In these Articles and save as otherwise specifically provided in these Articles and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles (excluding any statutory modification of the Act not in force at the date of adoption of these Articles)
- 1 5 References in these Articles to Articles are references to these Articles and references in these Articles to paragraphs and sub-paragraphs are to the paragraphs and sub-paragraphs of the Article and paragraph in which they appear
- 1 6 In these Articles, references in these Articles to any Regulation is a reference to that Regulation as set out in Table A
- 1 7 In these Articles, a reference to a Shareholder shall be a reference to a member of the Company and/or holder of Shares and vice versa
- 1 8 Headings in these Articles are for convenience only and shall not affect the interpretation hereof
- 1 9 Where pursuant to any provision of these Articles any notice, appointment of proxy or other document contained in an electronic communication is required to

be signed or executed by or on behalf of any person, that signature or execution shall include the affixation by or on behalf of that person of an electronic signature (as defined in the Electronic Communications Act 2000) in such form as the Directors may approve

1 10 In these Articles (unless the context otherwise requires) the following words and expressions shall have the meanings as set out below

the Act the Companies Act 1985 as amended prior to adoption of these Articles,

address in relation to an electronic communication includes any number or address used for the purposes of that communication,

‘A’ Shares the ‘A’ ordinary shares with a nominal value of 10 pence each in the capital of the Company,

‘A’ Shareholder a registered holder for the time being of any ‘A’ Shares, and ‘A’ **Shareholders** shall be construed accordingly,

Accepting Member as defined in Article 10 11,

Accounts the audited balance sheet and profit and loss account of the Company or, if at the relevant time the Company has any subsidiary undertaking(s), a consolidation of the audited balance sheets and profit and loss accounts of the Company and its subsidiary undertaking(s), for each financial year, to be prepared under the historical cost convention and in accordance with generally accepted accounting principles and all relevant Statements of Standard Accounting Practice, Financial Reporting Standards and Statements of Recommended Practice,

Affiliate any person controlling, controlled by or under common control with a specified person For the purposes of these Articles, “control” means the power of a person (directly or indirectly) to direct or cause direction of the management and policies of any other person, or the ownership (directly or indirectly) of more than 50 per cent of the equity or capital of or the voting power in any other person,

Alternate Director	as defined in Article 19 1,
Articles	as defined in Article 1 1,
Asset Sale	as defined in Article 5 5(b),
Auditors	the auditors of the Company from time to time,
Available Profits	profits available for distribution within the meaning of the Act,
Bad Leaver	a 'B' Shareholder or 'C' Shareholder who ceases to be an Employee and who is not a Good Leaver
B Consent	as defined in Article 1 13 (f),
Beneficiaries	the beneficiaries of the Trust for the time being,
'B' Shares	the 'B' ordinary shares with a nominal value of 10 pence each in the capital of the Company,
'B' Shareholder	a registered holder for the time being of any 'B' Shares, and 'B' Shareholders shall be construed accordingly,
Board	the board of Directors for the time being,
business day	a day (not being a Saturday or a Sunday) on which clearing banks are open for business in London,
Cessation Date	the date a 'B' Shareholder or 'C' Shareholder ceases to be an Employee,
Chairman	the chairman of the Board from time to time,
Class Member	as defined in Article 10 11,
Connected Person	(a) any Relation, or (b) any trustee of a Family Trust, acting in that capacity, (c) any Affiliate of the Individual Investor
Contracts	C A Blackwell (Contracts) Limited (number 00570590),

Controlling Interest	legal or beneficial ownership by a person and his connected persons of Shares having the right to exercise more than 50 per cent of the votes at a general meeting of the Company,
'C' Shares	the 'C' ordinary shares with a nominal value of 10 pence each in the capital of the Company,
'C' Shareholder	a registered holder for the time being of any 'C' Shares, and 'C' Shareholders shall be construed accordingly,
Defaulting Shareholder	as defined in Article 12 5,
Determination Date	as defined in Article 10 9,
Director	a Director of the Company from time to time, and Directors shall be construed accordingly,
Drag Notice	as defined in Article 12 1,
EBT	the employee benefit trust established by the Company from time to time,
Electronic communication	the same meaning as in the Electronic Communications Act 2000,
Employee	a person who is employed by the Company or any Group Company for the time being, or whose services are made available to the Company or any Group Company for the time being under the terms of an agreement between the employing company and such person or any other person (and "contract of employment" shall be construed accordingly to include such an agreement),
Excess Shares	as defined in Article 10 11,
Excluded Group Company	CLC Construction Limited, a company registered in England & Wales with registration number 02889625,
Executives	The executive directors employed by Contracts from time to time and for the time being responsible for the day to day management of the business of Contracts, and Executive shall be construed accordingly,

Executive Director	as defined in Article 17 1,
Expert	as defined in Article 10 8,
Family Trust	(a) a trust or 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) set up for the benefit of the Individual Investor and/or Relations (b) a body corporate controlled by such a trust,
First Acceptance Period	as defined in Article 10 11,
Good Leaver	a 'B' Shareholder or 'C' Shareholder who ceases to be an Employee (a) as a result of his contract of employment being terminated by the Company in consequence of his serious sickness, disability or incapacity, (b) by way of retirement in accordance with his contract of employment, (c) as a result of his death, or (d) if the Board with Investor Consent and 'B' Consent, so decides
Group	the Company and its subsidiaries and subsidiary undertaking(s) from time to time but excluding (for so long as it is a subsidiary undertaking of the Company and the subject of shareholders' agreement with minority shareholders) the Excluded Group Company and references to "Group Company" or "members of the Group" shall be construed accordingly,
Individual Investor	Julia Hughes, a holder of Investor Shares as at the date of adoption of these Articles,
Investors	the Individual Investor and the Trustee Investor and any Permitted Transferees, and Investor shall be construed accordingly,
Investor Consent	as defined in Article 1 13(e),

Investor Direction	as defined in Article 1 13(e),
Investor Director	any Director appointed as a Director by the Investors in accordance with the provisions of Article 18, and Investor Directors shall be construed accordingly,
Investor Shares	the 'A' Shares registered in the name of the Investors,
Issue Price	the price at which the relevant Shares are issued, being the aggregate of the amount paid up or credited as paid up in respect of the nominal value and any share premium thereon,
Listing	the successful application and admission of all or any of the shares in the capital of the Company, or securities representing such shares to the Official List of the UK Listing Authority or on the AIM market operated by the London Stock Exchange plc, or the Nasdaq National Stock Market of the Nasdaq Stock Market Inc or to any recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000 (as amended)),
Nominated Employee	as defined in Article 10 10,
Nominated Period	as defined in Article 10 15,
Nominated Purchaser	as defined in Article 10 5,
Non-Member	a person that is not a holder of any Shares,
Other Class Members	as defined in Article 10 13,
Other Shareholders	as defined in Article 12 or 13 (as the case may be),
Permitted Transfer	a transfer of Shares permitted and authorised by Article 9 1 or 9 2,
Permitted Transferee	a transferee of Shares pursuant to a Permitted Transfer,
paid up	in relation to a Share, paid up or credited as paid up,

Proposed Price	as defined in Article 13 2,
Proposed Sale Date	as defined in Article 13 2,
Proposed Sale Notice	as defined in Article 13 2,
Proposed Sellers	as defined in Article 13 1,
Proposed Terms	as defined in Article 13 2,
Pro Rata Entitlement	as defined in Article 10 11,
Purchaser	as defined in Article 10 17,
Relation	each of (a) the husband or widower of the Individual Investor, (b) all the lineal descendants in direct line of the Individual Investor,
Relevant Agreement	any agreement between the Investors, the "B" Shareholders and the Company from time to time and relating in whole or in part to the management and/or affairs of the Company which (expressly or by implication) supplements and/or prevails over any provision of these Articles,
Remuneration Committee	the remuneration committee of the Company from time to time,
Representative	in relation to an individual Shareholder, any person or persons who have become entitled to his Shares in consequence of his death, bankruptcy or mental incapacity,
Sale	as defined in Article 5 4 (b),
Sale Price	as defined in Article 10 6,
Sale Shares	as defined in Article 10 3,
Second Acceptance Period	as defined in Article 10 13,
Seller	as defined in Article 10 3,
Share	a share in the capital of the Company of whatever class,
Shareholder or shareholder	a holder of Shares from time to time, and

Shareholders or shareholders shall be construed accordingly,

Terms of Reference

the terms of reference from time to time in force relating to the constitution and authority of the Remuneration Committee,

Third Party

an independent bone fide and arms length party or parties who is/are a Non-Member[s] and is/are not connected with any Shareholder,

Third Party Offer

as defined in Article 12 1,

Transfer Notice

as defined in Article 10 4,

Trust

C A Blackwell Will Trust,

Trustee

the trustee of the Trust from time to time,

Trustee Investor

the Shareholders from time to time who hold Investor Shares for the benefit of the Trust,

Unsold Shares

as defined in Article 11 5,

Vendor

as defined in Article 12 1

1 11 The term “connected person” shall have the meaning attributed to it at the date of adoption of these Articles by section 839 of the Income and Corporation Taxes Act 1988 and the words “connected with” shall be construed accordingly

1 12 A reference to any statutory provision in these Articles -

- (a) includes any order, instrument, plan, regulation, permission and direction made or issued under such statutory provision or deriving validity from it,
- (b) shall be construed as a reference to such statutory provision as in force at the date of adoption of these Articles (including, for the avoidance of doubt, any amendments made to such statutory provision that are in force at the date of the adoption of these Articles), and
- (c) shall also be construed as a reference to any statutory provision of which such statutory provision is a re-enactment or consolidation

1 13 References in these Articles to -

- (a) any of the masculine, feminine and neuter genders shall (where appropriate) include other genders,
- (b) the singular shall (where appropriate) include the plural and vice versa,

- (c) a person shall (where appropriate) include a reference to any natural person, body corporate, unincorporated association, partnership, firm and trust,
- (d) "from time to time" shall include the expression "for the time being",
- (e) an "Investor Consent" or "Investor Direction" shall mean the giving of a written consent or written direction (as the case may be) by the Investors (which can be given in any way permitted by the terms of a Relevant Agreement),
- (f) a "B Consent" shall mean the giving of a written consent by the holders of not less than 75% in nominal value of the 'B' Shares in issue from time to time

