

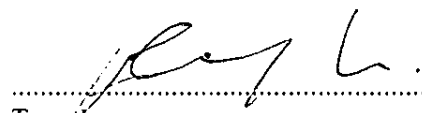
Company Number: 2316630

**THE COMPANIES ACT 2006**  
**SPECIAL RESOLUTION OF**  
**EVOLUTION SECURITIES LIMITED**  
**("the Company")**

On 22 January 2010 the following resolution was duly passed by written resolution of a single member company:

**Special Resolution**

THAT the amended Articles of Association of the Company attached hereto and marked as the New Articles "A" be adopted as the Articles of Association of the Company, in substitution for, and to the exclusion of the existing Articles of Association, including those provisions of the Company's former memorandum of association incorporated therein pursuant to section 28 of the Companies Act 2006, with effect from the date upon which this resolution is passed.

  
.....  
Tony Lee  
Company Secretary  
22 January 2010



Number 2316630



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**THE COMPANIES ACTS 1985 to 2006**

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**PRIVATE COMPANY LIMITED BY SHARES**

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**N E W**

**ARTICLES OF ASSOCIATION**

**(Adopted by Special Resolution  
passed on 22 January 2010)**

**- of -**

**EVOLUTION SECURITIES LIMITED**

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Number 2316630

**THE COMPANIES ACTS 1985 to 2006**

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**PRIVATE COMPANY LIMITED BY SHARES**

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**NEW  
ARTICLES OF ASSOCIATION  
(Adopted by Special Resolution  
passed on 22 January 2010)**

**- of -**

**EVOLUTION SECURITIES LIMITED**

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**1. PRELIMINARY**

- 1.1 The definitions and other interpretation provisions in the Schedule to these Articles shall apply.
- 1.2 The objects of the Company shall be unrestricted, notwithstanding any provisions contained in the Memorandum of Association of the Company.
- 1.3 The liability of the members of the Company is limited to the amount, if any, unpaid on the shares held by them.

**2. SHARES**

- 2.1 Immediately following the time of the passing of the resolution adopting these Articles:
  - (A) the issued share capital of the Company will comprise 1,443,314 Ordinary Shares; and
  - (B) the Directors will be authorised for the purposes of Article 8 of these Articles (but subject as therein mentioned) to allot and issue up to a further 40,000 B Ordinary Shares.
- 2.2 There shall be no restriction on the number of shares which may be issued by the Company (notwithstanding any provisions contained in the Memorandum of Association of the Company prior to the date on which the above conditions are fulfilled) except as may be expressly provided for in these Articles.
- 2.3 Except as required by law, no person shall be recognised by the Company as holding any share on any trust and (except as otherwise provided by these Articles or by law) the Company shall not be bound by or recognise any interest in any share except an absolute right of the holder to share in its entirety, even if the Company has notice of such interest.

- 2.4 All shares in the Company shall be held on the terms of and subject to the provisions of the memorandum and articles of association for the time being of the Company. Without limiting the foregoing each holder of Ordinary Shares and each holder of B Ordinary Shares shall be deemed to have agreed that he holds such shares on that basis.

### 3. INCOME

- 3.1 Except as otherwise provided in these Articles, any profits resolved by the Board to be distributed in any financial year or period shall be distributed as to such amount or amounts as the Board may resolve, amongst the holders of the Ordinary Shares pro rata to the number of Ordinary Shares respectively held by them.
- 3.2 No dividend shall be paid or declared on or in respect of any B Ordinary Shares except to the extent they have an entitlement under Article 4 to receive an Exit Distribution on a liquidation or following an Asset Sale.

### 4. CAPITAL

- 4.1 Subject as provided in this Article 4 and as otherwise expressly provided in these Articles, on a return of assets on liquidation or making of any other Exit Distribution, the assets of the Company remaining after payment of its debts and liabilities and available for distribution to holders of Equity Shares ("**the Remaining Assets**") or relevant Exit Distribution shall be distributed as follows:
- (A) the first portion thereof shall be allocated to the holders of the Ordinary Shares, pro rata to the amounts paid up on the Ordinary Shares held by them respectively, until such time as they have been allocated an amount equal to the Hurdle Amount; and
  - (B) the next portion (if any) ("**the Excess Value**") shall be allocated as to the Relevant Portion of the Excess Value to the holders of the B Ordinary Shares (where the Relevant Portion and the basis of its allocation between the holders of B Ordinary Shares shall be determined as provided in Articles 4.3 and 4.4) and as to the balance between the holders of the Ordinary Shares, pro rata to the number of Ordinary Shares held by them respectively.
- 4.2 Subject as provided in below in this Article and as otherwise expressly provided in these Articles, on a Listing or on or following a Company Sale, the Company Exit Value attributable to the Equity Shares that form part of the share capital to which the Exit Value relates shall be allocated between such classes of share in the manner provided in Article 4.1 as if the same is a return of Remaining Assets.
- 4.3 For the purposes of Articles 4.1 and 4.2, the Relevant Portion of the Excess Value shall be as set out in the table below, but subject to Articles 4.4 and 4.5 and 6:

Excess Value band (£ million)	% of Excess Value band in which B Ordinary Shares participate
Up to £50m	2.00
>£50m to £100m	15.00
> £100m to £150m	23.00
> 150m to 200m	23.00

>£200m to £250m	24.00
>£250m to £300m	18.25
>£300m to £350m	18.00
>£350m to £400m	17.75
>£400m to £450m	17.50
>£450m to £500m	17.25
>£500m to £550m	3.00
>£550m	1.00

4.4 The participations shown in Article 4.3 assume that 40,000 B Ordinary Shares are in issue and eligible to participate, after taking account of Article 4.5. If:

- (A) there are fewer than that number of participating B Ordinary Shares in issue at the relevant time, the aggregate amount to be shared between the B Ordinary Shares as provided in Article 4.3 shall be reduced by multiplying it by  $X/Y$  where  $X$  = the number of participating B Ordinary Shares and  $Y = 40,000$ ; and
- (B) any B Ordinary Share is capped as to its receivable amount by reason of Article 4.5 the excess of the participation entitlement to which it would otherwise been entitled shall not be allocated to the other participating B Ordinary Shares and shall be allocated to the Ordinary Shares.

Subject as provided above, the Relevant Portion shall be allocated between the holders of the participating B Ordinary Shares pro rata to the number of such B Ordinary Shares held by them respectively on the applicable date.

4.5 No B Ordinary Share may participate in any Exit Distribution or division of Remaining Assets under Article 4.1 or any allocation of Company Exit Value under Article 4.2:

- (A) after the Long Stop Date; or
- (B) beyond its Floor Value, if it is not a Fair Value Share at that time.

4.6 If any Deferred Shares become eligible for a distribution in accordance with their rights, such amounts shall be distributed as and when the entitlement arises, in priority to the entitlements (to that extent) of the Equity Shares.

4.7 If any consideration under a Company Sale is payable only after the completion of the Company Sale and/or is subject to adjustment (whether under a price adjustment or warranty or indemnity or otherwise) after the completion then (unless otherwise agreed or directed by the Parent):

- (A) no account of any such post completion consideration shall be taken in determining the Company Exit Value except when and to the extent it is paid; and

(B) all necessary adjustments and allocations and (where relevant) refunds of the consideration shall be made to give effect to Article 4.2 accordingly in the light of the further payment or adjustment concerned.

- 4.8 On and following a Company Sale the consideration thereunder and each payment thereof shall be deemed to be subject to a trust for application in the priority and basis provided in Articles 4.2 and 4.7 and the recipients thereof shall apply and account for the same accordingly.
- 4.9 If there is to be more than one return of assets or Exit Distribution following a winding up of the Company or an Asset Sale then (unless otherwise agreed by the Parent) on the making of the first return of assets or Exit Distribution no account of any future such return of assets or Exit Distribution shall be taken in determining the Company Exit Value except when and to the extent it is paid in which event all necessary adjustments and allocations of that return of assets or Exit Distribution shall be made to give effect to Article 4.1 accordingly but without obligation on the part of any member to refund any amounts previously received by that member.
- 4.10 Each member shall execute and deliver and do such acts deeds documents and things as the Board (with Parent Consent) or the Parent shall reasonably require of him in that capacity to reorganise the share capital of the Company into shares of a class and nominal value appropriate for that purpose and with a Company Exit Value apportioned as nearly as may be necessary to give effect to Article 4.2, including but not limited to passing any resolutions and providing any consents necessary for that purpose and surrendering his share certificates for cancellation and replacement accordingly; without limiting the foregoing, where the shares to be the subject of the Listing are of different nominal values such resolutions may involve the subdivision of the shares of a higher nominal value into shares of (i) the same nominal value as those of a smaller nominal value and (ii) Deferred Shares with a nominal value equal to the balance and (if required) the subsequent consolidation and redesignation of all then resultant shares of the lower nominal value into one class of share with a nominal value appropriate for the Listing.
- 4.11 Each member shall be deemed hereby irrevocably to appoint such person as shall be nominated for this purpose by the Board as his attorney for the purposes of executing and delivering and doing any acts deeds and things as are required on his part by Article 4.10.
- 4.12 Any dispute regarding the application of and/or any entitlements under this Article 4 shall be resolved by Determination.

## **5. ADJUSTMENT EVENTS**

- 5.1 The Parent Board may at its absolute discretion by written notice to the Company rebase or adjust the Hurdle Amount and/or Performance Conditions and/or the definition of Group Value as applicable to any B Ordinary Share or Shares and/or its or their entitlement under Articles 4.1 or 4.2 to take account of any acquisition or disposal by or out of the Parent Group of any company or business or assets or new financing or refinancing arrangements affecting any Group member or Listing which does not involve all of the Equity Shares (or other objective change in circumstances) (each an "Adjustment Event") to the extent taking place after the Adoption Date, provided that rebasing or adjustment is made on a just and reasonable basis and also with a view to ensuring, so far as practicable, that the holders of the B Ordinary Share(s) concerned are not disadvantaged or benefited by the Adjustment Event or Events involved and its or their effects.
- 5.2 Any rebasing or adjustment under Article 5.1 shall be notified by the Company in writing to the holder(s) of the B Ordinary shares concerned as soon as reasonably practicable after it is made.

## **6. OVERRIDING PROVISIONS**

- 6.1 During any period in which the Listing Rules or AIM Rules apply to the Parent then (unless the required prior shareholder approval of the Parent is obtained in accordance with the requirements of the relevant Rules to the issue or creation or variation in the rights of the B Ordinary Shares concerned):
- (A) the aggregate rights of the B Ordinary Shares under Articles 4.1 and 4.2 shall never exceed that participation which would result (by reason of Listing Rule 10.2.8 or any AIM Rule equivalent or otherwise) in the Parent having to seek shareholder approval in accordance with the requirements of those Rules for any issue or creation or variation of the rights of B Ordinary Shares; and
  - (B) to the extent that those aggregate rights would (but for this provision) exceed that participation the rights of the B Ordinary Shares to participate shall be scaled back to the level which will result in such participation being just below any threshold requirement of the Rules concerned, pro rata to their respective Determined Fair Values.
- 6.2 Nothing in these Articles or otherwise shall oblige the Parent or any member of the Parent Group to buy or otherwise acquire or constitute a commitment or require the Parent or any member of the Parent Group to enter into any commitment to buy or acquire any B Ordinary Shares or interest therein if at the time whether under the Listing Rules or AIM Rules or section 190 of the 2006 Act or other applicable law the Parent would be obliged first or as a condition of that purchase or acquisition or assuming or fulfilling that commitment to obtain the approval of its shareholders or any class of them and that approval has not been previously duly obtained, which neither the Parent nor the Company shall be obliged to seek or procure.

## **7. VOTING RIGHTS**

- 7.1 Each holder of Ordinary Shares present in person or by proxy or corporate or other voting representative permitted by these Articles shall be entitled on a show of hands to one vote and on a poll to one vote for each Ordinary Share of which he is the holder.
- 7.2 Each holder of B Ordinary Shares present in person or by proxy or corporate or other voting representative permitted by these Articles shall in that capacity:
- (A) only be entitled to receive notice of and attend and vote at any meeting at which a resolution is to be passed (a) to wind up the Company and/or (b) which is to vary their rights; and
  - (B) be entitled (only on such a resolution) on a show of hands to one vote and on a poll to one vote in aggregate for all of the B Ordinary Shares of which he is the holder.
- 7.3 Unless otherwise agreed in writing from time to time between that member and the Parent and notified to the Company, no member shall be entitled to exercise any voting rights attaching to his shares during any period in which a Mandatory Transfer Notice or Deferred Share Notice may be required to be given or given in respect of them or whilst a Mandatory Transfer Notice has been given or deemed given in respect of them and has not expired.
- 7.4 Unless otherwise agreed in writing from time to time between that Leaver or the Relevant Member concerned and the Parent and notified to the Company, neither a Leaver nor any Relevant Member of his may exercise any voting rights attaching to his or their Relevant Shares.

- 7.5 Unless otherwise agreed under the terms of the issue of the shares concerned, no member shall be entitled in respect of any share held by him to vote (either personally or by corporate representative or proxy) at any general meeting of the Company or at any separate general meeting of the holders of any class of shares in the Company or to exercise any other right conferred by membership in relation to general meetings unless all calls or other sums presently payable by him in respect of that share have been paid.

## **8. AUTHORITY TO ALLOT**

- 8.1 The unissued shares in the capital of the Company for the time being shall be under the control of the Directors, who are hereby generally and unconditionally authorised to allot, grant options over, or otherwise dispose of or deal with any unissued shares and Subscription Rights to such persons, on such terms and in such manner as they shall think fit, but subject to any agreement binding on the Company, obtaining prior Parent Consent and to the other provisions of these Articles.
- 8.2 The Directors may not exercise any power under section 550 of the 2006 Act without Parent Consent.
- 8.3 The authority contained in Article 8.1 shall, unless revoked or varied in accordance with section 551 of the 2006 Act:
- (A) be limited to a maximum nominal amount of shares equal to the amount of the authorised but unissued share capital of the Company immediately following the time of the passing of the resolution adopting these Articles; and
  - (B) expire on the fifth anniversary of the date of the passing of such resolution but without prejudice to any offer or agreement made before that anniversary which would or might require the exercise by the Directors after such anniversary of their powers in pursuance of the said authority.
- 8.4 In exercising their authority under this Article the Directors shall not be required to have regard to sections 561 and 562 of the 2006 Act which provisions are hereby excluded from applying to the Company.
- 8.5 The reference to the authorised but unissued share capital of the Company in Article 8.3 shall be as interpreted as meaning the shares specified in Article 2.1(B).

## **9. NEW SHARE ISSUES**

- 9.1 Subject to the other provisions of these Articles:
- (A) the Company may issue shares with such rights and/or restrictions and to such person or persons as may be determined by ordinary resolution or (with Parent Consent) by the Board;
  - (B) the Company may issue shares which are to be or are liable to be redeemed (at the option of the Company or their holder) on such terms and conditions and in such manner concerning their redemption as may be determined by the Board with Parent Consent.
- 9.2 Any consideration to be paid to the Company in consideration for the issue of a share shall be payable at such time or time(s) and in such instalments (if any) as shall be prescribed by the Board with Parent Consent and as regards any premium may be conditional or variable in amount, in whole or in part.

9.3 No allotment or issue of shares or other Restricted Securities shall be made in breach of Article 19.

9.4 Subject first to obtaining Parent Consent, the Company may exercise all powers conferred by the Companies Acts of paying commissions in relation to a subscription for shares or other allotment. Subject to the Companies Acts, such commissions may be satisfied in cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also (with Parent Consent) pay such brokerage in relation to a subscription for shares as may be lawful.

## **10. ALTERATION OF SHARE CAPITAL**

10.1 Subject to the provisions of the Companies Acts and the other provisions of these Articles, the Company may by ordinary resolution:

- (A) authorise the allotment and issue and grant of Subscription Rights in respect of shares of amounts prescribed by the resolution and vary or cancel any such authority;
- (B) consolidate and divide all or any of its share capital into shares of a larger amount than its existing shares;
- (C) subdivide all or any of its shares into shares of a smaller amount;
- (D) resolve that one or more of the shares resulting from any such division or subdivision may have any preference or other advantage as compared with the others or may be made subject to any restriction as compared with the others; and/or
- (E) redenominate its share capital or any class thereof and effect any related reduction in its share capital as provided in Chapter 8 of Part 17 of the 2006 Act.

10.2 Subject to the provisions of the Companies Acts and the other provisions of these Articles, the Company may:

- (A) reduce its share capital or any capital redemption reserve, share premium account or other undistributable reserve in any way;
- (B) purchase its own shares, including any redeemable shares;
- (C) make a payment in respect of the redemption or purchase of its shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of share; and/or
- (D) subject to section 686 of the 2006 Act coming into force, make a payment in respect of the redemption of its own shares later than the date of their redemption, if so provided as part of the terms of the issue of the shares concerned (in which case these Articles shall constitute the relevant agreement between the Company and their holder for the purposes of section 686(2) of the 2006 Act) or to the extent otherwise permitted by the Companies Acts.

10.3 If, as the result of a consolidation and division or a subdivision of shares, fractions of shares become attributable to members, the Board may on behalf of the members and subject to obtaining prior Parent Consent deal with the fractions as it thinks fit, including (without limitation) by:

- (A) selling shares representing the fractions to any person (including, subject to the Companies Acts, the Company by redemption or purchase) for the best price reasonably obtainable and distributing the net proceeds of sale in due proportion amongst the persons to whom such fractions are attributable (except that if the amount due to a person is less than £5.00, or such other sum as the Board may decide, the Company may retain such sum for its own benefit); and/or
  - (B) consolidating the fractional entitlements into shares of such nominal value as it shall see fit and redesignating such shares as Deferred Shares; and/or
  - (C) issuing to the member(s) concerned, credited as fully paid by way of capitalisation, the minimum number of shares required to round up his/their holding of shares to a number which, following a consolidation and division or a subdivision, leaves a whole number of shares (such issue being deemed to have been effected immediately before the consolidation or the subdivision, as the case may be).
- 10.4 To give effect to any sale of fractional entitlements the Board may authorise a person to execute an instrument of transfer of shares to the purchaser or as the purchaser may direct; and the purchaser will not be bound to see to the application of the purchase monies in respect of any such sale. The title of the transferee to the shares will not be affected by any irregularity in or invalidity of the proceedings connected with the sale or transfer. Any such instrument or shall be effective as if it had been executed or exercised by the holder of the shares to which it relates.
- 10.5 The amount required to pay up any shares to be issued as contemplated by Article 10.3(C) may be capitalised as the Board thinks fit out of amounts standing to the credit of any reserve or fund of the Company (including any share premium account, capital redemption reserve and profit and loss account), whether or not available for distribution.
- 10.6 A resolution of the Board consolidating fractional entitlements and redesignating the same as Deferred Shares or (as appropriate) capitalising part of any such reserve or fund as is referred to in Article 10.3 will have the same effect as if the same had been made with the sanction of an appropriate shareholder resolution and in relation to a capitalisation the Board may exercise all the powers conferred on it by these Articles in relation to capitalisations without requirement for further sanction of any shareholder resolution.

## **11. DEFERRED SHARES**

### **11.1 Deferred Shares shall:**

- (A) on a return of capital on winding up or otherwise, entitle the holders thereof only to the repayment of the amounts paid up or credited as paid up on such shares after payment in respect of each Ordinary Share of the amount paid up on such share and £25,000,000;
- (B) not otherwise entitle the holders thereof to receive or participate in any way in any profits or assets of the Company;
- (C) not entitle their holders to participate in any preemptive offer of shares or Subscription Rights for subscription or purchase; and
- (D) not entitle the holders thereof to receive notice of or to attend or vote at any general meeting of the Company.

### **11.2 The Company may at any time appoint any person to execute on behalf of the holders of any Deferred Shares a transfer thereof (and/or an agreement to transfer the same) to such person as**

the Company may determine as custodian thereof and/or to purchase the same (in accordance with the provision of the Companies Acts) in any such case for a price not more than an aggregate sum of 1p for all the Deferred Shares without obtaining the sanction of the holder or holders thereof and pending such transfer and/or purchase to retain the certificate for such Deferred Shares.

- 11.3 The Company may at any time after the creation of any Deferred Shares from shares which were not originally B Ordinary Shares and to the extent permitted under the Companies Acts redeem all or any of those Deferred Shares then in issue, at an aggregate price not exceeding 1p for all the Deferred Shares redeemed, with the recipient of such sum being determined by the Company, upon giving the registered holders of such shares notice in writing of its intention so to do, fixing a time and place for the redemption.

## **12. DEFERRED SHARE NOTICES AND REDESIGNATION**

- 12.1 If at any time:

- (A) the Parent holds any B Ordinary Shares; or
- (B) the B Ordinary Shares concerned have become liable for forfeiture by reason of a failure to meet their Performance Conditions; or
- (C) after the Long Stop Date, the Parent or Company (acting with Parent Consent) so elects; or
- (D) the holder of the shares concerned so agrees;

the Company may with Parent Consent and shall if so directed by the Parent issue a Deferred Share Notice in respect of all or any of such shares as provided in Article 12.2 and upon the date of issue of such Deferred Share Notice the shares concerned shall become and be hereby automatically redesignated as Deferred Shares.

- 12.2 A Deferred Share Notice shall be in writing and dated with the date of its issue (being its effective date) and specify the shares to be redesignated as Deferred Shares and shall be given to the holder of the shares in accordance with the provisions of these Articles for the service of notices.
- 12.3 The holder of any shares redesignated into or from Deferred Shares shall promptly and in any event within ten days of receipt or deemed receipt under these Articles of the Deferred Share Notice or of being notified of their redesignation into B Ordinary Shares surrender to the Company the certificate(s) for the shares so redesignated.
- 12.4 The Company shall amend the Register to reflect any redesignation of shares under this Article and make any required filings in that regard at Companies House.

## **13. SHARE CERTIFICATES**

- 13.1 Subject to the Companies Acts and these Articles, every person, upon becoming the holder of a share or upon transferring part only of his holding of shares is entitled, without charge, to one or more certificates for all the shares of a class then or remaining registered in his name or, in the case of shares of more than one class being registered in his name, to separate certificate(s) for each class of shares, unless the terms of issue of the shares provide otherwise.
- 13.2 A certificate shall specify:

- (A) the number and class and nominal value and the distinguishing numbers (if any) of the shares in respect of which it is issued; and
  - (B) whether or not the shares are fully paid.
- 13.3 A certificate shall be signed by two Directors or one Director and any Secretary of the Company or in such other manner as the Board may approve.
- 13.4 The Company is not bound to issue more than one certificate for shares held jointly by two or more persons. Delivery of a certificate to one joint holder shall be sufficient delivery to all joint holders.
- 13.5 If any certificate is worn-out, defaced, lost or destroyed, the Company may cancel it and issue a replacement certificate subject to such terms as the Board may decide as to evidence and indemnity (with or without security) and to payment of any exceptional out-of-pocket expenses of the Company in investigating such evidence and preparing such indemnity or such security but otherwise free of charge, and (if the certificate is worn-out or defaced) on delivery up of the old certificate.

#### **14. VARIATION/ABROGATION OF RIGHTS**

- 14.1 If at any time the share capital is divided into different classes of shares, the rights attached to any class may, whether or not the Company is being wound up, be varied modified abrogated or cancelled only with the approval of an ordinary resolution passed at a separate class meeting of the holders of the issued shares of that class or with the consent in writing of a Majority of that class.
- 14.2 The provisions of these Articles relating to general meetings shall apply to every separate class meeting referred to in Article 14.1 but the necessary quorum shall be two persons holding or representing by proxy or corporate representative at least a Majority in nominal value of the issued shares of that class and any holder of shares of the class present in person or by proxy may demand a poll and on a poll each share concerned shall carry one vote PROVIDED THAT where there is only one holder of the issued shares of the relevant class a quorum shall be that holder alone present in person or by proxy or corporate representative.
- 14.3 Nothing in these Articles or otherwise shall confer any special rights or privileges or class rights or entitlements on the holders of any B Ordinary Shares thereof nor entitle the holders of the B Ordinary Shares concerned to vote as regards:
- (A) anything done with the approval of the Board for the purposes of effecting:
    - (1) a Listing; and/or
    - (2) a bona fide fundraising by or refinancing of the Company or Group; and/or
    - (3) provided effected for a bona fide purpose, any other issue of (or grant of any Subscription Right to subscribe for) shares (whether or not ranking prior to the B Ordinary Shares) or other securities of, the Company or Group; and/or
  - (B) anything done thereafter as a necessary consequence of anything so done or any related right or entitlement granted;

and nothing so done shall constitute or be deemed to constitute any variation modification or abrogation of the rights of or require any consent to be obtained from the holders of any B Ordinary Shares or any of them, other than anything which imposes upon the holder of any such

shares any liability greater than that to which the subscriber of the same was subject at the time of their issue.

- 14.4 Each holder of B Ordinary Shares hereby gives his irrevocable authority and power of attorney to such person as shall be nominated by the Board for such purpose to sign and give any waiver or consents on his part necessary to give effect to the provisions of Article 14.3 including any such waiver or consent which by virtue of the Companies Acts or otherwise can only be effective if so separately given.
- 14.5 For the avoidance of doubt, the variation, modification, abrogation or cancellation of this Article or of any provision of these Articles which contains or affects any class rights shall (save as expressly provided herein) require the consent (in accordance with this Article 14) of the holders of shares of the class or classes concerned to be effective.
- 14.6 In exercising any rights as the holder of any shares, their holder shall be entitled to exercise those rights in its absolute discretion as it sees fit including, without limitation, without obligation to have regard to:
- (A) the interests of any other holder(s) of the same class of shares or the rights of holders of that particular class as a whole or the holder(s) of any other class or classes of share or any of them; and
  - (B) the interests of the Company (as a commercial entity or otherwise) and/or the interests of the general body of its shareholders.
- 14.7 The creation or issue of further shares of the same class shall not of itself constitute a variation or modification or abrogation of the class rights of the holders of shares of that class already in issue.

## **15. LIENS**

- 15.1 Subject to the following provisions of this Article, the Company shall have a first and paramount lien on all shares (whether or not fully paid) standing registered in the name of any person indebted or under liability (actual or contingent) to the Company and/or any other member of the Parent Group and/or an Employee Trust and a right of set off for any such debt or liability against all moneys payable by the Company on or in respect of the same, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company whether in respect of those shares or otherwise.
- 15.2 The Board may also, with Parent Consent, resolve that any share or shares be exempt wholly or in part from this Article.
- 15.3 For the purpose of enforcing the Company's lien on any shares and without prejudice to Article 15.4, the Company (which shall be deemed hereby irrevocably appointed as the attorney of such member empowered and authorised on his behalf to do execute and deliver any acts things deeds and documents as it may consider necessary for the purpose) may sell the shares in such manner as it decides (with Parent Consent) if an amount in respect of which the lien exists is presently payable and is not paid within 14 clear days following the giving of a notice to the holder (or any person entitled by transmission to the share) demanding payment of the amount due within such 14 clear day period and stating that if the notice is not complied with the shares may be sold.
- 15.4 On a Company Exit or any sale or payment of any dividend or return of assets or Exit Distribution or redemption of or in respect of such shares, each member whose shares are

subject to a lien as provided in these Articles shall be deemed hereby irrevocably to appoint the Company as his attorney and authorised on his behalf to make such arrangements as are necessary to procure that any such amounts payable by him as contemplated by this Article are directly paid to the Company or relevant member of the Parent Group or Employee Trust out of any proceeds of sale or redemption or any such dividend or return of capital or Exit Distribution which are payable for on in respect of such shares under such arrangements.

- 15.5 The purchaser or transferee will not be bound to see to the application of the purchase monies in respect of any sale of shares under the powers of the Company conferred by this Article. The title of the transferee to the shares will not be affected by any irregularity in or invalidity of the proceedings connected with the sale or transfer. Any such instrument or shall be effective as if it had been executed or exercised by the holder of the shares to which it relates.
- 15.6 The net proceeds of any sale or redemption of or other return of monies on shares subject to the Company's lien under these Articles (after payment of the costs and expenses of sale) shall be applied in or towards satisfaction of the amount then due to the Company in respect of the shares. Any balance shall be paid to the original holder of, or the person entitled (but for such sale) by transmission to, the shares on surrender to the Company for cancellation of the certificate for such shares (or an indemnity in such form as the Board may require where the same is missing or destroyed) and (in all cases) subject to the Company having a lien on such balance on the same basis as applied to such shares for any amount not presently payable as existed on such shares before the sale or redemption or return of capital concerned.

## **16. PARTLY PAID SHARES AND FORFEITURE**

- 16.1 The powers of the Board under this Article may only be exercised with Parent Consent.
- 16.2 Subject to their terms of issue, the Board may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal amount of the shares or by way of premium) and not payable on a date fixed by or in accordance with the terms of issue, and each member shall (subject to the Company serving upon him at least 14 clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares.
- 16.3 A call may be made payable by instalments. A call may be revoked or postponed, in whole or in part, as the Board may decide. A person upon whom a call is made shall remain liable for all calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.
- 16.4 A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed.
- 16.5 The joint holders of a share shall be jointly and severally liable to pay all calls in respect of the share.
- 16.6 If a call remains unpaid after it has become due and payable, the person from whom it is due and payable shall pay interest on the amount unpaid from the day it is due and payable to the time of actual payment at such rate, not exceeding 15 per cent. per annum, as the Board may decide, and all expenses that have been incurred by the Company by reason of such non-payment, but the Board shall be at liberty in any case or cases to waive payment of the interest or expenses wholly or in part.
- 16.7 Any amount which becomes payable in respect of a share on allotment or on any other date fixed by or in accordance with the terms of issue, whether in respect of the nominal amount of the share or by way of premium or as an instalment of a call, shall be deemed to be a call and, if

it is not paid, all the provisions of these articles shall apply as if the sum had become due and payable by virtue of a call.

- 16.8 Subject to their terms of issue, the Board may on the issue of shares differentiate between the allottees or holders as to the amount of calls to be paid and the times of payment.
- 16.9 The Board may, if it thinks fit, receive from any member who is willing to advance them all or any part of the moneys uncalled and unpaid upon any shares held by him and on all or any of the moneys so advanced the Company may (until those moneys would, but for the advance, become presently payable) pay interest at such rate, not exceeding (unless the Company by ordinary resolution or the Parent shall otherwise direct) 15 per cent. per annum, as the Board may decide.
- 16.10 If any call or instalment of a call remains unpaid on any share after the day appointed for payment, the Board may serve a notice on the holder requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued and any expenses incurred by the Company by reason of such non-payment.
- 16.11 The notice shall name a further day (not being less than 14 clear days from the date of the notice) on or before which, and the place where, the payment required by the notice is to be made and shall state that in the event of non-payment on or before the day and at the place appointed, the shares in respect of which the call has been made or instalment is payable will be liable to be forfeited. The Board may accept the surrender of any share liable to be forfeited and, in that event, references in these articles to forfeiture shall include surrender.
- 16.12 If the notice is not complied with, any share in respect of which it was given may, at any time before payment of all calls or instalments and interest and expenses due in respect of it has been made, be forfeited by a resolution of the Board and the forfeiture shall include all dividends declared and other moneys payable in respect of the forfeited shares and not paid before the forfeiture.
- 16.13 When any share has been forfeited, notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the share but no forfeiture shall be invalidated by any omission or neglect to give notice.
- 16.14 Until cancelled in accordance with the requirements of the Companies Acts, or redesignated into a Deferred Share, a forfeited share shall be deemed to be the property of the Company and may be sold or otherwise disposed of either to the person who was, before forfeiture, the holder or to any other person upon such terms and in such manner as the Board shall decide. The Board may for the purposes of the disposal authorise some person to execute an instrument of transfer to the designated transferee. The Company may receive the consideration (if any) given for the share on its disposal. At any time before a sale or disposition the forfeiture may be cancelled by the Board on such terms as the Board may decide.
- 16.15 A person whose shares have been forfeited shall cease to be a member in respect of them and (unless otherwise agreed under the terms on which the shares were originally issued or where the share concerned has been redesignated as a Deferred Share) shall surrender to the Company for cancellation the certificate for the forfeited shares but shall remain liable to pay to the Company all moneys which at the date of the forfeiture were payable by him to the Company in respect of those shares with interest thereon at the rate of 15 per cent. per annum (or such lower rate as the Board may decide) from the date of forfeiture until payment, and the Company may enforce payment without being under any obligation to make any allowance for the value of the shares forfeited or for any consideration received on their disposal.