1 14 A reference in these Articles to the transfer of any Share shall include -

- (a) the transfer of either or both of the legal and beneficial ownership in such Share,
- (b) the grant of an option to acquire either or both of the legal and beneficial ownership in such Share,
- (c) any direction (by way of renunciation or otherwise) by a Shareholder entitled to an allotment or issue of any Share that such Share be allotted or issued to some person other than himself,
- (d) any sale or other disposition of any legal or equitable interest in a Share (including any voting right attached thereto) and whether or not by the registered holder thereof and whether or not for consideration or otherwise and whether or not effected by an instrument in writing, or
- (e) any grant of a legal or equitable mortgage or charge over any Share

1 15 In construing these Articles, general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words

2. ADOPTION OF TABLE A

2 1 The Regulations contained in Table A shall, except where they are modified or excluded by these Articles or are inconsistent herewith, apply to the Company 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 regulations set out in any statute or in any statutory instrument or other subordinate legislation

2 2 The following Regulations of Table A shall not apply to the Company

- (a) Regulation 2,
- (b) Regulation 24,

- (c) Regulation 26,
- (d) Regulations 40 and 41,
- (e) Regulation 50,
- (f) Regulations 64 to 69 (inclusive),
- (g) Regulations 73 to 80 (inclusive),
- (h) Regulations 88 and 89,
- (i) Regulation 91,
- (j) Regulations 93 and 94,
- (k) Regulations 95 and 96,
- (l) Regulation 98

2 3 In the event of any conflict or inconsistency between the Regulations of Table A and the provisions of these Articles, the provisions of these Articles shall prevail

3. **PRIVATE COMPANY**

The Company is a private company within the meaning of Section 1(3) of the Act and accordingly shall not offer or allot or agree to allot any shares or debentures of the Company to the public or with a view to all or any of those shares or debentures being offered for sale to the public

4 **SHARE CAPITAL**

4 1 The share capital of the Company at the date of adoption of these Articles is £500,000 divided into 4,400,000 'A' Shares, 300,000 'B' Shares and 300,000 'C' Shares. The authorised and issued share capital of the Company shall consist only of 'A' Shares, 'B' Shares and 'C' Shares

4 2 The Shares shall entitle the holders to the respective rights and privileges, and subject the holders to the respective restrictions and provisions, contained in these Articles. Except as otherwise provided in these Articles, the 'A' Shares, the 'B' Shares and the 'C' Shares shall rank *pari passu* in all respects and shall constitute separate classes of shares

4 3 On the transfer of any Share as permitted by these Articles

- (a) save as set out in (c) below, a Share transferred to a Non-Member shall remain of the same class as before the transfer,
- (b) an 'A' Share or 'B' Share or 'C' Share transferred to a Shareholder shall automatically be re-designated on transfer as a Share of the same class as those 'A' Shares or 'B' Shares or 'C' Shares (as the case may be) already held by the Shareholder, and

- (c) on any transfer of a 'B' Share to the EBT, that 'B' Share shall automatically be re-designated on transfer as a 'C' Share.
- 4 4 If no Shares of a class remain in issue following a re-designation under Article 4 3, these Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, members of that class or Directors appointed by that class (if any)
- 4 5 No Shareholder to whom 'A' Shares or 'B' Shares or 'C' Shares have been allotted shall have any Share of any other class allotted to him
- 4 6 No variation of the rights attaching to any class of Shares shall be effective, except with the sanction of a special resolution and
 - (a) the consent in writing of the holders of not less than three-quarters in nominal value of the issued shares of the relevant class, or
 - (b) the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the shares of the relevant class To any such separate general meeting all the provisions of these Articles as to general meetings of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy and holding or representing not less than one-third in nominal value of the issued shares of the relevant class, that every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him and that any holder of shares of the class present in person or by proxy or (being a corporation) by a duly authorised representative may demand a poll For the purpose of this Article one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting
- 4 7 Subject to the provisions of the Act and these Articles, the Company shall have power
 - (a) pursuant to sections 159 and 160 of the Act to issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the member on such terms and in such manner as the Company before the issue of shares may by special resolution determine,
 - (b) pursuant to section 162 of the Act to purchase its own shares (including any redeemable shares),
 - (c) pursuant to sections 171 and 172 of the Act to make a payment out of capital in respect of such redemption or purchase
- 4 8 The second sentence of Regulation 6 in Table A shall be substituted by the following

"Every certificate shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount paid up thereon, and such a certificate signed by a Director of the Company together with the Secretary or a second Director shall be evidence of the title of the registered holder to the shares, whether or not the common seal of the Company (if it has one) has been affixed and regardless of any words in the certificate referring to a seal"

- 4 9 The lien conferred by Regulation 8 shall attach also to fully paid up Shares and the Company shall also have a first and paramount lien on all Shares, whether fully paid up or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders for all monies presently payable by him or his estate to the Company. Furthermore, such lien shall extend to all amounts payable in respect of a Share. The directors may resolve to exclude any Share or any amount payable in respect of a Share from the application of this Article with Investor Consent. Regulation 8 shall be modified accordingly.
- 4 10 Regulation 33 of Table A shall apply as if the words “any person (including, subject to the provisions of the Act, the company)” in the third line were deleted and the words “any member of the company holding shares of the same class” inserted in their place.
- 4 11 Without prejudice to Article 4 7, and subject to, and in accordance with, the provisions of the Act as amended, the Company may purchase any of its own shares of any class (including redeemable shares) at any price (whether above or below the nominal value of the shares) and make a payment in respect of such redemption or purchase of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares within such limits as may be specified by the Company in general meeting in compliance with the provisions of the Act and may enter into or vary any contract for such purchase. Any shares to be so purchased may be selected in any manner whatsoever. Every such purchase or contract providing for the purchase by the Company of shares in the Company shall be authorised by such resolution or resolutions of the Company as may be required by the Act. All shares so purchased shall be cancelled immediately upon completion of the purchase. Notwithstanding anything to the contrary contained in these Articles the rights and privileges attaching to any class of shares shall be deemed not to be modified or abrogated by anything done by the Company in pursuance of this Article.
- 4 12 Except insofar as prohibited by Section 151 of the Act, the Company may give, directly or indirectly, whether with or without the Company receiving any consideration or advantage and whether or not in furtherance of the attainment of any other object of the Company, financial assistance of any kind (including but not limited to financial assistance within the meaning of Section 152(1) of the Act) to any person or company in any manner on any terms and for any purposes whatsoever and in particular (without derogation from the generality of the foregoing) the Company may give financial assistance for the purpose of or in connection with the purchase of or subscription for securities in the capital of the Company or any holding company, subsidiary or wholly-owned subsidiary, or subsidiary undertaking of the Company to be made by any person or company including the Company.

5. SHARE RIGHTS

The ‘A’ Shares, the ‘B’ Shares and the ‘C’ Shares shall have the following rights and be subject to the following restrictions

5 1 As regards income:

- (a) The Available Profits in respect of any financial year or other period for which the accounts shall be made up shall be applied and distributed amongst the Shareholders in proportion to the number of Shares (excluding any premium) held by them respectively (pari passu as if the same constituted one class of Share), subject to -
 - (i) the Board recommending payment of the same, and
 - (ii) Investor Consent
- (b) The Company shall procure so far as it is able, and subject to the provisions of any Relevant Agreement, that each Group Company (if any) which has Available Profits shall from time to time declare and pay to the Company (or, as the case may be, the relevant Group Company that is its immediate holding company or parent undertaking) such dividends as are necessary to permit lawful payment by the Company of dividends
- (c) In Regulation 103 of Table A, the words from "If the share capital is divided" to the end of the Regulation shall be deleted

5.2 As regards voting:

Each Shareholder shall be entitled to attend and vote (being an individual) in person or by proxy or (being a corporate body) by its duly authorised representative at general meetings of the Company and on a show of hands shall have one vote or on a poll shall have one vote for every Share of which he is the holder Provided that the 'B' Shares and 'C' Shares shall not confer any right to vote upon the resolution for the removal of an Investor Director

5.3 As regards capital:

On a return of capital on winding up or liquidation or on any other return of capital (except on the purchase or redemption by the Company of its own shares), to the extent that there are sufficient surplus assets, the surplus assets of the Company remaining after the payment of its liabilities shall be distributed amongst the holders of the Shares (subject to such adjustment as the Auditors shall certify as being necessary to take account of any subdivision, consolidation, reorganisation, bonus issue or reduction of the share capital of the Company) in the following amounts and order of priority

- (a) first, in paying to each Shareholder in respect of each Share held a sum equal to the nominal amount paid up or credited as paid up (excluding any premium) on each such Share pari passu as if the same constituted one class of share, and
- (b) the balance of such assets (if any) shall be distributed amongst the Shareholders in accordance with the number and class of Shares held by each Shareholder applying the following formula
 - (i) in the case of each 'A' Share

$$\frac{P}{A + (B \times 50\%) + (C \times 25\%)}$$
 - (ii) in the case of each 'B' Share

$$\frac{P}{A + (B \times 50\%) + (C \times 25\%)} \times 50\%$$

(iii) in the case of each 'C' Share

$$\frac{P}{A + (B \times 50\%) + (C \times 25\%)} \times 25\%$$

Where

P = (in the case of Article 5 3) the balance of assets or (in the case of Article 5 4) balance of the aggregate value of the consideration receivable,

A = the total number of 'A' Shares in issue at the relevant date,

B = the total number of 'B' Shares in issue at the relevant date,

C = the total number of 'C' Shares in issue at the relevant date

For the purposes of this Article 'relevant date' shall mean the date of distribution or date of sale as the case may be

5 4 As regards Sale:

- (a) In the event of a Sale then, notwithstanding anything to the contrary in the terms and conditions governing any such Sale, the aggregate value of the consideration receivable (including any deferred, contingent, or non cash consideration) shall be allocated and distributed among the Shareholders, in the case of a sale of Shares, amongst such selling Shareholders in such amounts and in such order of priority as would be applicable on a return of capital pursuant to Article 5 3
- (b) For the purpose of these Articles 'Sale' shall mean the sale of the whole of the issued share capital of the Company to a single buyer or to one or more buyers as part of a single transaction
- (c) Any consideration which is payable partly in cash and partly in some other way, or partly on completion and partly at some later date shall be allocated between the Shareholders *pro rata* to their respective entitlements to share in the aggregate value of the consideration
- (d) Any consideration which is payable in some form other than cash, shall be valued at the value attributed thereto by the terms of the offer, but if no value is attributed thereto by the terms of the offer, then such consideration shall be valued by the Directors subject to Investor Consent
- (e) The Directors shall not register any transfer of Shares if the proceeds of any Sale are not distributed in that manner (save in respect of any Shares not sold in connection with that Share Sale), provided that if the proceeds of Sale are not settled in their entirety on completion of the Sale

- (i) the Directors may register the transfer of the relevant Shares, provided that the proceeds have been distributed in the order of priority set out in Article 5.3, and
- (ii) the Shareholders shall take any action required by the Investors to ensure that the proceeds of Sale are distributed in the order of priority set out in Article 5.3

5.5 As regards Asset Sale:

- (a) In the event of an Asset Sale, the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully able to do so) in such amounts and in such order of priority as would be applicable on a return of capital pursuant to Article 5.3. If it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, the Shareholders shall take any action required by the Investors (including (but not limited to) any actions that may be necessary to put the Company into voluntary liquidation so that Article 5.3 applies
- (b) For the purpose of these Articles 'Asset Sale' shall mean the sale of all or a substantial part of the business and assets of the Company

5.6 As regard a Listing

- (a) Immediately before a Listing the Company shall allot to the 'A' Shareholders by way of automatic capitalisation of reserves such number of Shares or take such other action (including any capital reorganisations) as may be necessary to provide each 'A' Shareholder with such proportion of the value of the Company (determined by reference to the price per share at which shares in the Company are offered for sale or placed or otherwise marketed pursuant to the Listing) as that 'A' Shareholder would otherwise be entitled to pursuant to Article 5.3

5.7 As regards appointment of Directors

- (a) **'A' Shares**

The holders of the Investor Shares shall be entitled at any time and from time to time to appoint up to any 6 persons to be Directors and remove such persons as Directors and appoint any other person to be a Director in the place of the Director so removed. Any Director so appointed shall be an Investor Director,

- (b) **'B' Shares**

The 'B' Shareholders shall have no right (in that capacity) to appoint or remove a Director

(c) **'C' Shares**

The 'C' Shareholders shall have no right (in that capacity) to appoint or remove a Director

5 8 **Exits**

- (a) In the event of a Sale, Asset Sale or Listing approved by the Investors in accordance with the terms of these Articles (**Proposed Exit**), all Shareholders shall consent to, vote for, raise no objections to and waive any applicable rights in connection with the Proposed Exit. The Shareholders shall take all applicable actions that are required by the Board to facilitate the Proposed Exit. If any Shareholder fails to comply with this Article 5 7
- (i) the Company shall be constituted the agent of each defaulting Shareholder for taking such actions as are necessary to effect the Proposed Exit,
 - (ii) the Directors may authorise an officer or member to execute and deliver on behalf of such defaulting Shareholder the necessary documents, and
 - (iii) the Company may receive any purchase money due to the defaulting Shareholder in trust for each defaulting Shareholder
- (b) If the Company and the Shareholders cannot agree any distribution pursuant to Article 5 3, 5 4 or 5 5 or the adjustment pursuant to Article 5 6, the matter shall be referred to an Expert as defined in and in accordance with the provisions of the Relevant Agreement

6 **ISSUE OF SHARES**

- 6 1 No 'A' Share nor any right to subscribe for A Shares nor any right to convert any security into an 'A' Share shall be allotted or granted other than to an 'A' Shareholder
- 6 2 The pre-emption provisions in section 89(1) of the Act and the provisions of subsections 90(1) to 90(6) inclusive of the Act shall not apply to the allotment of the Company's equity securities. Subject to Article 6 5, no Shares for the time being unissued shall be offered, allotted and/or issued without prior Investor Consent and 'B' Consent and no option shall be granted over such Shares without prior Investor Consent and 'B' Consent
- 6 3 The Company shall not exercise any of the powers referred to in Article 4 7 in respect of the purchase of 'A' Shares or Regulation 3, 32, 33, 34 or 110 save with prior Investor Consent and 'B' Consent
- 6 4 Except with prior Investor Consent, and 'B' Consent, any new Share issued to an 'A' Shareholder shall be an 'A' Share, any new Share issued to a 'B' Shareholder shall be a 'B' Share and any new share issued to a 'C' Shareholder shall be a 'C' Share

- 6 5 The Directors are hereby authorised to offer, allot and/or issue or grant options over 'C' Shares with prior Investor Consent, provided the number of 'C' Shares in issue and/or under option does not exceed 6% of the total issued share capital of the Company from time to time

7. INITIAL AUTHORITY TO ISSUE RELEVANT SECURITIES

- 7 1 Subject to the provisions of this Article and Article 6, the Directors are hereby authorised for the purposes of section 80 of the Act to exercise the powers of the Company to offer, allot, agree to allot, grant any right to subscribe for, or to convert any security into, and otherwise dispose of any of the Shares (including any relevant securities as defined by section 80(2) of the Act) in the capital of the Company for the time being unissued to such persons (including any Directors) at such times and generally on such terms and conditions as they think proper, but subject to (i) any direction to the contrary given by Investor Consent and 'B' Consent, (ii) the terms on which any Shares are created or issued, including A Shares, B Shares and C Shares, and (iii) provided that no Share shall be issued at a discount to its nominal value or contrary to the Act
- 7 2 The general authority contained in Article 7 1 shall be conditional upon due compliance with the provisions of this Article and Article 6 and extend to the amount of unissued, authorised capital of the Company at the date of adoption of these Articles This authority shall expire on the fifth anniversary of the date of adoption of these Articles
- 7 3 The authority of the Directors to allot relevant securities may be varied, revoked or renewed by resolution of the Company in general meeting in accordance with the provisions of the Act and is subject to any election by the Company in accordance with section 80A of the Act
- 7 4 In these Articles, references to relevant securities and to the allotment thereof shall be construed in accordance with the said provisions of the Act and references to the amount of relevant securities allotted shall in the case of Shares be construed as references to the nominal value of such Shares and in the case of a right to subscribe for, or convert any security into, Shares shall be construed as references to the nominal value of the Shares which may require to be allotted pursuant to such right
- 7 5 The Directors shall be entitled under the general authority conferred by Article 7 1 to make at any time before the expiry of such authority any offer or agreement which will or might require relevant securities of the Company to be allotted after the expiry of such authority and the Directors may allot relevant securities in pursuance of such offer or agreement as if the authority conferred hereby had not expired

8. TRANSFER OF SHARES

- 8 1 No Shareholder shall transfer any Shares or agree (whether subject to any condition precedent, condition subsequent or otherwise) to transfer any Shares except -
- (a) in accordance with Article 9 (Permitted Transfers),

- (b) in accordance with Article 10 (Pre-emption),
 - (c) in accordance with Article 11 (Compulsory Transfers),
 - (d) in accordance with Article 12 (Drag-along),
 - (e) in accordance with Article 13 (Tag-along),
 - (f) in accordance with a Relevant Agreement which may be in force from time to time
- 8 2 Any transfer or purported transfer of any Share not permitted by these Articles made otherwise than in accordance with these Articles shall be void and of no effect and the Directors shall not register such transfer. The Directors shall not have any discretion to register any transfer of Shares which has not been made in compliance with this Article.
- 8 3 The Directors shall not refuse to register any duly stamped transfer of a Share which is permitted by these Articles and otherwise made in accordance with these Articles provided that
- (a) The Directors shall not register a transfer of a Share or Shares where the Directors have substantial reasons for believing that a transfer purportedly made in accordance with these Articles is not in fact in accordance with these Articles, and
 - (b) The Directors shall decline to register any transfer of a Share if the Share is not fully paid or the Company has a lien over it
- 8 4 All transfers of shares shall be effected by instrument in writing in any form for the time being authorised by the Stock Transfer Act 1963 (or any statutory modification or re-enactment thereof for the time being in force) or in any other form which the Directors may approve.
- 8 5 For the purpose of ensuring that a particular transfer of Shares is permitted under these Articles or otherwise accords with the provisions of these Articles (whether as a permitted transfer or otherwise), or that no circumstances have arisen whereby a Shareholder is or may be required to transfer Shares pursuant to the terms of these Articles, the Directors or the Directors appointed by any class of Shareholders may from time to time require a Shareholder or the person named as the transferee in any transfer lodged for registration to provide such Directors with such information and evidence that such Directors reasonably consider necessary to ensure compliance with this Article and Articles 9 – 13 (inclusive). If the Shareholder or transferee fails to provide such information or evidence to the reasonable satisfaction of such Directors within 14 days of their request, the Directors shall not register any applicable transfer.
- 8 6 If there is a breach of the provisions of this Article 8 or Articles 9 – 13 (inclusive), by a Shareholder in relation to any transfer of Shares, the relevant Shares shall carry no entitlement to
- (a) attend or vote at general meetings of the Company,
 - (b) dividends declared or paid after the date of transfer, and
 - (c) to capital on a winding up of the Company

Such restrictions shall continue until the relevant Shareholder has remedied the breach by procuring that the beneficial ownership of the Shares is restored to the position immediately before the breach occurred

8 7 The provisions of this Article may be waived in whole or in part in respect of the transfer of any Share in any particular case with Investor Consent

8 8 The election by the Representative of an Investor (other than the Trustee Investor) to become registered holders of any Share pursuant to Regulation 30 shall be permitted by the Directors and shall not give rise to any obligation to serve a transfer notice in respect of such share. Regulation 30 shall be modified accordingly