- 16.16 A statutory declaration that the declarant is a director of the Company or the secretary and that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share. The declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is sold or otherwise disposed of shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, sale or disposal.

## **17. TRANSMISSION**

- 17.1 If a member dies, the survivor or survivors, where he was a joint holder, and his personal representatives, where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his shares; but nothing contained in these Articles shall release the estate of a deceased holder from any liability in respect of any share held by him solely or jointly with other persons.
- 17.2 Where the entitlement of a person to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law is proved to the satisfaction of the Board, the Board shall within two months after proof cause the entitlement of that person to be noted in the Register.
- 17.3 Any transmittee may, subject as provided elsewhere in these Articles, elect either to become the holder of the share or (with the consent of the Board) to have some person nominated by him registered as the holder. If he elects to be registered himself he shall give notice to the Company to that effect. If he elects, with Board consent, to have another person registered, he shall transfer title to the share to that person. In addition and without prejudice to Article 22.7, the Board may (and will if so directed by the Parent) at any time require the transmittee to be registered himself and if the requirements are not complied with within 60 days of being issued the Board may (and will if so directed in writing by the Parent) withhold payment of all dividends and other moneys payable in respect of the share until the requirements have been complied with. All the provisions of these Articles relating to the transfer of, and registration of transfers of, shares shall apply to the notice or transfer as if the death or bankruptcy of the member or other event giving rise to the transmission had not occurred and the notice or transfer was given or executed by the member.
- 17.4 Where a person becomes entitled by transmission to a share, the rights of the holder in relation to that share shall cease, but the transmittee may give a good discharge for any dividends or other moneys payable in respect of the share and shall have the same rights in relation to the share as he would have had if he were the holder of it save that, until he becomes the holder, he shall not be entitled in respect of the share (except with the authority of the Board and a Parent Consent) to attend or vote at any general meeting of the Company or at any separate general meeting of the holders of any class of shares in the Company or to exercise any other right conferred by membership in relation to general meetings or shareholder resolutions.
- 17.5 If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the transmittee before the transmittee's name has been entered in the Register in respect of the shares.

## **18. TRANSFERS - GENERAL**

- 18.1 No shares or any interest therein shall be transferred and the Directors shall not register any transfer of shares in the Company other than a Permitted Transfer and, subject only to Article 20, the Directors shall be obliged to register a Permitted Transfer.

- 18.2 For the purposes of the provisions of these Articles relating to transfer of shares, a transfer of shares includes a renunciation of any allotment of shares or of any Subscription Rights and any other disposition of any interest in any share (or the income or capital or other rights referable thereto) whether legal beneficial or otherwise (including the entry into any option or other agreement (conditionally or otherwise) for the possible sale or transfer thereof or grant of any security thereover) and whether or not for consideration or by written disposition or otherwise.
- 18.3 Any transfer or purported transfer of any share or of any interest therein made otherwise than in accordance with these Articles shall be void and of no effect whatsoever. In addition the Directors shall be at liberty by notice in writing to the registered holders thereof to disenfranchise any shares which are the subject of a transfer not made in accordance with these Articles until such time as the Directors (acting reasonably) are satisfied that the provisions of these Articles relating to transfer of shares have been complied with.
- 18.4 The instrument of transfer of a share shall be executed by or on behalf of the transferor and (in the case of a partly paid share) the transferee, and the transferor shall be deemed to remain the holder of the share concerned until the name of the transferee is entered in the Register in respect of it.
- 18.5 No fee shall be charged by the Company for registering any transfer, document or instruction relating to or affecting the title to any share or for making any other entry in the Register.
- 18.6 Where the Parent is to purchase any B Ordinary Shares under any provision of these Articles it may at its option satisfy all or any part of the consideration payable for such purchase by the issue or transfer to the transferor of Parent Publicly Traded Securities of a value equal (at their Mid Market Price) to the consideration to be so satisfied and also as a condition of such satisfaction, require the transferor to enter into a Parent Undertaking and provide an Up Front Election (as defined in Article 19) in respect of those shares on their acquisition.
- 18.7 For the purposes of these Articles a Parent Undertaking shall be an undertaking, in such form as the Parent may require, given in respect of Parent Publicly Traded Securities acquired as consideration for the sale of any B Ordinary Shares (and any shares which may be issued in respect of them by way of bonus and/or capitalisation issue or otherwise deriving from them on a capital reorganisation) under which the holder of the Parent Publicly Traded Securities concerned will undertake and agree:
- (A) not (save with the written consent of the Parent) to sell, transfer or otherwise dispose (or encumber) directly or indirectly (or agree to do so, conditionally or otherwise) those shares (or any interest in them) provided that it shall not be reasonable for the purposes of these Articles for any such undertaking:
- (1) to apply in respect of any such shares to the extent they represent in value, on issue, more than two thirds of the total consideration paid for the B Ordinary Shares so sold;
- (2) to apply for a period longer than their "**Applicable Lock Up Period**", which (unless otherwise agreed in writing between the Parent and the seller of the B Ordinary Shares) shall be twelve months from the date of their acquisition for half of the shares covered by the undertaking; and 24 months from the date of their acquisition for the balance (and references below to "**Locked Up Parent Shares**" shall be construed accordingly);
- (3) to restrict sale of the shares to the extent required to finance any tax liability and/or indemnity given to any Parent Group member for a tax liability arising in relation to the disposal of the B Ordinary Shares in respect of which the

Locked Up Parent Shares were issued or transferred, where that tax liability will fall due for payment in the Applicable Lock Up Period;

- (4) to prevent acceptance of any Takeover Offer for the Parent which is publicly recommended by its board of directors or conditionally upon it becoming or being declared wholly unconditional or where that acceptance is given after the Takeover Offer has become or been declared wholly unconditional;
  - (5) to prevent exercise of or compliance with any rights or obligations under Part 28 Chapter 3 of the 2006 Act or any similar statutory provision to sell such shares to an offeror after a Takeover Offer has become or been declared wholly unconditional; or
  - (6) to prevent acceptance of any offer by the Parent to repurchase or scheme of arrangement affecting all shares of the same class as the shares concerned;
- (B) that the Parent shall have a right (conditionally upon any required approval of its members under the 2006 Act and/or under the Listing and/or AIM Rules, as appropriate), by written notice given whilst the relevant Parent Publicly Traded Securities are still Locked Up Parent Shares, to buy back or to require the transfer to such person or persons as the Parent shall nominate of up to all of the then Locked Up Parent Shares if the person providing the undertaking (or his related Relevant Executive) shall become a Leaver whilst the shares concerned are Locked Up Parent Shares for a consideration as follows:
- (1) if the Leaver is a Good Leaver, their Mid Market Price;
  - (2) if the Leaver is a Bad Leaver, their Mid Market Price or (if lower) the original Acquisition Cost of the B Ordinary Shares to which the Locked Up Parent Shares are attributable; or
  - (3) if the Leaver is a Very Bad Leaver, £1 in aggregate; and
- (C) to grant an irrevocable power of attorney in favour of such person as shall be nominated for this purpose by the Parent (or if it is not a member) the Board as his attorney for the purposes of executing and delivering and doing any acts deeds and things as are required on his part to give effect to the Parent Undertaking.

18.8 Each member shall be deemed hereby irrevocably to appoint such person as shall be nominated for this purpose by the Parent (or if it is not a member) the Board as his attorney for the purposes of executing and delivering and doing any acts deeds and things as are required on his part to facilitate the issue to him of any such Parent Publicly Traded Securities and/or to execute any Parent Undertaking pursuant to this Article.

18.9 Where any shares are sold or transferred under the terms of these Articles, then (except to the extent otherwise agreed in writing by the transferee) the transferor shall be deemed hereby to undertake to the transferee that he or it has full power capacity and authority to make the sale or transfer and that the shares concerned are sold or transferred with full title guarantee and free from all charges liens and encumbrances.

18.10 If the Board refuses to register a transfer or renunciation pursuant to these Articles, it shall, within two months after the date on which the transfer or renunciation was delivered to the Company, send notice of the refusal to the transferee or renouncee and comply with the provisions of section 771 of the 2006 Act as regards the giving of reasons for the refusal and related information.

- 18.11 An instrument of transfer or renunciation which the Board refuses to register shall (except in the case of suspected fraud) be returned to the person delivering it. All instruments of transfer which are registered may, subject to these Articles, be retained by the Company.

## 19. EMPLOYEE SHARE PROVISIONS

- 19.1 If any PAYE or income tax and/or employer's secondary class 1 and employee's primary class 1 national insurance or other social security contributions (or similar or substituted tax liability in any part of the world) and/or related interest penalties, fines, costs and expenses (together "**employee related tax liability**") becomes payable by the Company and/or any subsidiary or other relevant Parent Group member by reference to which the relevant employee related tax liability arises or arose is a person other than that member) including (without limitation) by reason of any election made in respect of any such shares and/or securities under Part 7 of The Income Tax (Earnings and Pensions) Act 2003 ("**ITEPA**") then (except to the extent that such contribution may not lawfully be demanded) the member concerned shall be liable on demand by the Company or Parent and without right of reimbursement from the Group or Parent Group, to make payment to the Company of such amount as on an after tax basis will meet the employee related tax liability concerned and the Company shall have a lien as referred to in Article 15 (notwithstanding that the shares concerned are fully paid), as security for any such amount payable, over any shares in the Company held by that member and over any proceeds for sale or other disposal thereof.
- 19.2 The following provisions of this Article 19 shall apply as regards Restricted Securities, except to the extent otherwise agreed by the Board or by Parent Consent.
- 19.3 For the purposes of these Articles "**Restricted Securities**" shall mean restricted securities or interests in restricted securities as defined in Part 7 of ITEPA in the Company or any member of the Parent Group (and "**Restricted Security**" shall be construed accordingly) and other words and expressions defined in such Part 7 shall bear the same meaning except where clearly inconsistent with the context.
- 19.4 No Restricted Security or interest therein shall be transferred or otherwise disposed of or allotted or issued to any person in circumstances where as a result that person and the Company or another member of the Parent Group could make an election in respect thereof under section 431(1) ITEPA (an "**Up Front Election**"), unless the Board with Parent Consent is satisfied that such election will be made in the manner and by the latest time provided by sections 431(4) and (5) ITEPA.
- 19.5 If any chargeable event shall occur in relation to any Restricted Securities in circumstances where section 426 of ITEPA applies and an election could be made in respect thereof under section 430(1) of ITEPA, then (unless otherwise agreed by the Directors with Parent Consent) such election (an "**Ongoing Election**") shall be made in the manner and within the time limits prescribed in sections 430(2) and (3) ITEPA.
- 19.6 Each member who through employment by or holding of any office with any member of the Parent Group becomes entitled to make an Up Front Election or Ongoing Election or who is an associated person of a person so entitled shall and shall procure that any such associated person shall duly join with his employer or engaging member of the Parent Group in duly making that election in the manner and within the time limits provided in sections 431(4) and (5) or sections 430(2) and (3) ITEPA as appropriate and such member hereby irrevocably and as security for his due performance of such obligation appoints the Secretary for the time being of the Company or such person as the Parent may in writing direct jointly and severally as his attorney for the purposes of signing and making any such election on his behalf.

19.7 Each member shall duly provide to the Company and relevant employer member of the Parent Group such information as it shall require or need for the purposes of fulfilling its obligations as a responsible person in relation to that member and/or his associated persons and/or any Restricted Securities or interest therein from time to time held or owned or formerly held or owned or proposed to be acquired by him and/or any such associated person and in particular and without limitation shall notify the Company of any reportable event and/or chargeable event relevant thereto without delay after it occurs.

19.8 The Company shall procure that any Up Front Elections or Ongoing Elections required to be signed and made by it and/or any other member of the Parent Group as required by the foregoing are duly made as so required and in the manner and by the latest time provided in sections 431(4) and (5) or sections 430(2) and (3) ITEPA as appropriate.

19.9 Neither the provisions of this Article nor any failure to comply with the same shall give rise to any right of action or compensation on the part of any member or other person who may suffer or incur any tax liability or greater tax liability as a result.

## **20. SPECIAL TRANSFER RESTRICTIONS**

20.1 No transfer of B Ordinary Shares or any interest therein shall be made or registered without Parent Consent except:

- (A) pursuant to acceptance of an offer made and completed under and in accordance with Article 23.1 or Article 23.2; or
- (B) where required under a Mandatory Transfer Provision and the transfer is made in accordance with Article 24; or
- (C) pursuant to a Voluntary Transfer Notice given, under Article 24, during a Transfer Window in compliance with Article 20.2.

20.2 A Voluntary Transfer Notice under Article 20.1(C) may not be given by a holder of B Ordinary shares more than once during the same Transfer Window or (save with Parent Consent) less than twelve months after he last gave such a Voluntary Transfer Notice, and:

- (A) may only be given in respect of B Ordinary Shares which are then Fair Value Shares;
- (B) may not be given earlier than three years from the date on which the B Ordinary Shares it relates to were first Acquired by the holder giving the Transfer Notice, unless there has been an Asset Sale in that period;
- (C) may not be given in respect of a number of B Ordinary Shares which is less than ten per cent. in number of the aggregate number of B Ordinary Shares held and previously held by the person giving it; and
- (D) may not be given by a Bad Leaver or Very Bad Leaver.

20.3 If a Voluntary Transfer Notice is given under and in compliance with Article 20.1(C), then, subject to Articles 6 and 20.4 and provided the Proposed Transferor complies with his obligations relating to the transfer, the Parent shall be obliged as sole Priority Offeree to purchase or procure the purchase of all of the Offered Shares so offered to it under Article 24.

20.4 The Directors may in their absolute discretion and shall if required by the Parent, and (to the extent permitted by the Companies Acts) without assigning any reason therefor, decline to register any transfer of any share:

- (A) which is not fully paid; or
- (B) over which the Company has a lien unless the sums the subject of the lien will be discharged in full to the satisfaction of the Board on or before such registration is made; or
- (C) to more than four transferees; or
- (D) covered by a transfer comprising shares of more than one class; or
- (E) to a minor; or
- (F) to a person who or which is insolvent or bankrupt; or
- (G) to a person suffering from mental disorder; or
- (H) which is not duly stamped (if required); or
- (I) which is not delivered for registration to the Registered Office or such other place as the Board may decide and have notified to the members on not less than 14 clear days notice, accompanied by the requisite supporting documents referred to in Article 20.5.

20.5 The supporting documents referred to in Article 20.4 are (i) the certificate for the shares to which the transfer relates (except in the case of a transfer of a share, for which a certificate has not been issued or by a person in respect of whom the Company is not required by the Companies Acts to complete and have ready for delivery a share certificate, and except in the case of a renunciation) or (at the absolute discretion of the Board) such indemnity as the Board may require in the case where any such required certificate is not available; and (ii) any other evidence as the Board may reasonably require to prove the title to such share of the transferor or person renouncing and the due execution by him of the transfer or renunciation or, if the transfer or renunciation is executed by some other person on his behalf, the authority of such person to do so.