9. PERMITTED TRANSFERS

9 1 Subject to Article 8, any 'A' Shares may at any time be transferred

- (a) by an Investor to any person with prior Investor Consent,
- (b) by any Investor to any other Investor,
- (c) by the Trustee Investor to
 - (i) the new or remaining Trustee(s) upon any change of Trustee(s), or
 - (ii) any persons becoming entitled to the same under the terms of the Trust,
- (d) by an Investor (other than the Trustee Investor) to a Connected Person,
- (e) by a Connected Person to a Connected Person or to an Investor,
- (f) for the avoidance of doubt, by an Investor who is a trustee of a Family Trust to
 - (i) the new or remaining trustees of the Family Trust upon any change of trustees, or
 - (ii) any persons becoming entitled to the same under the terms of the Family Trust
- (g) by any Representative of an Investor (other than the Trustee Investor) to any person or trustee to whom the Investor, if not dead or bankrupt, would be permitted hereunder to transfer the same, or if the Representative shall be permitted to become registered as holder of the Individual Investor's Shares and elects to do so, to any person or trustee to whom the Investor would be permitted hereunder to transfer the same if he had remained the holder thereof

9 2 Subject to Article 8 all (but not some) of the 'B' Shares held by a 'B' Shareholder may at any time be transferred by any 'B' Shareholder to any person with prior Investor Consent. Subject to Article 8 all (but not some) of the 'C' Shares held by a 'C' Shareholder may at any time be transferred by any 'C' Shareholder to any person with prior Investor Consent

- 9 3 Any Permitted Transferee may at any time transfer any Share to the person who originally transferred such Shares (or to any other Permitted Transferee of such original transferor)
- 9 4 Subject to the provisions in Article 8, Shares may at any time be transferred pursuant to the provisions of Articles 12 or 13
- 9 5 If the Representatives of a Shareholder is permitted under these Articles to become registered as the holders of any of such Shareholder's Shares and elect so to do then such Shares may at any time be transferred by those Representatives to any person to whom under this Article the same could have been transferred by such Shareholder if he had remained the holder thereof, but no other transfer of such Shares by the Representatives shall be permitted under this Article
- 9 6 No transfer of any Share permitted by this Article shall be made during the active period of any transfer notice or deemed transfer notice in respect of such Share without prior Investor Consent (and for this purpose 'active period' in respect of a given notice means the period from the time of its service until the time when no member has any further rights or obligations, directly or indirectly, pursuant to that notice)

10 PRE-EMPTION RIGHTS

- 10 1 Except in the case of a transfer pursuant to
- (a) Article 8 1(f),
 - (b) Article 9 (Permitted Transfers),
 - (c) Article 11 (Compulsory Transfers), or
 - (d) Article 12 (Drag Along),
- the right to transfer Shares or any interest in Shares in the Company shall be subject to the following restrictions and provisions
- 10 2 No 'B' Shares may be transferred without Investor Consent prior to the second anniversary of the adoption of these Articles other than Shares transferred pursuant to Article 11
- 10 3 No Shares held by a Shareholder may be transferred otherwise than pursuant to a transfer by that Shareholder ("Seller") of all (and not some only) of the Shares that are held by the Seller, all such Shares termed together, the "Sale Shares"
- 10 4 Before the Seller makes any transfer of the Seller's Shares, the Seller shall first give notice in writing (a "Transfer Notice") to the Company specifying
- (a) the number and class of the Sale Shares,
 - (b) the identity of any person who has indicated a willingness to purchase the Sale Shares, and
 - (c) such other details of the proposed transfer as the Directors may in their absolute discretion determine

A Transfer Notice shall be irrevocable once given to the Company, except with prior Investor Consent

10 5 The Transfer Notice shall constitute the Company (by its Board) the agent of the Seller for the sale of the Sale Shares (together with all rights then attached thereto) at the Sale Price (as agreed or determined in accordance with Article 10 6 to 10 8 (inclusive) during the First Acceptance Period or Second Acceptance Period to the Shareholders or to any other person nominated or approved by the Investors ("**Nominated Purchaser**") on the basis set out in the following provisions of this Article 10

10 6 The Sale Shares shall be offered for sale at the price per Sale Share determined by this Article 10 6 (the "**Sale Price**") Subject to Article 11, the Sale Price shall equal the sum calculated in accordance with the following formula

(a) in the case of the 'A' Shares

$$\left(\frac{A}{B}\right) \times C (-A)$$

(b) in the case of 'B' Shares

$$\left(\frac{A}{B}\right) \times C (-A) \times 50\%$$

(c) in the case of 'C' Shares

$$\left(\frac{A}{B}\right) \times C (-A) \times 25\%$$

where

A = the total number of all the Sale Shares

B = the total number of all the Shares in the capital of the Company in issue at the date of the Transfer Notice

C = the net asset value of the Group determined in accordance with Article 10 7

Provided that

(i) in the case of any Transfer Notice served or deemed to be served (save in the event that the Transfer Notice is deemed to have been given pursuant to Article 11 1(a)) in respect of the 'B' Shares within two years from the date of adoption of these Articles, the Sale Price shall be equal to the Issue Price of the Sale Shares, and

(ii) in the in the case of any Transfer Notice served or deemed to be served (save in the event that the Transfer Notice is deemed to have been given pursuant to Article 11 1(a)) in respect of the 'C' Shares within five years from the date of allotment and issue of the Sale Shares, the Sale Price shall be equal to the Issue Price of the Sale Shares

10 7 The net asset value of the Group shall be determined as at the date of the Transfer Notice on the following assumptions and bases

(a) valuing the net assets of the Group,

- (b) calculated in accordance with the Accounts most recently prepared before the date of the Transfer Notice

10 8 In the absence of agreement of the calculation of the Sale Price by the Board subject to Investor Consent within 10 business days of the Company's receipt of the Transfer Notice, the Directors shall refer the matter to an independent firm of chartered accountants ("the **Expert**") appointed (in default of agreement between the Investors and the Board) by the President for the time being of the Institute of Chartered Accountants in England and Wales. The Expert shall be instructed to determine and certify the Sale Price on the basis of Articles 10 6 and 10 7 and the calculation so determined and certified by the Expert shall be the Sale Price. The Expert shall act hereunder at the cost and expense of the Company and as experts and not arbitrators. Their determination shall (in the absence of fraud or manifest error) be final and binding on all persons concerned.

If any difficulty shall arise in applying any of the assumptions or bases set out in Article 10 7 then such difficulty shall be resolved by the Expert in such manner, as it shall in its absolute discretion think fit. The Company will use its best endeavours to procure that the Expert determines the Sale Price within 10 business days of being requested to do so.

10 9 If the determination of the Sale Price is referred to the Expert the date of determination of the Sale Price ("**the Determination Date**") shall be the date on which the Directors receive the Expert's determination of the Sale Price in writing. If the Sale Price is determined by agreement by the Board (subject to Investor Consent) as aforesaid then the Determination Date shall be the date on which such agreement is made.

10 10 The following provisions of this Article 10 10 shall apply in the case of the Sale Shares being 'B' Shares or 'C' Shares:

- (a) Within ten (10) business days of the Determination Date, the Company shall have the right to elect by Investor Direction
 - (i) for one or more employees of the Group who is not an existing Shareholder to apply to purchase the Sale Shares ("**Nominated Employee**"), and/or
 - (ii) to purchase the Sale Shares if the Company is able to comply fully with sections 159 to 181 of the Act as those sections may be applicable to the purchase involved provided that nothing in this Article 10 10 shall be construed as constituting a purchase contract or contingent purchase contract.

Any such election pursuant to this Article 10 10(a) shall be notified to the Seller in writing as soon as practicable.

- (b) If the Company makes an election pursuant to Article 10 10(a) the Company and/or the Nominated Employee (as the case may be) shall have the right to purchase the Sale Shares (or some of them as appropriate) within thirty days of the election (or such other time period as the Directors and the Seller shall agree) and the Seller shall thereupon become bound upon payment of the Sale Price to the Seller to transfer

the Sale Shares to the Company and/or Nominated Employee. Subject to the giving of such election the purchase shall be completed at the time and place appointed by the Directors. If the Company and/or Nominated Employee decline to purchase or otherwise fail to complete the purchase of the Shares to be purchased by them within such period, the Company shall offer those Sale Shares in accordance with the provisions of Article 10 10(d) and the remaining provisions of Article 10.

- (c) Upon Investor Direction, the Directors shall procure that the Company shall purchase the Sale Shares subject to the Company being able to comply fully with sections 159 to 181 of the Act as those sections may be applicable to the purchase involve.
- (d) If the Company fails to make an election pursuant to Article 10 10(a) or following an election the Company and/or the Nominated Employee shall decline to purchase or otherwise fail to complete the purchase of the Sale Shares in accordance with Article 10 10(b), the Company shall forthwith elect for the EBT to purchase the Sale Shares (or such of them as are not purchased pursuant to Article 10 10(b)) subject to the EBT having sufficient funds (subject to any binding commitments of the EBT to meet at that time) to pay the Sale Price and the trustees of the EBT exercising their discretion to acquire those Sale Shares. Such election shall be notified to the Seller in writing as soon as practicable. The EBT shall have the right to purchase those Sale Shares within thirty days of the election (or such other time period as the Directors and the Seller shall agree) and the Seller shall thereupon become bound upon payment of the Sale Price to the Seller to transfer those Sale Shares to the EBT. Subject to the giving of such election the purchase shall be completed at the time and place appointed by the Directors.
- (e) If the EBT declines to purchase or otherwise fails to complete the purchase of those Sale Shares within such period, the Company shall offer those Sale Shares in accordance with the remaining provisions of this Article 10.

10 11 Subject to Article 10 21, in the event that the Sale Shares are 'A' Shares or the Company and/or Nominated Employee and/or EBT do not purchase all the Sale Shares in accordance with Article 10 10, the Company shall by notice in writing offer the Sale Shares or (in the case of the Sale Shares being 'B' Shares or 'C' Shares) the balance of Sale Shares not purchased pursuant to Article 10 10 (hereinafter referred to as the Sale Shares) at the Sale Price to all Shareholders holding Shares of the same class as the Sale Shares other than the Seller ("Class Member") in proportion (as nearly as may be without involving fractions or increasing the number sold to any Shareholder beyond that applied for by him) to their existing holdings of the Shares of the same class as the Sale Shares. The offer shall

- (a) be made
 - (i) in the case of the Sale Shares being 'B' or 'C' Shares and the Company not making an election pursuant to Article 10 10(a), within 10 business days of the expiry of the period for making the election,

- (ii) in the case of the Sale Shares being 'B' or 'C' Shares and the Company making an election pursuant to Article 10 10(a) or 10 10(d) but the Company and/or Nominated Employee and/or the EBT do not purchase the Sale Shares within the agreed period, within 5 business days of expiry of the agreed period,
- (iii) in the case of the Sale Shares being 'A' Shares, within 10 business days after the Determination Date,
- (b) be in writing and specify the total number of Sale Shares and the proportion of Sales Shares to which the Class Member is entitled ("**Pro Rata Entitlement**"),
- (c) stipulate that any Class Members who wish to purchase Sale Shares in excess of his Pro Rata Entitlement shall in their application state how many excess Sale Shares they wish to purchase ("**Excess Shares**") and any Sales Shares not accepted by other Class Members shall be used for satisfying the requests for Excess Shares,
- (d) invite each Class Member to state in writing to the Company within fourteen (14) days of the date of the offer (the "**First Acceptance Period**") the number of Sale Shares in respect of which it wishes to accept the offer, and specify that in default the offer will lapse, and
- (e) be accompanied by a form of application for use by the Class Member in applying for his Pro Rata Entitlement and any Excess Shares

If a Class Member wishes to accept the offer (an "**Accepting Member**"), he or it shall give written notice of his or its acceptance to the Company (including completion of the application form referred to in paragraph (e) above, within the First Acceptance Period, failing which the offer will lapse in respect of that Class Member

10 12 Upon expiry of the offer, the Sale Shares shall be allocated by the Board as follows

- (a) to each Accepting Member, his Pro Rata Entitlement or such lesser number of the Sale Shares as he may have applied,
- (b) if any Class Members have applied for less than their respective Pro Rata Entitlements the unallocated excess Sale Shares shall be allocated to each Accepting Member who has applied for Excess Shares in proportion to the number of shares of the class held by them respectively (but without allocating to any Accepting Member a greater number of Sale Shares than the maximum applied for by him),
- (c) any remaining unallocated excess Sale Shares shall be apportioned by applying paragraph (b) without taking account of any Accepting Member whose application has already been satisfied in full,
- (d) if any of the Sale Shares shall not be capable of being offered or allocated as aforesaid without involving fractions, the same shall be offered to or allocated amongst the Class Members or some of them, in such proportions as may be determined by lots drawn in respect thereof, and the lots shall be drawn in such manner as the Board shall think fit

- 10 13 If and to the extent that all the Sale Shares are not allocated to a Class Member or Members within the First Acceptance Period, the Company shall
- (a) in the case of the Sale Shares being 'B' or 'C' Shares offer the unallocated Sale Shares to the 'A' Shareholders, and
 - (b) in the case of the Sale Shares being 'A' Shares offer the unallocated Sale Shares to the 'B' and 'C' Shareholders,
- ("Other Class Members") Such offer shall be made in similar manner and on the same terms and conditions to the offer to Class Members and the procedure of offer and allocation for Class Members shall apply to the Other Class Members and the provisions of Articles 10 11 and 10 12 shall apply mutatis mutandis to such offer (save that in the case of competition for the Sale Shares they shall be allocated to the acceptors in proportion to the aggregate of the shares held by each of them respectively) The period during which the Company shall offer unallocated Sale Shares to the Other Class Members shall be the period commencing 5 business days after the expiry of the First Acceptance Period and terminating 14 days thereafter ("**Second Acceptance Period**")
- 10 14 If there are acceptances and allocations in respect of all the Sale Shares from the Class Members and/or the Other Class Members (as the case may be), the Company shall within five (5) business days of the end of the First or Second Acceptance Period (as the case may be) notify the Accepting Member(s) of their respective allocations and shall inform the Seller of the identity of the Accepting Member(s) and the number of shares allocated to each of them under this Article
- 10 15 If there are no (or insufficient) acceptances and allocations of the offer to the Class Members and Other Class Members, the Company shall inform the Seller within five (5) business days of the end of the Second Acceptance Period and the Directors shall have the right for a period of thirty (30) days after the expiry of the Second Acceptance Period ("**Nominated Period**") to offer the Sale Shares to a Nominated Purchaser or Purchasers at the Sale Price If there are acceptances in respect of all the Sale Shares, the Company shall within five (5) business days of the end of the Nominated Period notify the Nominated Purchaser(s) of their respective allocations and shall inform the Seller of the identity of the Nominated Purchaser(s) and the number of shares allocated to each of them under this Article
- 10 16 If there are no (or insufficient) acceptances of the offer to Nominated Purchaser(s), the Company shall inform the Seller within five (5) business days of the end of the Nominated Period The Seller may then proceed to transfer all the Seller's Shares (but not some only) to a Third Party at any price provided that such transfer must be completed within ninety (90) days of the notice from the Company provided that the Board may refuse registration of any Third Party as a transferee if they reasonably believe the Third Party to be a competitor of the Group or a person connected with such a competitor (or a nominee of either)
- 10 17 If there are acceptances in respect of all the Sale Shares either from the Accepting Members or Nominated Purchaser(s) ("**Purchaser(s)**") the Company shall give

notice to the Seller and the Purchaser(s) and the Seller shall thereupon become bound upon payment of the Sale Price to the Seller to transfer to each Purchaser those Sale Shares accepted by the Purchaser. Every such notice shall state the name and address of each Purchaser, the number of Sale Shares agreed to be purchased by him, the aggregate purchase price payable and the place and time appointed by the Directors for the completion of the purchase (being not less than 7 days nor more than 28 days after the date of the said notice and not being at a place outside England). Subject to the giving of such notice the purchase shall be completed at the time and place appointed by the Directors.

- 10 18 If a Seller, having become bound to transfer the Sale Shares, defaults in transferring the Sale Shares, any Director nominated by the Board shall forthwith be deemed to be the duly appointed attorney of the Seller with full power to execute and complete the necessary instrument of transfer of such Sale Shares and deliver it in the name and on behalf of the Seller. The Company may receive the purchase money and shall thereupon (subject to such instrument being duly stamped with any necessary stamp duty) cause the transferee to be registered as the holder of such Sale Shares and shall hold such purchase money on behalf of the Seller. The Company shall not be bound to earn or pay interest on any money so held and shall not pay such money to the Seller until he shall have delivered his share certificates (or an appropriate indemnity in respect of any lost certificates) to the Company. The receipt of the Company for such purchase money shall be a good discharge to the transferee who shall not be bound to see to the application thereof, and after the name of the transferee has been entered in the register of members in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.
- 10 19 An obligation to transfer a Share under the provisions of this Article shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Share free from any lien, charge or other encumbrance.
- 10 20 The provisions of this Article may be waived in whole or in part in any particular case with prior Investor Consent and 'B' Consent.
- 10 21 In the case of a Transfer Notice in respect of 'B' Shares or 'C' Shares where the Sale Price is the Issue Price, the Company shall (subject to Article 10 10) by notice in writing first offer the Sale Shares to Shareholders holding Investor Shares and Articles 10 11 to 10 12 shall apply mutatis mutandis. If and to the extent that the Sale Shares are not allocated to the Investors, Articles 10 15 and 10 16 shall apply mutatis mutandis and Articles 10 13 and 10 14 shall not apply.

11. COMPULSORY TRANSFERS

- 11 1 For the purposes of this Article, a 'Relevant Event' shall mean in relation to a 'B' Shareholder or 'C' Shareholder (including an Executive and a person who was an Executive within the period of 12 months prior to the date of adoption of these Articles)

(a) the Shareholder has died,

- (b) the Shareholder is adjudged bankrupt,
- (c) the Shareholder enters into a voluntary arrangement or composition with his creditors,
- (d) the happening of any such event referred to in paragraph (c) of Regulation 81,
- (e) the Shareholder ceasing to be an Employee and being a Bad Leaver,
- (f) the Shareholder is convicted of a fraudulent act in relation to the Group,
- (g) the Shareholder pledges, charges, mortgages (whether by fixed or floating charge) or otherwise encumbers its legal and/or beneficial interest in any of his or its Shares otherwise than as permitted by these Articles,
- (h) any person (including a chargee) enforcing any rights under or pursuant to any mortgage, charge, lien or any encumbrance or security interest of any kind over any of the Shares held by the Shareholder, or
- (i) any person (including a chargee) becoming a Shareholder or otherwise entitled (whether legally beneficially or otherwise) to Shares as a result of enforcing its rights under or pursuant to any mortgage, charge, lien or any encumbrance or security interest of any kind over any of the Shares held by the Shareholder, or
- (j) the Shareholder transferring or purporting to transfer Shares in contravention of these Articles

11 2 On the occurrence of a Relevant Event, the 'B' Shareholder or 'C' Shareholder affected shall be deemed to have served a Transfer Notice in respect of all the Shares as shall then be registered in the name of such Shareholder. Where the circumstances of the Relevant Event are such that the Directors (as a whole) are unaware of the facts giving rise to the Relevant Event, the Transfer Notice shall be deemed to have been received by the Directors on the date on which the Directors (as a whole) actually become aware of such facts and the provisions of Article 10 shall apply accordingly. The Company shall within 10 business days after receiving notice of the facts giving rise to a Relevant Event serve notice on

- (a) the 'B' Shareholder or 'C' Shareholder notifying him that he is with effect from the date of notice, deemed to have served such a Transfer Notice, and
- (b) all other Shareholders notifying them that a Transfer Notice has been given with effect from such date,

except that if a Relevant Event shall be the death of a Shareholder, the Company may serve notice on the Representative of the Shareholder permitting the Representative to be registered as the holder of the Shares on condition that the Representative is deemed to have served a Transfer Notice on the day after he is so registered