## **21. EXPRESSLY PERMITTED TRANSFERS**

21.1 The provisions of this Article 21 are subject to the restrictions in Article 20.

21.2 The Board shall register:

- (A) any transfer of B Ordinary Shares made as permitted by these Articles; and
- (B) any transfer of Ordinary Shares, provided that the provisions of Article 23 are complied with where applicable; and
- (C) any transfer of other shares, if so directed in writing by the Parent.

21.3 Without prejudice to Article 2.3, any share may be transferred with Parent Consent to a person to be held as bare nominee and any shares held by a member as bare nominee may be transferred to any other person or persons provided, in either such case, that the transferor and transferee certify to the Company and the Parent is satisfied that no beneficial interest in such shares passed by reason of the transfer.

21.4 Subject to Article 21.5, the following transfers of shares shall be permitted and constitute Permitted Family Transfers for the purposes of these Articles if made with prior Parent Consent:

- (A) a transfer of shares by their absolute beneficial owner, being an individual ("**the Original Member**") or his personal or other legal representatives, to a Privileged Relation of his or to trustees to be held on Family Trusts of his;
  - (B) a transfer of any shares transferred under Article 21.4(A) and/or any Related Shares thereof:
    - (1) to the Original Member or any Privileged Relation of his; or
    - (2) by the trustees of the Family Trust concerned to new or continuing trustees thereof;
- 21.5 If a member holds shares as a result of an earlier transfer under Article 21.4 that member may only transfer such shares and/or any Related Shares thereof under Article 21.4 to a person to whom the member who originally transferred him the shares could have transferred them under Article 21.4.
- 21.6 Any shares may be transferred to the trustees of an Employees Trust or by the trustees of an Employees Trust to any beneficiary hereunder and the trustees of an Employee Trust may grant options in favour of any such employees, provided in any such case such transfer or option is effected or granted in accordance with the terms of such trust and has been approved by Parent Consent.
- 22. MANDATORY TRANSFERS**
- 22.1 Subject to Article 22.2, if a person becomes a Leaver or is given or gives notice to terminate his employment or engagement in circumstances where he will as a result become a Leaver:
- (A) he and each Relevant Member of his shall, if and to the extent required by the Directors or Parent by notice in writing given to him (or his personal representative, as appropriate) at any time and from time to time during the period of two years following his Leaving Date (or if later, the expiry of four years from the date on which the shares concerned were Acquired by the Leaver) give a Mandatory Transfer Notice or Notices in respect of all or any of his or their Relevant Shares; and
  - (B) he and each Relevant Member of his shall, if he subsequently becomes registered or unconditionally entitled to be registered as the holder of shares in the Company pursuant to a right or opportunity made available to him prior to his becoming a Leaver, be deemed (unless otherwise agreed by all the Directors with Parent Consent) to have served a Mandatory Transfer Notice in respect of all such shares, upon becoming so registered or entitled.
- 22.2 If a Parent Exit or a Listing or Asset Sale has occurred (or is to occur and the completion of the sale and purchase of the shares concerned is conditional on or is a precondition to it taking place), the Parent may or the Company (with Parent Consent) may or (if so directed by the Parent) shall (by written notice to that member) require any B Ordinary Shareholder to give a Transfer Notice in respect of all or any of his B Ordinary Shares within 14 days of such notice; and any such notice so given shall be treated as a Voluntary Transfer Notice for the purposes of these Articles. If any B Ordinary Shareholder shall fail within such 14 day period to give such a Transfer Notice, he shall be deemed to have given a Mandatory Transfer Notice in respect of the shares concerned at the end of the 14 day period at a Transfer Value equal to their Floor Value.
- 22.3 At any time during a Transfer Window falling after 31 December 2012, the Parent may or the Company (with Parent Consent) may or (if so directed by the Parent) shall (by written notice to

that member) require any Relevant Executive (or Relevant Member of his) to give a Transfer Notice in respect of all or any of his or their B Ordinary Shares within 14 days of such notice; and any such notice so given shall be treated as a Voluntary Transfer Notice for the purposes of these Articles. If any B Ordinary Shareholder shall fail within such 14 day period to give such a Transfer Notice, he shall be deemed to have given a Mandatory Transfer Notice in respect of the shares concerned at the end of the 14 day period at a Transfer Value equal to their Floor Value. Any Transfer Notice required under this Article 22.4 shall supersede any Voluntary Transfer Notice given in respect of the same shares which is still then outstanding.

- 22.4 If a Family Trust ceases for any reason to be a Family Trust any shares held by such trust shall be transferred (either directly or upon trust) to the Original Member or Approved Beneficiary whose Family Trust it is or to Privileged Relation(s) of that Original Member or Approved Beneficiary within 21 days of that event failing which the trustees shall be deemed to have given a Mandatory Transfer Notice (in respect of all such shares held by the trustees) at such time thereafter as the Directors or the Parent shall notify it in writing.
- 22.5 If any person holding shares as a bare nominee as contemplated by Article 21.3 ceases to be such a nominee and shall fail within 21 days of such event to transfer all the shares concerned to the original beneficial owner then such person shall be deemed to have given a Mandatory Transfer Notice in respect of such shares at such time thereafter as the Board or the Parent shall notify in him in writing.
- 22.6 A transmittee in relation to shares of a member shall be bound at any time within twelve months of becoming so entitled, if and when called upon in writing by the Board or the Parent so to do, to give a Mandatory Transfer Notice in respect of all shares then registered in the name of the relevant member unless such person is, or shall (within 21 days of becoming so entitled) transfer such shares to a person to whom shares may be transferred pursuant to Article 21.
- 22.7 For the purpose of ensuring that a transfer of shares is in accordance with the provisions of these Articles and duly authorised hereunder or that no circumstances have arisen whereby a Transfer Notice is required to be given hereunder the Directors may (and shall if required by the Parent) from time to time require any member or past member (including any one or more of joint holders of shares) or the legal personal representatives or the trustee in bankruptcy of any member or any person named as a transferee in any instrument of transfer lodged for registration, to furnish to the Company such information and evidence as the Directors and/or the Parent may reasonably think fit regarding any matter which they or the Parent may reasonably deem relevant for such purpose.
- 22.8 If any information or evidence requested under Article 22.7 is not provided to the reasonable satisfaction of the Directors or the Parent requesting the same, within 14 days after such a request, the Directors may (and will if required by the Parent) refuse to register the transfer in question or (in case no transfer is in question) require by notice in writing that a Mandatory Transfer Notice is given in respect of the shares concerned. If such information or evidence discloses that in the reasonable opinion of the Directors a Transfer Notice ought to have been given in respect of any shares the Directors may (and will if required by a the Parent) by notice in writing require that a Mandatory Transfer Notice is given pursuant to these Articles in respect of the shares concerned.
- 22.9 Where under the provisions of these Articles a Mandatory Transfer Notice is required to be given in respect of any shares but it is not given within a period of 14 days of demand therefor being made or within any other period specified it shall, be deemed to have been given on the fourteenth day after such demand is made or at the end of the relevant specified period, as appropriate.

## 23. TAG ALONG AND DRAG ALONG

- 23.1 Subject to Article 23.5, no sale or transfer of any shares ("**the Specified Shares**") shall be made which would result if made and registered (when taken together with all other proposed contemporaneous sales or transfers of shares in the Company) in a person or persons obtaining a Controlling Interest in the Company unless the proposed transferee or transferees or his or their nominees has or have made a Qualifying Offer, as provided below.
- 23.2 If any offer (which without limitation may be made by a member of the Parent Group) to acquire all of the shares in the Company (or all of the shares in the Company not already held by or for the offeror and/or any associated company thereof) is approved in writing for the purposes of this Article 23.2 by the Parent (or holders of a Majority of the Ordinary Shares) then the holders of the other shares in the Company (including those who become such holders through exercise of Subscription Rights, even if after the date the offer is made or any Company Sale pursuant thereto is completed) shall be deemed hereby and as security for the due performance of their obligations under these Articles irrevocably to appoint such person as shall be appointed for this purpose by the Parent as their attorney for the purposes of receiving and accepting and executing any documents and attending to such other things on their part as may be required under the terms of the offer and also receiving as agent or trustee on their behalf (without obligation to earn or pay interest thereon pending accounting therefor to the persons entitled thereto) any consideration payable under the terms of the offer, which (assuming a Company Sale results) shall be allocated consistently with Article 4. Such attorney shall without limitation have power to sign and vote on and deliver any resolutions approving any financing arrangements involved in the context of the sale of shares under the offer and also to appoint the purchaser or transferee of shares under the offer as the attorney of the holder thereof for the purposes of exercising the voting rights attaching thereto pending their registration in the name of the transferee.
- 23.3 A Qualifying Offer for the purposes of these Articles shall be in writing and:
- (A) constitute an offer by the offeror to purchase all of the shares in the Company then in issue and all shares to be issued on the exercise of any outstanding Subscription Rights but excluding (to the extent the offeror so elects) any such shares already held or owned by the offeror and/or persons connected or acting in concert with the offeror;
  - (B) be unconditional or subject to a condition that if its conditions are not satisfied (or waived by Parent Consent) the proposed sale or transfer of the Specified Shares will not proceed;
  - (C) be open for acceptance for at least 21 days from its date, which shall be specified therein; and
  - (D) be made at the Specified Price, as defined below.
- 23.4 For the purpose of this Article the expression "**the Specified Price**":
- (A) means a price per share at least equal to that offered or paid or payable by the proposed transferee or transferees or his or their nominees respectively for the Specified Shares of the same class, but subject to the provisions of Article 4; and
  - (B) shall include an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holder or holders of the Specified Shares which having regard to the substance of the transaction as a whole can reasonably be regarded as in addition to the price paid or payable for the Specified Shares.

- 23.5 Article 23.1 shall not apply to any sale or transfer of shares between members of the Parent Group or under Article 21.3 or in circumstances where the holders of all the shares in the Company who receive the offer mentioned in Article 23.2 accept or are hereby deemed to accept such offer.
- 23.6 Article 24 shall not apply to any transfer of B Ordinary Shares made pursuant to this Article.
- 23.7 If there is a disagreement between the Company and/or any of its members as to the calculation of the Specified Price for the purposes of this Article the disagreement shall be resolved by Determination.
- 24. THIRD PARTY TRANSFERS**
- 24.1 Subject to Articles 21 and 23, no B Ordinary Shares or any interest therein shall be transferred or disposed of whether by way of sale or otherwise except in accordance with the following provisions of this Article 24. References to shares in this Article 24 shall (except where stated) be a reference only to B Ordinary Shares.
- 24.2 Every holder of shares or person entitled to be registered in respect of a share or shares of the Company who intends to transfer or dispose of any share or shares registered in his name and/or to which he is so entitled or any interest therein ("**the Proposed Transferor**") shall give notice in writing to the Directors of such intention ("**a Transfer Notice**") with a contemporaneous copy to the Parent.
- 24.3 A Transfer Notice shall specify the number and class of shares which (or the interest in which) the Proposed Transferor intends to transfer and where a Transfer Notice is given or deemed given in respect of shares of more than one class a separate Transfer Notice shall be deemed to have been given in respect of each such class of share.
- 24.4 A Voluntary Transfer Notice may with Parent Consent provide as a condition ("**a Total Transfer Condition**") that (unless all the shares specified or deemed comprised therein are sold to persons found by the Company pursuant to this Article) none shall be sold, and except as hereinafter provided, a Transfer Notice once given or deemed to be given shall not be revocable without the written consent of the Board acting with Parent Consent.
- 24.5 Subject to Article 24.6 a Transfer Notice shall constitute the Company the agent of the Proposed Transferor to sell all the shares specified or deemed comprised therein ("**the Offered Shares**") in accordance with the provisions of this Article.
- 24.6 Article 24.5 and related provisions of this Article shall not apply if before any sale and purchase of the Offered Shares pursuant to it the shares have been redesignated as Deferred Shares under Article 12.
- 24.7 Upon the expiry of seven days after Determination of the Transfer Value of the Offered Shares as provided in Article 24.14, the Directors shall forthwith by notice in writing inform:
- (A) the Parent and (except where the Parent is obliged to purchase or procure the purchase of the Offered Shares under Article 20.3) such Relevant Executives or proposed Relevant Executives and/or the trustees of such Employees Trust or Trusts as the Directors shall agree with Parent Consent and/or as shall be required by the Parent ("**Priority Offerees**"); and
  - (B) except where it is already then known by the Board that all of the Offered Shares will be acquired or procured acquired by Priority Offerees, each of the B Ordinary

Shareholders (other than the Proposed Transferor and any holder of B Ordinary Shares who at the time has given or could be required to give a Mandatory Transfer Notice);

(together "Offerees") of the number of and the price (being the Transfer Value) of the Offered Shares and invite each Priority Offeree and member to whom such notice is given to apply in writing to the Company within 21 days of the date of despatch of the notice (which shall be specified therein) for such maximum number of the Offered Shares (being all or any thereof) as he shall specify in such application. Where Article 20.3 applies the Parent shall be obliged so to apply and specify the extent to which it and/or an Employee Trust or other person(s) found by it are to take up the Offered Shares concerned.

- 24.8 With prior Parent Consent, the Directors may within the 21 day period referred to in Article 24.7 resolve that, if the Company would then be able to do so under the Companies Acts (if the required special resolution was passed and formalities observed), the Company should repurchase all or any of the Offered Shares at the Transfer Value. If the Directors so resolve, the Company shall have first right to acquire the Offered Shares concerned, and each member shall be deemed hereby irrevocably to appoint such person as shall be nominated by the Board as his attorney for the purposes of passing any required resolutions to approve the purchase and signing and delivering the required documentation to effect the repurchase, consistently with the terms of these Articles.
- 24.9 The Directors shall, within seven days after the earliest of (i) the end of the 21 day period referred to in Article 24.7 and (ii) the date on which responses have been received by the Directors from all Offerees to the invitation made to them under Article 24.6, notify the Proposed Transferor of the number of Offered Shares (if any) for which they have found a purchaser or purchasers pursuant to Article 24.7 including if relevant the Company under Article 24.8 and, if the Directors have found such a purchaser or purchasers in respect of some only of the Offered Shares and the Transfer Notice properly contained a Total Transfer Condition, the Proposed Transferor shall be entitled to withdraw the Transfer Notice (in whole but not in part) within five days of such notification.
- 24.10 During the three months following the end of the period of seven days referred to in Article 24.8 the Proposed Transferor (whether or not the Transfer Notice has been withdrawn under that paragraph) may (subject to Article 20) transfer to any person or persons approved by the Parent Board, at any price per share (not being less than the Transfer Value thereof determined aforesaid) any share not allocated in accordance with the provisions of this Article, except that if he has withdrawn the Transfer Notice under Article 24.8, he may not sell some only of the Offered Shares except with Parent Consent.
- 24.11 If within the period of 21 days referred to in Article 24.7 applications are found for all or (except where the Transfer Notice is withdrawn under Article 24.8) any of the Offered Shares, the Directors shall allocate the Offered Shares (or so many of them as shall be applied for as aforesaid):
- (A) first to and amongst the applicant Priority Offerees in such proportions and priority as the Directors shall agree with Parent Consent or as shall otherwise be required by the Parent; and
  - (B) secondly (if any such Offered Shares remain after such applicants have been satisfied in full), to and amongst the remaining applicants (and to the extent there is competition between such applicants, pro rata according to the number of shares of such class of which they are registered as holders);

PROVIDED THAT no applicant shall be obliged to take more than the maximum number of Offered Shares applied for by him as aforesaid and that all requisite adjustments shall be made

in the event that any applicant allocated Offered Shares shall fail to complete the purchase of the same when required in accordance with this Article.

- 24.12 The Directors shall forthwith give notice in writing of the allocations of Offered Shares made pursuant to Article 24.11 (an "**allocation notice**") to the Proposed Transferor and to the persons to whom Offered Shares have been allocated and (provided that the aggregate number of shares so allocated coincides with the number of shares notified to the Proposed Transferor pursuant to Article 24.9) the Proposed Transferor shall thereupon be bound to transfer the shares allocated upon payment of the Transfer Value thereof. An allocation notice shall state the names and address of the purchasers and the number of shares agreed to be purchased by them respectively and the purchases shall be completed at such place and such time as shall be specified by the Directors in such Notice being not less than seven days nor more than 28 days after the date of such Notice.
- 24.13 If the Proposed Transferor having become bound as aforesaid makes default in accepting payment of the purchase price for any Offered Share or, as the case may be, in transferring the same, the Directors may receive such purchase money and may nominate some person to execute an instrument of transfer of such share in the name and on behalf of the Proposed Transferor and thereafter when such instrument has been duly stamped the Directors shall cause the name of the transferee to be entered in the Register of Members as the holder of such share and where applicable shall hold the purchase money in trust without interest for the Proposed Transferor. The receipt of the Directors for the purchase money shall be a good discharge to the purchaser (who shall not be bound to see to the application thereof) and after his name has been entered in the Register of Members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.
- 24.14 The Transfer Value per share of any shares to be transferred pursuant to the provisions of these Articles shall be such sum as may be agreed (or deemed agreed as provided below) between the Proposed Transferor and the Directors (with Parent Consent) consistently with the definition of Transfer Value in the Schedule to these Articles within 28 days of the service or deemed service upon the Company of a Transfer Notice in which the Offered Shares are comprised or, in default of such agreement or deemed agreement, such sum as shall be Determined as the Transfer Value thereof on the relevant Calculation Date (as defined below). For these purposes, if the Directors shall (with Parent Consent as to the amount concerned) notify a Proposed Transferor in writing of the amount which they consider should be the Transfer Value of the Offered Shares and the Proposed Transferor shall fail before 5 pm London time on the fourteenth day after the date of that notification to notify the Directors in writing received at the Registered Office that he disputes that amount (giving reasonable details of the grounds for such dispute), the Transfer Value of the Offered Shares shall on the expiry of that time period be deemed to have been agreed at the amount so notified by the Directors
- 24.15 Upon receipt of a written application from any member holding shares in the Company, and subject to payment by him of the costs thereby incurred, the Directors shall request the Auditors to state the sum which in their opinion is the Fair Value of the share or shares being the subject of such application and such statement shall be certified in writing by the Auditors (acting as experts and not as arbitrators). Any member holding shares in the capital of the Company shall be entitled at any time to make an application to the Directors in pursuance of this Article and such application shall not be deemed to constitute a notice of his intention to transfer shares within the meaning of these Articles.

## **25. GENERAL MEETINGS: CONVENING AND QUORUM**

- 25.1 All general meetings of the Company shall be:

- (A) held within the United Kingdom or in such other jurisdiction as may be agreed by Parent Consent, but without prejudice to Article 25.7; and
  - (B) convened on at least such notice as is required by the Companies Acts.
- 25.2 Without limiting any other powers of the Board or any of the members to convene or require the convening of a general meeting, a general meeting may be convened by, or a proposed written shareholder resolution may be circulated by, a the holders of a Majority of the Ordinary Shares in the same way as if it is to be convened or circulated by the Board and with the authority thereof. The Company shall be provided with a copy of the notice convening the meeting or of such proposed written resolution at the same time as it is sent to the members entitled to receive the same.
- 25.3 The accidental omission to give any notice of a meeting or the accidental omission to send any document relating to any meeting to, or the non-receipt of any such notice or document by, any person entitled to receive the notice or document, shall not invalidate the proceedings at that meeting.
- 25.4 No business (other than the appointment of the chairman) shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business and at all times throughout the meeting thereafter.
- 25.5 If within 30 minutes (or such longer time as the chairman of the meeting may agree) of the time appointed for a general meeting, a quorum is not present, or if during a meeting a quorum ceases to be present, the meeting shall be adjourned to such other day and at such other time and place as the chairman (or in default, the Board) may decide provided that (unless otherwise agreed by Parent Consent) if the meeting is adjourned for 14 days or more, not less than 7 clear days' notice in writing is given thereof to all persons entitled to attend thereat.
- 25.6 Two members present in person or by proxy (or, being a corporation, by representative) shall be a quorum provided that:
  - (A) if and for so long as, the Company has only one member, that member present in person or by proxy shall be a quorum at any general meeting of the Company or of the holders of any class of shares; and
  - (B) if he is the only person present, a member (or his proxy or corporate representative) may only be counted in the quorum once, notwithstanding that he may also be acting as a proxy or corporate representative for another member or members.
- 25.7 A person (whether being a shareholder or his proxy or corporate representative) may attend and shall be treated as being in attendance at a general meeting if (even though he is not in the same place as other attendees) he is in a position (where is he is entitled to speak at the meeting) to communicate to all those attending the meeting any information or opinions he has on the business of the meeting and (being entitled to vote at the meeting) he is able to vote, during the meeting, on the resolutions put to the meeting and his vote can be taken into account, in determining whether or not such resolutions are passed, at the same time as the votes of the other persons attending the meeting.
- 25.8 If at an adjourned meeting a quorum for the purposes of Article 25.6 is not present within half an hour from the time appointed for the meeting the meeting shall be dissolved.
- 25.9 The chairman (if any) of the Board or, in his absence, the deputy chairman (if any) shall preside as chairman at every general meeting. If there is no chairman or deputy chairman, or if at any meeting neither the chairman nor any deputy chairman is present within five minutes after the

time appointed for the commencement of the meeting, or if neither the chairman nor any deputy chairman is willing to act as chairman, the directors present shall by a majority in number choose one of their number to act, or if one director only is present he shall preside as chairman if willing to act. If no director is present, or if each of the directors present declines to take the chair, the persons present and entitled to vote shall appoint one of their number to be chairman.

- 25.10 Each director shall be entitled to attend and speak at any general meeting of the Company, whether or not he is a shareholder. The chairman or any director may invite any person to attend and speak at any general meeting of the Company where he considers that this will assist in the deliberations of the meeting.
- 25.11 The chairman may at any time with the consent of any meeting at which a quorum is present (and shall if so directed by such a meeting) adjourn the meeting either sine die or to another time or place. When a meeting is adjourned sine die the time and place for the adjourned meeting shall be fixed by the Board.
- 25.12 No business shall be transacted at any adjourned meeting except business which might properly have been transacted at the meeting had the adjournment not taken place.
- 25.13 When a meeting is adjourned for one month or more, or sine die, at least seven days notice of the adjourned meeting shall be given specifying the place, the day and time of the adjourned meeting and the general nature of the business to be transacted. Except where these Articles otherwise require, it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.

## **26. GENERAL MEETINGS: PROCEEDINGS**

- 26.1 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before, or on the declaration of the result of, the show of hands) demanded by the Chairman or by any member entitled to vote who is present in person or by proxy. On a show of hands or poll votes may be given either personally or by corporate representative or by proxy.
- 26.2 Unless a poll is demanded as provided in Article 26.1, a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the Minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 26.3 If a poll is properly demanded it shall be taken in such manner as the chairman shall direct. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. A poll shall be taken forthwith after it has been properly demanded. A demand for a poll may be withdrawn. A member entitled to more than one vote need not, if he votes, use all his votes or cast all of the votes in the same way.
- 26.4 In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and, for this purpose, seniority shall be determined by the order in which the names stand in the Register in respect of the joint holding.
- 26.5 A member in respect of whom an order has been made by any competent court or official on the ground that he is or may be suffering from mental disorder or is otherwise incapable of managing his affairs may vote at any general meeting of the Company or at any separate general meeting of the holders of any class of shares in the Company and may exercise any other right conferred by membership in relation to general meetings by or through any person

authorised in such circumstances to do so on his behalf (and that person may vote on a poll by proxy), provided that evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote or such other right has been delivered at the Registered Office (or at such other place as may be specified in accordance with these Articles for the delivery of instruments appointing a proxy) not later than the last time at which an instrument of proxy should have been delivered in order to be valid for use at that meeting or on the holding of that poll.

- 26.6 If any objection shall be raised to the qualification of any voter, or any votes have been counted which ought not to have been counted or which might have been rejected, or any votes are not counted which ought to have been counted, the objection or error shall not vitiate the decision of the meeting or adjourned meeting on any resolution unless it is raised or pointed out at the meeting or, as the case may be, the adjourned meeting at which the vote objected to is given or tendered or at which the error occurs.

## **27. PROXIES AND CORPORATE REPRESENTATIVES**

- 27.1 The appointment of a proxy shall be in any usual form or in any other form which the Board may approve and, in the case of an instrument in writing, shall be executed by or on behalf of the appointor. In the case of an instrument in writing, a corporation may execute a form of proxy either under its common seal (or in any other manner permitted by law and having the same effect as if executed under seal) or under the hand of a duly authorised officer, attorney or other person. A member may appoint more than one proxy to attend on the same occasion, but only one proxy may be appointed in respect of any one share. The appointment of a proxy shall not preclude a member from attending and voting at the meeting or at any adjournment of it. A form of proxy shall, unless it provides to the contrary, be valid for any adjournment of the meeting to which it relates.

- 27.2 The appointment of a proxy and any authority under which it is executed or a copy of the authority certified notarially or in some other way approved by the Board may:

(A) in the case of an instrument in writing be deposited at the Registered Office or at such other place in the United Kingdom as is specified in the notice convening the meeting, or in any instrument of proxy sent out by the Company in relation to the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

(B) in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications:

(1) in the notice convening the meeting; or

(2) in any instrument of proxy sent out by the Company in relation to the meeting;  
or

(3) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting

be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

(C) in the case of a poll taken more than 48 hours after it was demanded, be deposited or received at the place referred to in paragraph (A) or (B) (as appropriate) of this Article

after the poll has been demanded and not less than 24 hours before the time appointed for taking the poll; or

- (D) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting to the chairman of the meeting, the Secretary or any Director.

In calculating the periods mentioned in sub-paragraphs (A) to (D) above, no account shall be taken of any part of a day which is not a working day for the purposes of section 324(3) of the 2006 Act.

- 27.3 An appointment of proxy which is not deposited, delivered or received in a manner permitted under Article 27.2 shall be invalid unless the chairman of the meeting or the holders of a Majority of the Ordinary Shares, in its or their absolute discretion in relation to any such appointment, waive any such requirement and decides to treat such appointment as valid. The appointment of a proxy will not be valid after twelve months from its date or the date of its execution, except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in cases where the meeting was originally held within twelve months from such date.
- 27.4 When two or more valid but differing appointments of proxy are delivered or received in respect of the same share for use at the same meeting and in respect of the same matter, the one which is last validly delivered or received (regardless of its date or of the date of its execution) shall be treated as replacing and revoking the other or others as regards that share. If the Company is unable to determine which appointment was last validly delivered or received, none of them shall be treated as valid in respect of that share.
- 27.5 An appointment of proxy shall be deemed (unless the contrary is stated in it) to confer authority to demand or join in demanding a poll and to vote, on a poll, on a resolution or a motion or an amendment of a resolution put to, or other business which may properly come before, the meeting or meetings for which it is given or any adjournment of any such meeting, as the proxy thinks fit. Such appointment shall not confer any further right to speak at the meeting, except with the permission of the chairman of the meeting.
- 27.6 The Board may at the expense of the Company send forms of appointment of proxy to the members by post, by electronic communication or otherwise (with or without provision for their return by pre-paid post) for use at any general meeting or at any separate meeting of the holders of any class of shares, either blank or nominating as proxy in the alternative any one or more of the Directors or any other person. If for the purpose of any meeting invitations to appoint as proxy a person or one of a number of persons specified in the invitations are issued at the Company's expense, they shall be issued to all (and not to some only) of the members entitled to be sent notice of the meeting and to vote at it. The accidental omission to send such a form of appointment or to give such an invitation to, or the non-receipt of such form of appointment by, any member entitled to attend and vote at a meeting shall not invalidate the proceedings at that meeting.
- 27.7 A body corporate which is a member may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company or at any separate meeting of the holders of any class of shares. Any person so authorised shall be entitled to exercise the same powers on behalf of the corporation (in respect of that part of the corporation's holdings to which the authority relates) as the corporation could exercise if it were an individual member. The body corporate shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present at it. All references in these Articles to attendance and voting in person shall be construed accordingly. A Director, the Secretary or some other person authorised for the purpose by the Secretary may require the representative to produce a certified copy of the resolution so authorising him or

such other evidence of his authority reasonably satisfactory to such person before permitting him to exercise his powers.

27.8 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll, unless notice of the termination was received by the Company at the Registered Office, or at such other place at which the instrument of proxy was duly deposited, or, where the appointment of proxy was contained in an electronic communication, at the address at which such appointment was duly received, at least one hour before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll not taken on the same day as the meeting or adjourned meeting) at least one hour before the time appointed for taking the poll.

27.9 In this Article "**address**", in relation to documents in electronic form, includes any number or address used for the supply of documents in electronic form.

## **28. WRITTEN SHAREHOLDER RESOLUTIONS**

28.1 A Shareholder resolution may be passed in writing as provided in Chapter 2 of Part 13 of the 2006 Act and for these purposes if any holder of any B Ordinary Shares is entitled to vote on such a resolution he will be treated (for the purposes of determining whether or not and if so when the resolution is passed) as having only one vote in aggregate for all of the B Ordinary Shares held by him.

28.2 For the purposes of Article 28.1 a resolution in writing may consist of several documents in the like form each signed by one or more members. In the case of a corporation the resolution may be signed on its behalf by a director thereof or by its duly appointed or duly authorised representative.

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

29.1 Subject to the Companies Acts and unless and until the Company by special resolution shall otherwise determine, there shall be no maximum number of Directors and there shall be no minimum number of Directors.

29.2 A Director may be appointed:

- (A) by ordinary resolution; or
- (B) by resolution of the Board, with Parent Consent; or
- (C) under Article 29.3.

29.3 The holders for the time being of a Majority of the issued Ordinary Shares may at any time and from time to time by written notice given to the Company at the Registered Office (such notice to take effect on delivery) appoint any person as a director and/or secretary of the Company and/or remove any person as a director and/or secretary of the Company, howsoever appointed.

29.4 The office of a Director shall be vacated if:

- (A) he ceases to be a Director by virtue of any provision of the Companies Acts or he becomes prohibited by law from being a Director; or
- (B) he becomes bankrupt or insolvent and the Board notifies him in writing that he should leave his office; or

- (C) he is suffering from mental disorder and the Board notifies him in writing that his office be vacated; or
  - (D) (not being precluded from so doing by the terms of any contract with the Company) he resigns the office of Director by notice in writing to the Company or he becomes required so to resign under the terms of any contract made between him and the Company or a member of the Group and he shall fail to do so when so required; or
  - (E) he shall for more than six consecutive months have been absent without permission of the Directors from meetings of the Directors held during that period and the Directors resolve that his office is vacated (but without prejudice to any right he may have to damages by reason of such removal); or
  - (F) he is removed from office pursuant to any provision of the Companies Acts or these Articles or (in addition to any power of removal by shareholder resolution conferred by the Companies Acts) by ordinary resolution.
- 29.5 A Director need not hold any shares nor retire by rotation or by reason of having reached any particular age.