11 3 For the avoidance of doubt, where a Transfer Notice is deemed to have been given by a 'B' Shareholder or 'C' Shareholder under Article 11 2, a Transfer Notice shall also be deemed to have been given in the same terms and manner by that Shareholder's Representatives

- 11 4 The deemed Transfer Notice referred to in Article 11 2 shall have the same effect as a Transfer Notice and the provisions of Article 10 shall apply, save that in the event that a Transfer Notice is deemed to be given pursuant to
- (a) Article 11 1(e) and the Cessation Date (in the case of a 'B' Shareholder) is before the second anniversary of the date of adoption of these Articles,
 - (b) Article 11 1(e) and the Cessation Date (in the case of a 'C' Shareholder) is before the fifth anniversary of the date of allotment and issue of the relevant Sale Shares, or
 - (c) Article 11 1(f) to (j) inclusive
- the Sale Price shall be the Issue Price
- 11 5 If a Relevant Event shall be the death or bankruptcy of a 'B' Shareholder or 'C' Shareholder and if any of the relevant Sale Shares which are offered pursuant to the deemed Transfer Notice shall not be sold to the relevant parties under Article 10 (the '**Unsold Shares**'), then the Representative of the Shareholder may elect to be or remain (as the case may be) registered as the holders of the Unsold Shares (but such election shall not give rise to any obligation to serve a Transfer Notice in respect of such shares)
- 11 6 For the purposes of Article 11 1, reference to 'B' Shareholder or 'C' Shareholder shall not include a Representative who holds shares in that capacity
- 11 7 Where a 'B' Shareholder or 'C' Shareholder is not an Employee of the Company but is employed by a Group Company, Article 11 shall apply to that Shareholder (who shall be deemed to have given a Transfer Notice) upon the Group Company ceasing to be within the Group and the Shareholder not continuing to be an employee of any Group Company

12. **DRAG ALONG RIGHTS**

- 12 1 If the Investors (hereinafter referred to as '**the Vendor**') give notice to the holders of all the other Shares (including the holders of options over Shares) (hereinafter called '**the Other Shareholders**') that the Vendor has procured a Third Party to make a *bona fide* offer ('**the Third Party Offer**') in writing (which shall be open for acceptance for at least 30 days) to each of the Shareholders (including the Vendor) to acquire all of the issued share capital of the Company (including any Shares issued following the Third Party Offer as a result of the exercise of options to subscribe for Shares in the Company not already held by any third party) on terms
- (a) that the aggregate consideration for the sale of the Shares shall be distributed and allocated amongst the Shareholders as provided in Article 12 8,
 - (b) which do not contain provision for any payment to any Shareholder other than in respect of the Shares held by such Shareholder (but disregarding any *bona fide* payments to be made to a Shareholder other than in his capacity as a member of the Company), and

(c) which (subject to Articles 12 8 and 12 9) are otherwise the same (or as nearly as possible on the same terms) for each Shareholder

(‘**Drag Notice**’) then the following provisions shall apply so as to override the provisions of Article 10.

- 12 2 If the Third Party Offer shall be accepted by the Vendor (whether or not conditionally upon acceptance by the Other Shareholders) the Other Shareholders shall also accept the Third Party Offer and shall take all such action as may be necessary to transfer all their respective Shares in the capital of the Company in accordance therewith (but subject as provided in Article 12 9) Any holder of options to subscribe for Shares in the Company who exercises any such options following the Third Party Offer shall likewise take all such action as may be necessary to transfer the resultant Shares and accordingly for all purposes of this Article 12 any such holder shall be treated as an Other Shareholder with effect from exercising such options
- 12 3 The Other Shareholders shall not be obliged to transfer their Shares in the Company pursuant to the Third Party Offer unless the Vendor does likewise The provisions of Article 10 as regards the giving of Transfer Notices shall not apply to any such transfers pursuant to this Article 12
- 12 4 Subject as set out in this Article, the Drag Notice shall be irrevocable but shall lapse if for any reason the Vendor shall not sell their Shares to the Third Party within 30 days after the date of the Drag Notice The Vendor may withdraw the Drag Notice at any time prior to completion of the sale of the Shares pursuant to the Third Party Offer by giving notice to the Company to that effect whereupon the Drag Notice shall cease to have effect but without prejudice to the right of the Vendor to serve further Drag Notices at any relevant time
- 12 5 If the Third Party Offer shall not have been so accepted by any one or more of the Other Shareholders (“a **Defaulting Shareholder**”) within the period during which it is open for acceptance (or having been accepted shall not have been fully and duly implemented at the time for completion, including the failure to sell his Shares at the price and otherwise on the terms set out in the relevant Drag Notice given to him), the Company shall automatically be constituted and appointed as the agent and attorney of such Defaulting Shareholder for the purpose of the sale of his Shares in accordance with this Article 12 and the relevant Third Party Offer and Drag Notice (together with all rights then attached thereto) and the Directors may authorise any Director to undertake any action required or necessary under the Third Party Offer and Drag Notice on the part of the Defaulting Shareholder (on his behalf and in his name) to give effect to acceptance of the Third Party Offer and sale of the Shares held by the Defaulting Shareholder pursuant to this Article 12 Such actions include, but are not limited to (but subject to Article 12 9), acceptance of the Third Party Offer, the execution and delivery on behalf of the Defaulting Shareholder of all and any necessary transfer(s), sale agreement, tax deed, disclosure letter, waiver of any applicable pre-emption rights and other documentation ancillary or otherwise related to or required as part of the sale of the Shares by the Defaulting Shareholder to the Third Party pursuant to the Third Party Offer and Drag Notice

- 12 6 The Company may receive the purchase money in trust for each Defaulting Shareholder and cause the Third Party to be registered as the holder of such Shares. The receipt of the Company of the purchase money pursuant to such transfers shall constitute a good and valid discharge to the Third Party (who shall not be bound to see to the application thereof). After the Third Party has been registered as a Shareholder in purported exercise of the powers set out in Article 12 5, the validity of the proceedings may not be questioned by any person. The Company shall not pay the purchase money due to a Defaulting Shareholder until the Shareholder delivers his Share certificates or a suitable indemnity and the necessary transfers to the Company and ratifies all actions taken and documents signed on behalf of the Defaulting Shareholder pursuant to Article 12 5.
- 12 7 The constitution and appointment of the Company as agent and attorney pursuant to Article 12.5 shall be irrevocable and unconditional and by way of security for the obligations of the Defaulting Shareholder under this Article 12.
- 12 8 The aggregate amount of the value of the consideration receivable by the Shareholders of the Company under the Third Party Offer (regardless of whether it is payable on completion or deferred or in cash or non cash assets or subject to a retention) shall be distributed and allocated among the Shareholders in such amounts and in such order of priority as would be applicable on a return of capital pursuant to Article 5 3 (but, if any options are exercised following such offer, on the basis that such options have been exercised).
- 12 9 Notwithstanding the foregoing provisions of this Article 12
- (a) if required by the terms of the Third Party Offer
 - (i) each Shareholder shall represent and/or warrant that he is able to convey or procure to be conveyed legal and beneficial ownership of the Shares to be sold by him with full title guarantee, and
 - (ii) all 'B' Shareholders and 'C' Shareholders shall give representations and/or warranties and/or indemnities on the same terms *mutatis mutandis* but on terms that the maximum aggregate liability of any Shareholder under or in respect of such representations, warranties and indemnities shall not exceed the aggregate amount or value of the consideration receivable under the Third Party Offer by that Shareholder,unless otherwise agreed by the Vendor and the Third Party,
 - (b) in considering whether terms offered to any Shareholder are the same as those offered to any other there shall be disregarded all questions relating to *bona fide* employment terms or the *bona fide* terms on which the services of any Shareholder are otherwise made available or any relationship of the Shareholder to the Company other than as a member,
 - (c) in considering whether terms offered to any Shareholder are the same as those offered to any other there shall be disregarded any obligation which any Shareholder (whether or not a Vendor) voluntarily incurs or agrees to accept to the extent that it does not apply to all the Shareholders or to the extent that it is more onerous than obligations applying to other Shareholders, and

- (d) in considering whether terms offered to any Shareholder are the same as those offered to any other, the Vendor shall not be required to provide representations and/or warranties and/or indemnities unless otherwise agreed by the Vendor and the Third Party

13 TAG ALONG RIGHTS

- 13 1 Subject to Articles 8, 9 (but not Article 9 1(a)), 10 or 12 but otherwise notwithstanding any other provision of these Articles, no sale, transfer or other disposition by Shareholders of Shares which constitute a Controlling Interest ("**Proposed Sellers**") or of any interest in such Shares to a Third Party pursuant to a bona fide and arms-length offer shall be permitted unless and until the Proposed Sellers shall comply with the provisions of this Article
- 13 2 The Proposed Sellers shall give written notice ("**Proposed Sale Notice**") to the other Shareholders (including holders of options over Shares) ("**Other Shareholders**") of such sale and the Third Party offer at least 10 business days prior to the date thereof. The Proposed Sale Notice shall set out
 - (a) the identity of the Third Party,
 - (b) the proposed price per Share and other terms and conditions of payment ("**Proposed Price**"),
 - (c) the proposed date of sale ("**Proposed Sale Date**"),
 - (d) the proposed terms and conditions applicable to the proposed sale, including those applicable to the Proposed Sellers and those which would be applicable to any Other Shareholder if the Other Shareholder makes the election pursuant to Article 13 3, on the basis that the terms applicable comply with the requirements of a Third Party Offer pursuant to Article 12 "**Proposed Terms**",
- 13 3 Any Other Shareholder shall be entitled, by written notice given to the Proposed Sellers within 5 business days of receipt of the Proposed Sale Notice to require the Proposed Sellers to refrain from selling the Controlling Interest unless the Proposed Sellers procure that the Third Party offers to purchase all of his Shares at the Proposed Price on the Proposed Sale Date and otherwise on the terms and conditions as those set out in the Proposed Sale Notice
- 13 4 If any Other Shareholder is not given the rights accorded him by the provisions of this Article, the Proposed Sellers shall be required not to complete their sale and the Company shall be bound to refuse to register any transfer intended to carry such sale in effect