### **30. ALTERNATE DIRECTORS**

- 30.1 Each Director (other than an alternate Director) shall have the power at any time to appoint as an alternate Director either another Director or any other person approved for that purpose by a resolution of the Directors (such approval not to be unreasonably withheld), and, at any time, to terminate such appointment. Every appointment and removal of an alternate Director shall be in writing signed by the appointor and (subject to any approval required) shall (unless all the Directors or the Parent agree otherwise) only take effect upon receipt of such written appointment or removal at the Registered Office.
- 30.2 An alternate Director so appointed shall not be entitled as such to receive any remuneration from the Company except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, but shall otherwise be subject to the provisions of these Articles with respect to Directors. An alternate Director shall during his appointment be an officer of the Company and shall not be deemed to be an agent of his appointor.
- 30.3 An alternate Director shall (subject to his giving to the Company an address at which notices may be served upon him) be entitled to receive notices of all meetings of the Directors and of any committee of the Directors of which his appointor is a member and to attend and to vote as a Director at any such meeting at which his appointor is not personally present and generally in the absence of his appointor to perform and exercise all functions, rights, powers and duties as a Director of his appointor and to receive notice of all General Meetings.
- 30.4 The appointment of an alternate Director shall automatically determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor shall cease for any reason to be a Director.
- 30.5 A Director or any other person may act as alternate Director to represent more than one Director and an alternate Director shall be entitled at meetings of the Directors or any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present

## **31. DIRECTORS' POWERS**

- 31.1 Subject to the Companies Acts, the Company's memorandum of association and these Articles and to any directions given by special resolution of the Company, the business of the Company shall be managed by the Board, which may exercise all the powers of the Company whether relating to the management of the business or not. No alteration of the memorandum of association or of these Articles nor any such direction shall invalidate any prior act of the Board which would have been valid if such alteration had not been made or such direction had not been given. The provisions in these Articles giving specific powers to the Board shall not limit the general powers given by this Article.
- 31.2 The shareholders may by special resolution direct the Board to take, or refrain from taking, specified action. No such special resolution shall invalidate anything which the Board has already done.
- 31.3 If the number of Directors is less than the minimum prescribed in accordance with these Articles, the remaining Director or Directors shall act only for the purposes of appointing an additional Director or Directors to make up such minimum or of convening a general meeting of the Company for the purpose of making such appointment. If there are no Director or Directors able or willing to act, any member(s) holding at least five per cent. of the issued Ordinary Shares may summon a general meeting for the purpose of appointing Directors.

## **32. DELEGATION OF DIRECTORS' DUTIES**

- 32.1 The Board may by power of attorney or otherwise, appoint any person or body of persons whether nominated directly or indirectly by the Board to be the agent of the Company upon such terms (including terms as to remuneration) as it may decide and may delegate to any person so appointed any of its powers, authorities and discretions (with power to subdelegate). The Board may remove any person appointed under this Article and may revoke or vary the delegation but no person dealing in good faith and without notice of the revocation or variation shall be affected by it. The power to delegate contained in this Article shall be effective in relation to the powers, authorities and discretions of the Board generally and shall not be limited by the fact that in certain articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Board or by a committee authorised by the Board.
- 32.2 The Board may entrust to and confer upon any Director any of its powers, authorities and discretions (with power to subdelegate) upon such terms and conditions and with such restrictions as it thinks fit, and either collaterally with, or to the exclusion of, its own powers, authorities and discretions and may from time to time revoke or vary all or any of them but no person dealing in good faith and without notice of the revocation or variation shall be affected by it. The power to delegate contained in this Article shall be effective in relation to the powers, authorities and discretions of the Board generally and shall not be limited by the fact that in certain articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Board or by a committee authorised by the Board.
- 32.3 The Board may delegate any of its powers, authorities and discretions (including, without limitation, those relating to the payment of monies or other remuneration to, and the conferring of benefits on, a Director) for such time and on such terms and conditions as it shall think fit to a committee consisting of one or more Directors and (if thought fit) one or more other persons. The Board may grant to the committee the power to subdelegate, and may retain or exclude the right of the Board to exercise the delegated powers, authorities or discretions collaterally with the committee. The Board may at any time revoke the delegation or alter its terms and conditions or discharge the committee in whole or in part. Where a provision of the Articles refers to the exercise of a power, authority or discretion by the Board and that power, authority

or discretion has been delegated by the Board to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee.

- 32.4 The Board's power under these Articles to delegate to a committee includes (without limitation) the power to delegate the determination of any fee, remuneration or other benefit to be paid or provided to any Director and is not limited by the fact that in some Articles but not others express reference is made to particular powers being exercised by the Board or by a committee.
- 32.5 Any committee so formed shall, in the exercise of the powers, authorities and discretions so delegated, conform to any regulations which may be imposed on it by the Board. The meetings and proceedings of any committee shall be governed by the provisions contained in these articles for regulating the meetings and proceedings of the Board so far as the same are applicable.
- 32.6 The Board may only exercise its powers under this Article with Parent Consent and a Parent may also by notice in writing to the Company at the Registered Office or given to any other member of any such committee revoke any such delegation or appointment made pursuant to the exercise of such powers.

### **33. BOARD MEETINGS**

- 33.1 The quorum necessary for the transaction of business of the Directors shall be two.
- 33.2 Subject to Article 33.1, the Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit provided that (unless otherwise agreed by all the Directors at the time as regards the meeting concerned and without prejudice to Article 33.3) all meetings of the Directors shall be held within the United Kingdom. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.
- 33.3 Save in the case of an emergency and unless all the Directors (or their duly appointed alternates) shall agree to the holding of a meeting by shorter notice, at least seven days' notice of every meeting of Directors shall be given to each Director.
- 33.4 Notice of a Board meeting shall be deemed to be duly given to a Director if it is given to him personally or by word of mouth or sent in writing to his last known address within the United Kingdom or any other address within the United Kingdom given to the Company by him for such purpose or given by electronic communications to an address for the time being notified to the Company by the Director. It shall not be necessary to give notice of a Board meeting to a Director who is absent from the United Kingdom unless the Director has notified the Company in writing of an address in the United Kingdom or an address for electronic communications at which notice of such meetings is to be given to him when he is absent from the United Kingdom. A Director may waive the requirement that notice of any Board meeting be given to him, either prospectively or retrospectively. In this Article "**address**", in relation to documents in electronic form, includes any number or address used for the supply of documents in electronic form.
- 33.5 Any Director enabled to participate in the proceedings of a meeting by means of a communication device (including a telephone) which allows all the other Directors present at such meeting whether in person or by means of such type of communication device, to hear at all times such Director and such Director to hear at all times all other Directors present at such meeting (whether in person or by means of such type of communication device) shall be deemed to be present at such meeting and shall be counted when reckoning a quorum. The meeting 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.

- 33.6 At any meeting of the Directors each Director (or his alternate Director if the Director himself is not present) present at the meeting shall be entitled to one vote. In the case of an equality of votes at any meeting the Chairman of such meeting shall not be entitled to a second or casting vote.
- 33.7 A resolution in writing signed by the requisite Directors shall be as effective for all purposes as a resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form, each signed by one or more of the Directors, but need not be signed by an alternate director if signed by his appointor or vice versa. For these purposes, the requisite Directors shall be:
- (A) all of the Directors entitled to vote on the resolution concerned; or
  - (B) that number or Directors entitled to vote on the resolution concerned as would, at a meeting of the Board duly convened and held, hold sufficient votes to pass that resolution.
- 33.8 If a resolution is to be passed under Article 33.7(B) then (to the extent reasonably practicable) the Directors passing the same shall use all reasonable endeavours to inform the other Directors entitled to vote thereon of the nature of the resolution and, in any event, the Company will promptly provide the other Directors with a copy of the resolution as passed.
- 33.9 All acts done by the Board or by any committee or by any person acting as a director or member of a committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the Board or committee or person so acting or that they or any of them were disqualified from holding office or had vacated office or were not entitled to vote, be as valid as if each such member or person had been properly appointed and was qualified and had continued to be a director or member of the committee and had been entitled to vote.

#### **34. DIRECTORS' INTERESTS**

- 34.1 Subject to the provisions of the Companies Acts and to the other provisions of these Articles, no Director or proposed or intending Director shall be disqualified by his office from contracting with the Company, either with regard to his tenure of any office or place of profit or as vendor, purchaser or in any other manner whatever, nor shall any contract in which any Director is in any way interested be liable to be avoided, nor shall any director who is so interested be liable to account to the Company or the members for any remuneration, profit or other benefit realised by the contract by reason of the Director holding that office or of the fiduciary relationship thereby established.
- 34.2 A Director may hold any other office or place of profit with the Company (except that of auditor) in conjunction with his office of director for such period (subject to the provisions of the Companies Acts) and upon such other terms as the Board may decide, and may be paid such extra remuneration for so doing (whether by way of salary, commission, participation in profits or otherwise) as the Board (or any committee authorised by the Board) may decide, and either in addition to or in lieu of any remuneration provided for by or pursuant to any other Article.
- 34.3 A Director may be or become a director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested or as regards which it has any power of appointment, and shall not be liable to account to the Company or the members for any remuneration, profit or other benefit received by him as a director or officer of or from his interest in the other company. The Board may also cause any voting power conferred by the shares in any other company held or owned by the Company or any power of appointment to be exercised in such manner in all respects as it thinks fit, including the exercise

of the voting power or power of appointment in favour of the appointment of the directors or any of them as directors or officers of the other company, or in favour of the payment of remuneration to the directors or officers of the other company.

- 34.4 A Director may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm may be entitled to remuneration for professional services as if he were not a Director.
- 34.5 Subject to the provisions of the Companies Acts and to Article 34.9, a Director may vote on and be counted in the quorum in relation to any resolution of the Board in respect of any contract in which he has an interest.
- 34.6 A Director who is in any way (directly or indirectly) interested in a proposed transaction or arrangement with the Company shall declare the nature of his interest to the other Directors (i) at a meeting of the Directors; or (ii) by a notice in writing in accordance with section 184 of the 2006 Act; or (iii) by a general notice in accordance with section 185 of the 2006 Act prior to such transaction or arrangement being entered into by the Company (where section 177 of the 2006 Act applies) or as soon as required by section 182 of the 2006 Act, where that section applies. If a declaration of interest under this Article proves to be, or becomes, inaccurate or incomplete, a further declaration must be made. This Article 34.6 does not require a declaration of an interest of which the Director is not aware or where the Director is not aware of the transaction or arrangement in question. For this purpose a Director shall be deemed to be aware of matters of which he ought reasonably to be aware. A Director need not declare an interest in the circumstances set out in section 177(6) or section 182(6) of the 2006 Act, as applicable.
- 34.7 References in this Article to:
- (A) a transaction or arrangement includes any proposed transaction or arrangement and in any event, whether or not constituting a contract;
  - (B) any transaction or arrangements with or situation involving the Company shall include also any transaction or arrangement with or situation involving any subsidiary or subsidiary undertaking for the time being thereof;
  - (C) an interest of a Director shall include any interest of any person who is connected with him for the purposes of sections 252 to 255 (inclusive) of the 2006 Act, to the extent the Director is aware of the interest of such connected person; and
  - (D) an interest of an alternate Director shall also include the interest of his appointor, to the extent the alternate Director is aware of such interest.
- 34.8 Subject to the provisions of the Companies Acts, the Company may, by Parent Consent, suspend or relax the provisions of this Article to any extent or ratify any contract not properly authorised by reason of a contravention of this Article. Neither a Director nor any member connected with him for the purposes of section 239 of the 2006 Act shall vote on any resolution of the Company relating to the ratification of any action by him amounting to negligence, default, breach of duty or breach of trust in relation to the Company.
- 34.9 Subject to first obtaining Parent Consent thereto, the Board may resolve in accordance with section 175(4)(a) of the 2006 Act to authorise a Director to enter into a specific situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company as described in section 175(1) of the 2006 Act.
- 34.10 The Director in question and any other interested Director shall not vote or be counted in the quorum on any resolution of the Board in accordance with Article 34.9.

### **35. FEES, REMUNERATION, EXPENSES AND PENSIONS**

- 35.1 Each of the non executive Directors may be paid a fee at such rate as may from time to time be determined by the Board.
- 35.2 Each Director may be paid his reasonable travelling, hotel and incidental expenses of attending and returning from meetings of the Board or committees of the Board or general meetings of the Company or any other meeting which as a Director he is entitled to attend and shall be paid all other costs and expenses properly and reasonably incurred by him in the conduct of the Company's business or in the discharge of his duties as a Director.
- 35.3 The Board or any committee authorised by the Board may exercise all the powers of the Company to provide benefits, either by the payment of gratuities or pensions or by insurance or in any other manner whether similar to the foregoing or not, for any director or former director or the relations, or dependants of, or persons connected to, any director or former director. No director or former director shall be accountable to the Company or the members for any benefit provided pursuant to this article and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the Company.
- 35.4 The Board may exercise any power conferred by the Companies Acts to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

### **36. BORROWING POWERS OF DIRECTORS**

- 36.1 Subject as otherwise provided in these Articles or as otherwise directed by the Parent from time to time, the Directors may exercise all the powers of the Company to borrow money, whether in excess of the nominal amount of the share capital of the Company for the time being issued or not, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and, subject to the provisions of these Articles and of the Companies Acts, to issue debentures, debenture stocks and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.
- 36.2 No debt incurred or security given in respect of monies borrowed or to be taken into account as monies borrowed in excess of any limit above mentioned shall be invalid or ineffectual except in the case of express notice to the lender or the recipient of the security at the time when the debt was incurred or security given that the limit hereby imposed had been or was thereby exceeded, but no lender or other person dealing with the Company shall be concerned to see or inquire whether such limit is observed.

### **37. DIVIDENDS AND OTHER PAYMENTS**

- 37.1 Subject to the provisions of the Companies Acts and to the rights attaching to any classes of share, the Company may:
- (A) pay such dividends as appear to the Board to be justified by the financial position of the Company and may pay any dividend payable at a fixed rate at intervals settled by the Board whenever the financial position of the Company, in the opinion of the Board, justifies its payment;
  - (B) by ordinary resolution from time to time declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the Board.

- 37.2 Except in so far as the rights attaching to, or the terms of issue of, any share otherwise provide:
- (A) all dividends shall be declared and paid according to the number of shares held; and
  - (B) dividends may be declared or paid in any currency other than Sterling and the Board may decide the basis of conversion for any currency conversions that may be required and how any costs involved are to be met.
- 37.3 With prior Parent Consent, the Board may deduct from any dividend or other moneys payable to a member by the Company on or in respect of any shares all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in respect of shares of the Company. Sums so deducted can be used to pay amounts owing to the Company in respect of the shares.
- 37.4 Subject to the rights attaching to, or the terms of issue of, any shares, no dividend or other moneys payable by the Company on or in respect of any share shall bear interest against the Company.
- 37.5 Any dividend or other sum payable in cash by the Company in respect of a share may be paid by cheque, warrant or similar financial instrument delivered to or sent by post addressed to the holder at his registered address or, in the case of joint holders, addressed to the holder whose name stands first in the register in respect of the shares at his address as appearing in the Register or addressed to such person and at such address as the holder or joint holders may in writing direct. Every cheque, warrant or similar financial instrument shall, unless the holder or joint holders otherwise direct, be made payable to the holder or, in the case of joint holders, to the holder whose name stands first on the register in respect of the shares, and shall be sent at his or their risk and payment of the cheque, warrant or similar financial instrument by the financial institution on which it is drawn shall constitute a good discharge to the Company. In addition, any such dividend or other sum may be paid by any bank or other funds transfer system or such other means and to or through such person as the holder or joint holders may in writing direct, and the Company shall have no responsibility for any sums lost or delayed in the course of payment by any such system or other means or where it has acted on any such directions. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable or property distributable on or in respect of the shares held by them. Where a person is entitled by transmission to a share, any dividend or other sum payable by the Company in respect of the share may be paid as if he were a holder of the share and his address noted in the Register were his registered address and where two or more persons are so entitled, any one of them may give effectual receipts for any dividends or other moneys payable or property distributable on or in respect of the shares.
- 37.6 The Company may cease to send any cheque, warrant or similar financial instrument through the post or to employ any other means of payment for any dividend payable on any shares in the Company which is normally paid in that manner on those shares if in respect of at least two consecutive dividends payable on those shares the cheques, warrants or similar financial instruments have been returned undelivered or remain uncashed during or at the end of the period for which the same are valid or that means of payment has failed. In addition, the Company may cease to send any cheque, warrant or similar financial instrument through the post or may cease to employ any other means of payment if, in respect of one dividend payable on those shares, the cheque, warrant or similar financial instrument has been returned undelivered or remains uncashed during or at the end of the period for which the same is valid or that means of payment has failed and reasonable enquiries have failed to establish any new address or account of the holder. Subject to the provisions of these Articles, the Company must recommence sending cheques, warrants or similar financial instruments or employing such other means in respect of dividends payable on those shares if the holder or person entitled by transmission requests such recommencement in writing.

- 37.7 All dividends or other sums payable on or in respect of any shares which remain unclaimed may be invested or otherwise made use of by the Board for the benefit of the Company until claimed. Any dividend or other sum unclaimed after a period of twelve years from the date when it was declared or became due for payment shall be forfeited and shall revert to the Company and the payment by the Board of any unclaimed dividend or other sum payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect of it.
- 37.8 Any shareholder resolution declaring a dividend may, upon the recommendation of the Board and with Parent Consent, direct that it shall be satisfied wholly or partly by the distribution of assets, and in particular of paid up shares or debentures of any other company, and where any difficulty arises in regard to the distribution the Board may settle it as it thinks expedient, and in particular may authorise any person to sell and transfer any fractions or may ignore fractions altogether, and may fix the value for distribution purposes of any assets or any part thereof to be distributed and may determine that cash shall be paid to any members upon the footing of the value so fixed in order to secure equality of distribution and may vest any assets to be distributed in trustees as may seem expedient to the Board.
- 37.9 If the Company commences liquidation, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Companies Acts divide among the members in kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and, for that purpose, set such values as he deems fair upon any property to be divided and determine how the division shall be carried out as between the members or different classes of members, or vest the whole or any part of the assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall think fit, but no member shall be compelled to accept any shares or other assets upon which there is any liability.
- 37.10 Any person entitled to receive a dividend or other distribution from the Company in respect of any shares may waive their right to receive the same, in whole or in part, by written notice to the Company. No such a waiver shall be effective in respect of any share held by more than one holder or to which more than one person is entitled unless it is signed by all of the holders of that share or persons so entitled, as the case may be.

## **38. CAPITALISATION OF PROFITS AND RESERVES**

- 38.1 The Board may, with the authority of an ordinary resolution and subject to Article 38.2:
- (A) subject to this Article, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not available for distribution) or any sum standing to the credit of any reserve or fund of the Company (including any share premium account, capital redemption reserve and profit and loss account), whether or not available for distribution;
  - (B) appropriate the sum resolved to be capitalised to the holders of the shares to participate in the dividend in proportion to the nominal amounts of such shares (whether or not fully paid) held by them respectively which would entitle them to participate in a distribution of that sum if the shares were fully paid and the sum were then distributable and were distributed by way of dividend and apply such sum on their behalf either in or towards paying up the amounts, if any, unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those holders of shares or as the Board may direct, in those proportions, or partly in one way and partly in the other, but so that the share premium account, the capital redemption reserve and any profits or reserves which are not

available for distribution may, for the purposes of this Article, only be applied in paying up unissued shares to be allotted to members credited as fully paid;

- (C) resolve that any shares so allotted to any member in respect of a holding by him of any partly paid shares shall, so long as such shares remain partly paid, rank for dividend only to the extent that such partly paid shares rank for dividend;
- (D) make such provision by the issue of fractional certificates (or by ignoring fractions or by accruing the benefit of fractions to the Company rather than to the holders concerned) or by payment in cash or otherwise as the Board may determine in the case of shares or debentures becoming distributable in fractions;
- (E) authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for either (i) the allotment to them respectively, credited as fully paid, of any further shares or debentures to which they are entitled upon such capitalisation; or (ii) the payment up by the Company on behalf of such members by the application thereto of their respective proportions of the reserves or profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares; and so that any such agreement shall be binding on all such members; and
- (F) generally do all acts and things required to give effect to such resolution.

38.2 The Board only exercise any powers under Article 38.1 with and in accordance with the terms of a Parent Consent.

### **39. INFORMATION RIGHTS OF MEMBERS**

39.1 No member shall by virtue of that capacity have any right of inspecting any accounting record or other documents or records of the Company unless he is authorised to do so by statute, by order of the court, by the Board or by an ordinary resolution.

39.2 Nothing in Article 39.1 shall restrict the rights of the members or any of them to receive or have access to information under any provision of these Articles and/or the Companies Acts.

### **40. NOTICES**

40.1 Any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Directors) shall be in writing or ((where such person has agreed or is deemed by the 2006 Act to have agreed) to communications being made to him in electronic form and (where permitted) has not withdrawn that agreement) shall be given in electronic form to an address for the time being notified (or deemed notified by a provision of the 2006 Act) for that purpose to the person giving the notice.

40.2 A notice or other document may be given by the Company to any member either personally or by sending it by post in a prepaid envelope addressed to such member at his registered address or by leaving it at that address or (where permitted under Article 40.1) by giving it in electronic form to an address for the time being notified (or deemed notified by a provision of the 2006 Act) to the Company by the member, or by any other means authorised in writing by the member concerned.

40.3 A notice or other document may be given to the Company by sending it by post in a prepaid envelope addressed to it at the Registered Office or by leaving it at that address or ( where permitted by Article 40.1) by giving it in electronic form to an address for the time being

notified by the Company specified or deemed agreed by the Company as provided in Part 3 of Schedule 5 of the 2006 Act.

- 40.4 In the case of joint holders of a share, all notices and documents shall be given to the person whose name stands first in the Register in respect of that share. Notice so given shall be sufficient notice to all the joint holders.
- 40.5 If a member (or, in the case of joint holders, the person first named in the Register) has a registered address outside the United Kingdom but has given to the Company an address in the United Kingdom at which notices may be given to him or has an address to which notices may be sent in electronic form, he shall be entitled to have notices or documents given to him at that address. Otherwise no such member (including any such joint holder) shall be entitled to receive any notice or other document from the Company.
- 40.6 Any notice or other document to be given to a member may be given by reference to the Register as it stands at any time within the period of 21 days before the day that the notice is given. No change in the Register after that time shall invalidate the giving of such notice or document or require the Company to give such item to any other person.
- 40.7 If on three consecutive occasions notices or other documents have been sent through the post to any member at his registered address or his address for the service of notices but have been returned undelivered, such member shall not be entitled to receive notices or other documents from the Company until he shall have communicated with the Company and supplied in writing a new registered address or address within the United Kingdom for the service of notices.
- 40.8 If on three consecutive occasions notices or other documents have been sent in electronic form to an address for the time being notified (or deemed notified by a provision of the 2006 Act) to the Company by the member and the Company becomes aware that there has been a failure of transmission, the Company shall revert to giving notices and other documents to the member by post or by any other means authorised in writing by the member concerned. Such member shall not be entitled to receive notices or other documents from the Company in electronic form until he shall have communicated with the Company and supplied in writing a new address to which notices or other documents may be sent in electronic form.
- 40.9 The Company may send or supply notices, documents or other information to members by making such notices, documents and other information available on a website subject to and provided in compliance with Schedule 5 of the 2006 Act.
- 40.10 A notice or other document addressed to a member at his registered address or address for giving notice in the United Kingdom shall be, if sent by post, deemed to have been given at the time 24 hours after posting if prepaid as first class post and at the time 48 hours after posting if prepaid as second class post. In proving that notice has been given it shall be sufficient to prove that the envelope containing the notice or document was properly addressed, prepaid and posted.
- 40.11 A notice or other document address to a member at an address to which notices may be sent using electronic communications shall be, if sent by electronic communications, deemed to have been given at the expiration of 24 hours after the time it was sent. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.
- 40.12 A notice or document not sent by post but left at a registered address or address for giving notice in the United Kingdom shall be deemed to be given at the time it is left.

- 40.13 If by reason of the suspension or curtailment of postal services in the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, any such meeting may be convened by notice advertised once in at least one national newspaper published in the country in which the Company's registered office is located. The Company shall send a copy of the notice to members by post if at least seven clear days before the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable. Any notice given by advertisement in accordance with this Article shall be deemed to have been served at noon on the day on which the advertisement first appears.
- 40.14 A member present either in person or by proxy, or in the case of a corporate member by a duly authorised representative, at any meeting of the Company or of the holders of any class of shares shall be deemed to have received due notice of such meeting and, where required, of the purposes for which it was called.
- 40.15 A person who becomes entitled to a share by transfer, transmission or otherwise shall be bound by any notice in respect of that share (other than a notice given by the Company under section 793 of the 2006 Act) which, before his name is entered in the Register of Members, has been given to the person from whom he derives his title.
- 40.16 A notice or other document may be given by the Company to a transmittee by sending or delivering it in any manner authorised by these Articles for the giving of notice to a member, addressed to that person by name, or by the title of representative of the deceased or trustee of the bankrupt or by any similar or equivalent description, at the address, if any, in the United Kingdom or to the address to which notices may be sent in electronic form supplied (or deemed supplied by a provision of the 2006 Act) for that purpose by the person claiming to be so entitled. Until such an address has been supplied, a notice or other document may be given in any manner in which it might have been given if the event giving rise to the transmission had not occurred. The giving of notice in accordance with this Article shall be sufficient notice to all other persons interested in the share.
- 40.17 In this Article, "address", in relation to documents in electronic form, includes any number or address used for the supply of documents in electronic form.

#### **41. DATA PROTECTION**

- 41.1 Each of the members and Directors (from time to time) consents to the processing of his personal data by the Company, its members and Directors (each a "**Recipient**") for the purpose of due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information amongst themselves.
- 41.2 A Recipient may process that personal data either electronically or manually. The personal data which may be processed for those purposes under this Article shall include any information which may have a bearing on the prudence or commercial merits of investing, or disposing of any shares or other investment or security in the Company. Subject to any confidentiality undertakings given to them by a Recipient, each of the Members and Directors (from time to time) consent to the transfer of that personal data to persons acting on behalf of any Recipient and to the offices of any Recipient both within and outside the European Economic Area for the purposes stated above, where it is necessary or desirable to do so.

#### **42. INDEMNITY**

- 42.1 Subject to and to the fullest extent permitted by the Companies Acts, but without prejudice to any indemnity to which he may be otherwise entitled:

- (A) every present and former Director and other officer of the Company (not being its auditor) and alternate Director shall be entitled to be indemnified out of the assets of the Company against all costs and liabilities incurred by him in relation to any proceedings (whether civil or criminal) which relate to anything done or omitted or alleged to have been done or omitted by him as a Director or alternate present and former Director save that no present and former Director or officer or alternate Director shall be entitled to be indemnified:
- (1) for any liability incurred by him to the Company or any associated company of the Company (as defined by section 256 of the 2006 Act);
  - (2) for any fine imposed in criminal proceedings which have become final;
  - (3) for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;
  - (4) for any costs for which he has become liable in defending any criminal proceedings in which he is convicted and such conviction has become final;
  - (5) for any costs for which he has become liable in defending any civil proceedings brought by the Company or an associated company in which a final judgment has been given against him; and
  - (6) for any costs for which he has become liable in connection with any application under sections 661(3) or (4) or 1157 of the 2006 Act in which the court refuses to grant him relief and such refusal has become final.
- (B) every present and former Director and other officer (not being its auditor) and alternate Director shall be entitled to have funds provided to him by the Company to meet expenditure incurred or to be incurred in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him as a Director or officer or alternate Director, provided that he will be obliged to repay such amounts no later than:
- (1) in the event he is convicted in proceedings, the date when the conviction becomes final;
  - (2) in the event of judgment being given against him in proceedings, the date when the judgment becomes final; or
  - (3) in the event of the court refusing to grant him relief on any application under sections 661(3) or (4) or 1157 of the 2006 Act, the date when the refusal becomes final.

42.2 Conditionally upon and with effect from section 235 of the 2006 Act coming into force, every Director and alternate Director shall be entitled to be indemnified out of the assets of the Company against all costs and liabilities incurred by him in relation to any of the Company's activities as trustee of an occupational pension scheme (as defined in section 235(6) of the 2006 Act) save that no Director or alternate Director shall be entitled to be indemnified (i) for any fine imposed in criminal proceedings which have become final; or (ii) for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising; or (iii) for any costs for which he has become liable in defending any criminal proceedings in which he is convicted and such conviction has become final.

- 42.3 The Company may purchase and maintain for any Director, Secretary or other officer 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 or which he may be guilty in relation to the Company.

## THE SCHEDULE

### (Definitions and Interpretation)

1. The relevant model articles prescribed in accordance with section 20 of the 2006 Act do not apply to the Company.
2. In these Articles of Association (including this Schedule) ("**these Articles**") unless the context otherwise requires:

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

"**Acquisition**" means as regards a B Ordinary Share, the acquisition of that share by its holder through issue of the share to that holder or (if the Board so agrees in respect of that share) by way of its subsequent transfer and references to any person "**Acquiring**" or who "**Acquires**" or "**Acquired**" a B Ordinary Share shall be construed accordingly

"**Acquisition Cost**" means in the case of a B Ordinary Share the amount paid up on the share (including premium) or, where so agreed by the Board when it was acquired by the B Ordinary Shareholder by way of transfer, the amount paid by that B Ordinary Shareholder to acquire that share, if higher

"**Adjusted Value**" means, as regards an entity in respect of which a P/E ratio is being calculated, its Market Capitalisation less an amount equal to its Net Tangible Assets

"**Adoption Date**" means the date of the passing of the resolution adopting these Articles

"**AIM**" means the market of that name operated by the London Stock Exchange

"**AIM Rules**" means the AIM Rules for Companies and the guidance notes relating to AIM published by the London Stock Exchange as in force on the Adoption Date, or where the context requires, as amended or modified after the Adoption Date

"**Applicable Lock Up Period**" has the meaning given in Article 18

"**Asset Sale**" means the sale or other disposal, to a third party purchaser or to one or more third party purchasers as part of a single transaction, of any subsidiary or subsidiaries or other assets (except current assets disposed of in the ordinary course of trading) representing (in terms of net assets, turnover or pre-tax profits) more than 75 per cent. of the net assets, turnover or pre-tax profits of the Company or (as the case may be) Group as shown by its latest audited accounts, where for these purposes a third party is any entity which is not the Parent or another subsidiary or subsidiary undertaking for the time being thereof

"**associated company**" means, in relation to a company, a subsidiary or subsidiary undertaking or holding company for the time being of such company or a subsidiary or subsidiary undertaking for the time being of such a holding company

"**Auditors**" means the auditors for the time being of the Company

"**Average Comparable P/E Ratio**" means the average of the P/E Ratios for:

- (a) each of the Comparables; or
- (b) if any one of those P/E Ratios is in the opinion of the Parent sufficiently different from the others, and the Parent so directs, each of the three other Comparables;

as ascertainable at the Calculation Date concerned, or to the extent not readily so ascertainable as reasonably determined by the Parent

**"B Ordinary Shares"** means B Ordinary Shares of £0.10 each in the capital of the Company

**"B Ordinary Shareholders"** means the holders of B Ordinary Shares

**"Bad Leaver"** means any Leaver who is not a Good Leaver or a Very Bad Leaver

**"Board"** means the board of directors for the time being of the Company or any duly constituted and authorised committee thereof

**"business day"** means a day (not being a Saturday or Sunday) on which banks generally are open for business in London

**"Calculation Date"** means the date as of which the Fair Value or Floor Value or Transfer Value is to be determined for any purpose of these Articles being (unless otherwise stated):