14. GENERAL MEETINGS

- 14 1 The Board shall procure that the annual general meeting in respect of each financial year of the Company shall be convened to take place not later than 45 business days after the date of the Auditors' report relating to the Accounts for the relevant financial year

- 14 2 The Board shall cause to be laid before each such annual general meeting the Accounts for the relevant financial year, together with the respective reports thereon of the directors and the Auditors
- 14 3 No resolution shall be voted on and no other business shall be transacted at any general meeting unless a quorum is present at the commencement of the meeting and also when such vote is taken or other business is transacted No resolution or transaction shall be effective unless a quorum is present Save as otherwise provided in these Articles, the quorum for general meetings of the Company shall consist of the two Shareholders entitled to vote on the business to be transacted, each of whom is present at the meeting personally, by proxy or by its duly authorised representative provided that no business shall be transacted at any general meeting unless an Investor is present at the meeting Regulation 40 in Table A shall be modified accordingly
- 14 4 If at anytime a Shareholder holds all the 'A' Shares, the quorum for general meetings shall consist of that Shareholder
- 14 5 If within an hour from the time appointed for a general meeting a quorum is not present or if a quorum ceases at any time to be present during the continuance of a general meeting, the meeting shall be adjourned to the same day in the next week, at the same time and place (or to such other day and at such other time and place as all the members may agree in writing) If at the re-convened meeting such a quorum is not present within an hour from the time appointed for the re-convened meeting or a quorum ceases to be present during the continuance of the adjourned meeting, the Shareholders present shall be a quorum Regulation 41 shall be modified accordingly
- 14 6 A general meeting of the Company or a meeting of any class of Shareholders may consist of a conference between Shareholders, some or all of whom are in different places provided that each Shareholder who participates is able to hear each of the other participating Shareholders addressing the meeting and to address all of the other participating Shareholders simultaneously, whether directly by conference telephone or by any other form of communications equipment or by a combination of them A quorum shall be deemed to be present if those conditions are satisfied in respect of at least the number of Shareholders required to form a quorum
- 14 7 A meeting is deemed to take place where the chairman of the meeting participates
- 14 8 In Regulation 44, the words 'of the class of shares the holders of which appointed him as Director' shall be substituted for the words 'any class of shares in the Company'
- 14 9 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notari ally or in some other way approved by the Board must be delivered to the registered office of the Company not less than 48 hours before the time appointed for the holding of the meeting or to the place of the meeting at any time before the time appointed for the holding of the meeting and Regulation 62 shall be modified accordingly

- 14 10 The Chairman of the meeting may with the consent of any meeting at which a quorum is present (and will if so directed by the meeting) adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than business unfinished at the meeting from which the adjournment took place.

15. WRITTEN RESOLUTIONS

- 15 1 Any written resolution of the Shareholders may, in the case of a corporation, be signed on its behalf by a director or the secretary of the Shareholder, its duly appointed attorney or other duly authorised representative.
- 15 2 A resolution in writing (including one contained in an electronic communication) signed by all the Shareholders of the Company entitled to receive notice of and to attend and vote at a general meeting, or by their duly appointed representatives, proxies or attorneys, will, subject to the provisions of the Act, be as valid and effective as if it had been passed at a general meeting of the Company properly convened and held whether such resolution would otherwise be required to be passed as a special, extraordinary or elective resolution. Any such resolution may be contained in one document or in several documents in the same terms, each signed by one or more of the members or representatives or their proxies or attorneys. Signature of documents sent by facsimile will be valid and acceptable under this paragraph. Regulation 53 shall be modified accordingly.

16. VOTES

- 16 1 A resolution put to the vote of a meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded at any general meeting by the chairman of the meeting, or by any Shareholder present in person or by proxy and entitled to vote or by a duly authorised representative of a corporation which is a Shareholder entitled to vote.
- 16 2 When a poll has been demanded it shall be taken immediately following the demand.
- 16 3 The chairman of a general meeting shall not be entitled to a second or casting vote.
- 16 4 If any Investor is not present in person or by proxy or representative at any meeting, the votes exercisable on a poll in respect of the A Shares held by the Investors present in person or by proxy or by representative at that meeting shall be *pro tanto* increased (fractions of a vote by any Shareholder being permitted) so that those 'A' Shares collectively entitle such Investors to the same aggregate number of votes as could have been cast in respect of all 'A' Shares held by Investors if all Investors were present at that meeting.
- 16 5 The provisions of these Articles relating to general meetings of the Company or to the proceedings thereat shall, with the necessary changes being made, apply to every separate meeting of the holders of any class of Shares, except that the necessary quorum shall be as provided for in Article 4 6(b) (but so that if at any adjourned meeting of such holders a quorum as above defined is not present then the provisions of Article 14 5 shall apply).

17. DIRECTORS

- 17.1 The Board shall comprise Investor Directors and such number of Executives as shall be appointed as Directors from time to time (any such Director being an **Executive Director**)
- 17.2 The number of Executive Directors shall not exceed 5 in number at any one time
- 17.3 Regulation 64 shall not apply to the Company. The maximum number and minimum number of Directors may be determined from time to time by the Investors, by way of Investor Consent. Subject to and in default of any such determination, the maximum number of Directors shall be eleven and the minimum number of Directors shall be two. Whenever the number of Directors shall be one, a sole director shall have authority to convene a general meeting but otherwise shall not be entitled to exercise all the powers and discretions which by Table A and these Articles are expressed to vest in the Directors generally, and regulation 89 shall be modified accordingly.
- 17.4 An Executive Director shall be required to retire and vacate his office, and shall be ineligible for appointment as a Director, on retiring as an Employee pursuant to his contract of employment.
- 17.5 An Investor Director shall be required to retire and vacate his office and shall be ineligible for appointment as a Director, by reason of his having attained the age of 70.
- 17.6 No shareholding qualification for Directors shall be required.
- 17.7 The Chairman shall be an Investor Director as nominated by the Investors from time to time in accordance with the terms of the Relevant Agreement.

18. APPOINTMENT AND REMOVAL OF DIRECTORS

- 18.1 The Company may by ordinary resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director.
- 18.2 The Directors may appoint a person who is willing to act to be a Director, to fill a vacancy in the Executive Directors, provided that such appointment is approved by the Board subject to Investor Consent and does not cause the number of Executive Directors to exceed 5.
- 18.3 The Investors may at any time and from time to time be entitled to appoint up to six persons to be Directors of the Company (any such Director so appointed being an **Investor Director**) and the Investors may at any time and from time to time remove from office an Investor Director and appoint any person in place of any Investor Director so removed or otherwise vacating office, and, in relation to such right, the following provisions shall have effect:
- (a) any appointment or removal of an Investor Director pursuant to Article 18.3 shall be made after consultation by the Investors with the Board and shall be effected in writing to the Company and signed by or on behalf of Investors and served on the Company at its registered office, marked for the attention of the secretary of the Board, and

- (b) any such appointment or removal shall take effect as at the time of such notice being served or at such later time (if any) as shall be specified in the notice,
 - (c) only the Shares held by the Investors as appropriate from time to time shall carry the entitlement to vote on a resolution to remove an Investor Director from office under section 303 of the Act
- 18 4 Without prejudice to the powers of the Company under section 303 of the Act, and subject to the rights granted to a Shareholder under a Relevant Agreement, the Investors may at any time and from time to time remove a Director from office but such removal from office shall be deemed an act of the Company and shall have effect without prejudice to such Director's right (if any) to claim damages or compensation in respect of his loss of office or any consequent termination of his employment, and, in relation to such right, the following provisions shall have effect
 - (a) any removal of a Director pursuant to Article 18 4 shall be effected in writing to the Company and signed by or on behalf of Investors and served on the Company at its registered office, marked for the attention of the secretary of the Board, and
 - (b) any such removal shall take effect as at the time of such notice being served or at such later time (if any) as shall be specified in the notice
- 18 5 Subject to the provisions of a Relevant Agreement, no Director shall be appointed or removed otherwise than pursuant to this Article, except as otherwise required by law
- 18 6 A Director shall hold office until he is removed in accordance with this Article or by the Act, he dies or he vacates the office pursuant to Regulation 81
- 18 7 The Directors shall not be subject to retirement by rotation and any references in Table A to retirement by rotation shall be disregarded

19. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

- 19 1 Any Director (other than an alternate Director) may at any time appoint any other Director and/or, in the case of an Investor Director, after consultation with the Board, any other person willing to act, to be an alternate Director (an "**Alternate Director**") and may remove from office an Alternate Director so appointed by him. The same person may be appointed as the Alternate Director of more than one Director
- 19 2 An Alternate Director shall be entitled
 - (a) to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointer is a member,
 - (b) to attend, be counted in the quorum for and vote at any such meeting at which the Director appointing him is not personally present, and
 - (c) generally at such meeting to perform all the functions of his appointer as a Director in his absence and for the purposes of such meeting the

provisions of these Articles shall apply as if he were a Director of the relevant class

- 19 3 If an Alternate Director is himself a Director or attends any such meeting as an Alternate Director for more than one Director, then his voting rights shall be cumulative, but he shall count as only one for the purpose of determining whether a quorum is present
- 19 4 If an Alternate Director's appointer is from time to time absent or temporarily unable to act through ill health or disability, the Alternate Director's signature to any resolution in writing of the Directors shall be effective as the signature of his appointer
- 19 5 An Alternate Director shall cease to be an Alternate Director if his appointer shall cease for any reason to be a Director or on the happening of an event which, if he were a Director, would cause him to vacate the office of Director, or if by written notice to the Company he resigns his appointment. Notwithstanding the foregoing, if a Director retires but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an Alternate Director made by him which was in force immediately prior to his retirement shall continue after his reappointment
- 19 6 Any appointment or removal of an Alternate Director shall be by notice in writing to the Company and to the other Directors (or any previously appointed Alternate Directors) signed by the Director making or revoking the appointment or in any other manner approved by the Directors. Any notice from a Director to the Company and the other Directors pursuant to this Article 19 6 may be sent by fax or any other form of electronic communication to an address provided for that purpose by the Company and the other Directors or by post or personal delivery to the registered office of the Company and the other Directors
- 19 7 An Alternate Director shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him, except in relation to matters in which he acted (or failed to act) on the direction or at the request of his appointer
- 19 8 Save as otherwise provided in these Articles, an Alternate Director shall not have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles. However, such Alternate Director shall owe the Company the same fiduciary duties and duty of care and skill in the performance of his office as are owed by a Director and will be entitled to be indemnified by the Company to the same extent as if he were a Director
- 19 9 An Alternate Director shall not, in respect of his office as an Alternate Director, be entitled to appoint another person as his alternate
- 19 10 An Alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent *mutatis mutandis* as if he were a Director but he shall not be entitled to receive from the Company in respect of his appointment as Alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointer as such appointer may by notice in writing to the Company from time to time direct

20. NOTICE OF BOARD MEETINGS

- 20 1 A Director may, and the secretary at the request of a Director shall, call a meeting of the Board
- 20 2 Unless the Investor Directors agree otherwise notice shall be given to each Director of every meeting of the Directors, except a Director absent from the United Kingdom from time to time who has either nominated an Alternate Director or failed to furnish the Company with an address or number outside the United Kingdom to which notices may be forwarded
- 20 3 Unless the Investor Directors agree otherwise at least fourteen (14) days notice of every meeting of the Board shall be given
- 20 4 Unless all the Investor Directors present agree otherwise no business except that specifically disclosed in the agenda pursuant to Article 20 6 shall be transacted at that Board meeting
- 20 5 Every notice of a meeting of the Board shall be in writing and shall be properly sent to a Director if the notice is sent to him personally or by courier, prepaid first class post, facsimile transmission or electronic communication to the address notified from time to time by each Director for that purpose to the Secretary of the Board If the notice is sent to an address outside the United Kingdom, the notice shall be sent by courier, electronic communication or facsimile transmission
- 20 6 No later than 5 business days before the date of each meeting of the Board each Director shall be sent, in the same manner as the notice of the meeting, an agenda specifying in reasonable detail the matters to be discussed at the relevant meeting, and be accompanied by any relevant papers for discussion at such meeting
- 20 7 Appropriate complete minutes of each meeting of the Board shall be maintained by the Company and copies thereof distributed to the Directors and any Alternate Director as soon as reasonably practicable after the meeting is held
- 20 8 A Director may waive notice of any meeting either prospectively or retrospectively

21. PROCEEDINGS OF DIRECTORS

- 21 1 Subject as provided in these Articles, the Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings and/or proceedings as they think fit
- 21 2 No resolution shall be voted on and no other business shall be transacted at any meeting of the Board unless a quorum is present at the commencement of the meeting and also when such vote is taken or other business is transacted and no resolution or transaction shall be effective unless a quorum is so present
- 21 3 Save as otherwise provided in these Articles or otherwise determined, the quorum for any meeting of the Board shall be two Directors of whom one shall be an Investor Director unless this requirement for the presence of an Investor Director is waived for a particular meeting with Investor Consent

- 21 4 A person who holds office only as an Alternate Director shall, if his appointer is not present, be counted in the quorum, reflecting the designation of his appointer
- 21 5 If a quorum is not present within 30 minutes from the time appointed for the meeting of the Board or if during the meeting such a quorum ceases to present, the meeting shall be adjourned to the same day in the next week at the same time and place. If a quorum is again not then present at such adjourned meeting or if during the meeting such a quorum ceases to be present, any two Directors present shall form a quorum and a resolution will be valid if passed by majority vote irrespective of which Directors vote in favour of its being passed (provided that this shall only be the case for the purpose of the transaction of the business specified in the agenda specified in the notice of the meeting)
- 21 6 If and so long as the number of the Directors is reduced below the quorum prescribed by Article 21 3, the continuing Directors may act for the purpose of convening a general meeting of the Company but for no other purpose
- 21 7 Except with Investor Consent, the Board shall not delegate any of its powers to a committee other than to the Remuneration Committee in accordance with the Terms of Reference. Regulation 72 shall be modified accordingly
- 21 8 Except as otherwise provided by these Articles, the provisions of this Article 21 and Article 20 shall apply *mutatis mutandis* to meetings of any committee of the Directors as to meetings of the Board
- 21 9 All or any of the Directors or members of any committee of the Directors may participate in a meeting of the Directors or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to speak to and hear each other simultaneously. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum, and accordingly, subject to the provisions of this Article 21 9 a meeting of the Directors or committee of the Directors may be held where each of those present or deemed to be present is in communication with the others only by telephone or other communication equipment as aforesaid. A meeting where those present or deemed to be present are in different locations shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the Chairman of the meeting then is. The word "meeting" shall be construed accordingly
- 21 10 All decisions made at any meeting of the Board or of any committee of the Directors shall be made only by resolution, and no such resolution shall be effective unless more votes are cast for it than against it
- 21 11 Questions arising at any meeting of the Board or at any committee of the Directors shall be decided by a majority of votes. Each Director shall be entitled to one vote. In the case of an equality of votes, the Chairman shall not have a second or casting vote
- 21 12 A Director who is also an Alternate Director shall be entitled in the absence of his appointer to a separate vote on behalf of his appointer in addition to his vote

21 13 A resolution (including one contained in an electronic communication) signed by all the Directors entitled to receive notice of a meeting of the Board or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of the Board or at a committee of Directors duly convened and held. The resolution may consist of several documents in like form each signed by one or more Directors. A resolution signed by an Alternate Director need not also be signed by his appointer and, if it is signed by a Director who has appointed an Alternate Director, it need not be signed by the Alternate Director in that capacity. Signature of documents sent by facsimile shall be valid and acceptable under this Article 21 13.

21 14 The Terms of Reference and any variation, change or amendment to the Terms of Reference shall be subject to Investor Consent.

22. DIRECTORS' INTERESTS; DISCLOSURE OF INFORMATION

22 1 Without prejudice and subject to his obligations of disclosure under the Act and these Articles, and subject to Article 22 4, a Director may vote and be taken into account in ascertaining whether a quorum is present at any meeting of the Board or a committee of the Directors on any resolution concerning a transaction or arrangement with the Company or in which the Company is interested, or concerning any other matter in which the Company is interested, notwithstanding that he is interested in that transaction, arrangement or matter or has in relation to it a duty which conflicts or may conflict with the interests of the Company, provided that the Director has disclosed his interest in writing to the Secretary of the Board in accordance with the provisions of the Act and these Articles.

22 2 A Director who is in any way, whether directly or indirectly interested in any contract, transaction or arrangement or proposed contract, transaction or arrangement with the Company shall declare the nature of his interest at a meeting of the Board in accordance with the Act.

22 3 Without prejudice to any duty of confidentiality owed by such Director or Shareholder, any Investor Director shall be entitled from time to time to disclose to the Investors such information concerning the business and affairs of the Company as he shall at his discretion see fit.

22 4 A Director of the Remuneration Committee may not at any meeting of that committee vote on any business concerning his own office, remuneration or benefits or in which he has a direct interest and he shall not be counted in the quorum in respect of that business.

23. NOTICES; TIME OF SERVICE

23 1 Any notice to be sent to or by any person pursuant to these Articles shall be in writing (including an electronic communication).

23 2 A notice or other document may be given or sent by the Company to any Shareholder or Director and vice versa either

(a) personally, or

- (b) in the case of a person with an address within the United Kingdom, by sending it by pre-paid first class registered post to its or his registered address,
 - (c) in the case of a person with an address outside the United Kingdom, by sending it by pre paid air courier mail to its or his registered address,
 - (d) by confirmed facsimile to a number from time to time to notified for that purpose to the person giving the notice by or on behalf of the person to whom the notice is sent,
 - (e) subject to the person consenting to the giving or delivery of that notice or other document by electronic communications, by giving the notice using electronic communications to an address from time to time to notified for that purpose to the person giving the notice by or on behalf of the person to whom the notice is sent
- 23 3 Any notice or other document shall be deemed to have been given, served or delivered
- (a) if given personally, when delivered,
 - (b) if sent by first class registered post, 48 hours following the day on which the envelope containing the notice or document was posted to an address in the United Kingdom,
 - (c) if sent by prepaid air courier mail 48 hours following the day on which the envelope containing the notice or document was despatched by courier to an address outside the United Kingdom,
 - (d) if sent by fax, when confirmed
- 23 4 In proving such service or delivery, it shall be sufficient to prove that the notice or document was delivered to the address given for notice, or properly addressed, stamped prepaid and put in the post or despatched by courier or, in the case of a fax, that such fax was duly despatched to a current fax number of the addressee
- 23 5 A notice or other document given by electronic communications will be deemed to be given served or delivered
- (a) at the expiration of 48 hours after the time it was sent and proof that it was sent shall be conclusive evidence that the notice or other document was given or delivered, and
 - (b) in the case of a notice or other document in electronic format such as CD-ROM or audio tape sent by post or despatched by courier, in accordance with Article 23 3
- 23 6 When a notice to be given to a person using electronic communications has failed to be transmitted after two attempts then, that failure shall not invalidate any meeting or other proceeding to which the notice relates As soon as practicable and in any event within 48 hours of the original attempt a duplicate of the relevant notice shall be sent by such other method as permitted by Article 23 2

- 23 7 Any requirement in these Articles or in Table A for any notice, resolution or other document to be signed by or on behalf of any person shall be deemed satisfied where a notice, resolution or other document is received with the signature of the relevant person reproduced thereon by means of facsimile copy or electronic communication if such signature is confirmed by receipt of the notice, resolution or document bearing the original signature in manuscript within 14 days of receipt of the reproduction

24. INDEMNITY AND INSURANCE

- 24 1 Subject to the provisions of and, so far as may be permitted by the Act, but without prejudice to an indemnity to which a director may be entitled, every director, auditor, secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties, or in relation thereto, including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court Regulation 118 shall not apply
- 24 2 Any indemnity authorised or permitted by Companies (Audit, Investigations and Community Enterprise) Act 2004 shall only apply with Investor Consent
- 24 3 The Company may purchase and maintain for any officer or auditor of the Company insurance 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