- (a) the Leaving Date of a Leaver, where the calculation is to be made in respect of his or his Relevant Members' Relevant Shares, unless the Company provides in the Mandatory Transfer Notice for a Good Leaver that the Calculation Date for its purposes shall be a later date (but not later than the date of that notice); or
- (b) the date of the first public announcement by the Parent of the proposed voluntary winding up of the Parent, where the calculation is to be undertaken by reference to a Parent Exit arising by reason of that winding up; or
- (c) the date on which the relevant offeror announces its firm intention (for the purposes of Rule 2.5 of the City Code or equivalent provision) to make a Takeover Offer or (if earlier) the date on which the Parent first publicly announces that it is in discussions that may or may not lead to that Takeover Offer being made if a Parent Takeover shall result from that Takeover Offer; or
- (d) the date on which the Transfer Notice concerned is given or (if earlier in the case of a Mandatory Transfer Notice) first required to be given, where the calculation is given in respect of a Transfer Notice given or deemed given otherwise than by a Leaver or a Relevant Member of a Leaver; or
- (e) if not covered by one of the foregoing, the relevant date specified as the Calculation Date in these Articles or (if none is so specified) such date as shall be reasonably determined by the Board, with Parent Consent

**"City Code"** means City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers as for the time being in force

**"clear days"** means in relation to the period of a notice, that period excluding the day when the notice is given or deemed given and the day for which it is given or on which it is to take effect

**"Companies Acts"** means the Companies Acts (as defined in section 2 of the 2006 Act) insofar as they apply to the Company

**"Company Exit"** means the first to occur of a Listing or Sale and an Exit Distribution following a winding up of the Company or Asset Sale

**"Company Exit Value"** means:

- (a) on a Listing, the value at the Listing Value of the then issued ordinary shares of the Company (other than those issued under the Listing arrangements to raise new money);
- (b) on a Company Sale, the consideration payable for the shares of the Company under and the subject of the terms of the Company Sale;
- (c) on an Exit Distribution or distribution of Remaining Assets relevant to a Company Exit, the amount or value of the assets the subject of the Exit Distribution or distribution of Remaining Assets concerned

**"Company Sale"** means the sale or transfer of any shares constituting a Controlling Interest in the Company to a third party purchaser or to one or more third party purchasers as part of a single transaction, or the acquisition (whether or not as part of a single transaction) of shares constituting such an interest by any person or group of persons who are third parties but connected persons of each other or who are acting in concert and who did not previously hold such an interest, where for these purposes a third party is any entity which is not the Parent or another subsidiary or subsidiary undertaking for the time being thereof

**"Comparables"** means (so long as they can reasonably be determined to be carrying on a business comparable to that of the Group) each of Close Brothers, Collins Stewart, Numis and Cenkos or (in any such case) such other comparable such business as the Parent shall reasonably decide, but not being more than four in total

**"Controlling Interest"** means an interest (within the meaning of sections 820 to 824 (inclusive) of the 2006 Act) in shares which confer in the aggregate more than 50 per cent. of the total voting rights conferred by all the shares in the equity share capital of the relevant company for the time being in issue and conferring the right to vote at all general meetings of that company.

**"Deferred Share"** means deferred shares in the capital of the Company carrying the rights prescribed by Article 11

**"Deferred Share Notice"** means a Deferred Share Notice described in Article 12

**"Determined"** means as determined (in the absolute discretion of the Determiner) in writing by the Parent Board or such other person as the Parent Board shall appoint for that purpose; (and **"Determiner"** and **"Determination"** shall be construed accordingly) and any such Determination shall be final and binding for the purposes of the relevant provisions of these Articles

**"Director"** means a director for the time being of the Company and **"the Directors"** shall have the same meaning as **"the Board"**

**"Employees Trust"** means The Evolution Group Employees' Share Trust established by deed dated 13 March 2002 and made between the Parent and Evolution EBT Limited and/or any other trust which with Parent Consent is established by the Company or another member of the Parent Group to acquire and hold shares in the capital of the Company (whether or not as well as shares in other Parent Group members) for the benefit of employees and/or former employees of the Parent Group and/or their dependants

**"Equity Shares"** means the Ordinary Shares and B Ordinary Shares

**"Exit Distribution"** means any dividend or other distribution by the Company (whether in cash or in specie) to all or any of the members of the Company, provided it is made on a winding up or following an Asset Sale

**"Fair Value"** means, in the case of a Fair Value Share, the amount that would be received by that B Ordinary Share, as of any Calculation Date, if there was a Company Sale on that Calculation Date for a consideration equal to the Group Value on that Calculation Date

**"Fair Value Share"** means, as regards a Relevant Executive and his Relevant Members, those of his/their B Ordinary Shares which on the Calculation Date concerned:

- (a) have been held long enough to be treated for Transfer Value purposes as having a Fair Value if they were offered under a Voluntary Transfer Notice; and
- (b) cannot be required to be redesignated into Deferred Shares by reason of any failure to meet a Performance Condition

where for these purposes a tranche of B Ordinary Shares first Acquired by a Relevant Executive (or his Relevant Members, at his direction) shall become capable of transfer at Fair Value at the rate of  $1/36^{\text{th}}$  per complete month during which they are held by the Relevant Executive and/or his Relevant Members commencing on the date of the Acquisition (rounding down fractions of a share for all instalments other than the  $36^{\text{th}}$ , where the full balance shall be so transferable) but (to the extent not then so transferable) shall cease as regards the balance to be capable for time instalment purposes of becoming further transferable at Fair Value in respect of any period after the Leaving Date of the Relevant Executive concerned

**"Family Trust"** means in relation to any Original Member or Approved Beneficiary a trust (whether arising under a settlement inter vivos or a testamentary disposition by whomsoever made or on intestacy) under which:

- (a) no immediate beneficial interest in the shares in question is for the time being vested in any person other than the Original Member or Privileged Relations of his; and
- (b) no power of control over the voting powers conferred by such shares is for the time being exercisable by or subject to the consent of any person other than the trustees as trustees or the Original Member or Privileged Relations of his

and so that for this purpose a person shall be considered to be beneficially interested in a share if such share or the income thereof is or may become liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are or may become liable to be exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of any exercise of a power or discretion conferred thereby on any person or persons

**"Floor Value"** means, as regards any B Ordinary Share, its nominal value

**"Floor Value Mandatory Transfer Notice"** means a Mandatory Transfer Notice which may be required to be given in respect of a B Ordinary Share at a Transfer Value equal to or below its Floor Value

**"FSA"** means the Financial Services Authority

**"Good Leaver"** means a Leaver who:

- (a) is not bankrupt on his Leaving Date and becomes a Leaver because:

- (i) the member of the Group by whom he is employed or engaged ceases to be a member of the Group; or
  - (ii) he ceases to be employed by the Company or any member of the Group as a result of the sale or other disposal by the Company or such member of the Group of its business or that part of its business in which he was employed; or
  - (iii) he dies; or
  - (iv) he retires with the consent of his employer; or
  - (v) he is dismissed or resigns because he has suffered a physical or mental deterioration which, in the opinion of the Parent is sufficiently serious to prevent him from duly performing his normal duties as a Relevant Executive; or
  - (vi) he is made redundant; or
- (b) he does not fall within any of the foregoing categories but nevertheless the Parent Board designates him as a Good Leaver for the purposes of these Articles

**"Group"** means the Company and its subsidiaries and subsidiary undertakings for the time being

**"Group Reorganisation"** means any arrangement (by scheme of arrangement, share exchange, under section 110 of the Insolvency Act 1986 or otherwise) under which:

- (a) the shares in the then Parent are acquired by a new body corporate in terms that the shareholders of the body corporate and their respective shareholdings and percentage equity interests in that new body corporate after that acquisition are the same or substantially the same as they were immediately prior to that acquisition, disregarding any changes in such shareholdings consequent on the exercise of options and similar entitlements under employee and similar share incentive arrangements operated by the Group or any of its members at the time of the acquisition; and
- (b) the equity shares in the new body corporate so acquired by the Parent shareholders are or on completion of the arrangements will be Publicly Traded Securities

**"Group Value"** means, as of a Calculation Date and subject to any adjustment under Article 5, an amount equal to  $A \times B$ , where  $A$  = Weighted Average P/E Ratio and  $B$  = Relevant Earnings

**"Growth Share Plan"** means the Company's Growth Share Plan adopted on or about the Adoption Date, as from time to time amended in accordance with its terms

**"Hurdle Amount"** means £212,000,000 subject to any adjustment under Article 5

**"Last Results Announcements Date"** means, as regards an entity in respect of which a P/E ratio is being calculated, the date on which it last announced its final or interim financial results, as the case may

**"Leaver"** means any person who ceases or (as the case may be) will cease (through having given or been given notice) to be a Relevant Executive in circumstances where he does not or (as the case may be) will not continue immediately thereafter to be a Relevant Executive

**"Leaving Date"** means the date on which the Leaver concerned became a Leaver or, where he

was given or gave notice to terminate his employment or engagement, the date when such notice was given, if earlier

**"Listing"** means the effective admission of any part of the equity share capital of the Company to the Official List and trading on The London Stock Exchange or the grant of effective permission by The London Stock Exchange for dealings to take place in the same on AIM or the commencement of dealings in the same on any other recognised investment exchange (whichever is the earlier)

**"Listing Rules"** means the Listing Rules for the time being of the FSA

**"Listing Value"** means, in the event of a Listing and as regards an ordinary share, the value of that share (or the share capital into which it has been converted or redesignated or attributable to it at the time of the Listing), as determined by reference to the price at which the ordinary shares of the Company are to be issued or (as appropriate) placed or, in the case of an offer for sale by tender, by reference to the applicable striking price, as part of the Listing arrangements

**"Locked Up Parent Shares"** has the meaning given in Article 18

**"London Stock Exchange"** means London Stock Exchange plc

**"Long Stop Date"** means the tenth anniversary of the Adoption Date

**"Majority"** means as regards members of a class or classes of shares, a majority by reference to the number of shares of such class or classes held and not by reference to the number of members holding shares of such class or classes

**"Mandatory Transfer"** means any transfer of shares required pursuant to a Mandatory Transfer Provision or which is given by any person at a time when he could be required under Mandatory Transfer Provision to make such a transfer

**"Mandatory Transfer Notice"** means a Transfer Notice given or deemed to be given pursuant to a Mandatory Transfer Provision or given by a person at a time when he could be required under a Mandatory Transfer Provision to give such a Transfer Notice

**"Mandatory Transfer Provision"** means any provision in Article 22 under which a member may be required or deemed to give a Transfer Notice

**"Market Capitalisation"** means, as regards an entity in respect of which a P/E ratio is being calculated, the number of its equity Publicly Traded Securities in issue on its Last Results Announcement Date multiplied by their Mid Market Price

**"Mid Market Price"** means as regards:

- (a) any Parent Publicly Traded Securities which are to be issued or used in settlement of any consideration payable for B Ordinary Shares, the average of the closing mid market prices for such securities published in the Daily Official List or equivalent publication for the securities concerned in respect of the five Business Days immediately preceding the date of their allotment or transfer in settlement; or
- (b) any Parent Publicly Traded Securities which the Parent requires to be sold under the terms of a Parent Undertaking, the average of the closing mid market prices for such securities published in the Daily Official List or equivalent publication for the securities concerned in respect of the five Business Days immediately preceding the date on which the Parent gives written notice to require their sale; or

- (c) any Publicly Traded Securities involved in the calculation of the Market Capitalisation of an entity in order to determine the P/E Ratio, the average of the closing mid market prices for such securities published in the Financial Times London Edition or equivalent publication for the securities concerned in respect of the five Business Days from and including its Last Results Announcement Date

**"Net Tangible Assets"** means, as regards an entity in respect of which a P/E ratio is being calculated, its consolidated net assets shown in its financial information published on its Last Results Announcement Date, after adjusting to exclude goodwill and other intangible items

**"Official List"** means the official list maintained by the FSA;

**"Ordinary Shares"** means Ordinary Shares of £1.00 each in the capital of the Company

**"Original Member"** means an Original Member as defined in Article 21.4

**"Parent"** means The Evolution Group plc (company number 3359425) or (following a Group Reorganisation) the ultimate holding company for the time being of the Company on completion of a Group Reorganisation

**"Parent Board"** means the board of directors for the time being of the Parent or the remuneration or adjudication committee for the time being thereof

**"Parent Consent"** means the written consent of the Parent given with the prior approval of the Parent Board

**"Parent Exit"** means the first to occur of:

- (a) a members voluntary winding up of the Parent, except as part of a Group Reorganisation; and
- (b) a Parent Takeover

**"Parent Group"** means the Parent and its subsidiaries and subsidiary undertakings for the time being

**"Parent P/E Ratio"** means the P/E Ratio of the Parent calculated from the relevant information for the definition of P/E Ratio as of the relevant Calculation Date

**"Parent Publicly Traded Securities"** means any shares of the Parent which are or will on issue be Publicly Traded Securities

**"Parent Takeover"** means the acquisition (whether or not as part of a single transaction) of shares constituting a Controlling Interest in the Parent by any person or group of persons who are third parties but connected persons of each other or who are acting in concert and who did not previously hold such an interest as a result (in whole or part) of a Takeover Offer but not as part of a Group Reorganisation

**"Parent Undertaking"** has the meaning given in Article 18

**"P/E Ratio"** means, as regards an entity in respect of which a P/E ratio is being calculated, and having regard to the information available for that calculation relevant to the definitions involved in these Articles, as of its Last Results Announcement Date before the relevant Calculation Date, its Adjusted Value divided by its Relevant Profits or, if any such information is not ascertainable, such price earnings ratio as may be Determined on a consistent basis

**"Performance Condition"** means any condition that makes the ability of a Relevant Executive or Relevant Members of his to participate under Articles 4.1 or 4.2 and/or otherwise receive value in respect of his B Ordinary Shares or certain of them conditional on the meeting of prescribed performance criteria which are agreed in writing between the Board (with Parent Consent) or the Parent and that Relevant Executive on or before Acquisition of any B Ordinary Shares by the Relevant Executive or Relevant Member of his, as from time to time amended in accordance with the terms of the Growth Share Plan

**"Permitted Family Transfer"** means a Permitted Family Transfer as defined in Article 21.4 and references to a **"Permitted Family Transferee"** shall be construed accordingly

**"Permitted Transfer"** means a transfer of shares permitted by Articles 18 to 24 (inclusive)

**"Privileged Relation"** means in relation to an individual member or deceased or former individual member, any person who in relation to him falls within Section 1166(b) of the 2006 Act

**"Publicly Traded Securities"** means shares which are listed on the Official List or traded on AIM or on any other recognised investment exchange

**"recognised investment exchange"** means any recognised investment exchange as defined in Part XVIII of the Financial Services and Markets Act 2000

**"Register"** means the register of members of the Company required to be maintained by the Companies Acts

**"Registered Office"** means the registered office of the Company for the time being

**"Related Shares"** means in relation to any shares, any shares issued in respect of such shares by way of capitalisation or bonus issue or acquired in exercise of any right or option granted or arising by virtue of them

**"Relevant Accounts"** means the audited accounts of the members of the Group for the Relevant Earnings Period unless interim accounts of the Parent have been published after the end of the financial year to which those audited accounts relate, in which case the Relevant Accounts shall be (i) the accounts of the Group prepared for the purposes of consolidation into those interim accounts, for the period to which they relate (**"the Supporting Interim Accounts"**) and (ii) the audited accounts of the Group covering (in part) the balance of the Relevant Earnings Period (**"the Last FY Accounts"**)

**"Relevant Earnings"** means the annual net profits (after tax) of the members of the Group for the Relevant Earnings Period, as shown by the Relevant Accounts (i) excluding any IFRS2 charge referable to the Growth Share Plan (ii) after making any necessary adjustments for consolidation (to the extent not already made therein) and to exclude any statutory exceptional items (iii) providing for tax on such profits at the full rate of corporation tax applicable to the members of the Group to the extent that such tax is not provided for in the accounts concerned and (iv) where the Relevant Accounts comprise both Supporting Interim Accounts and Last FY Accounts, apportioning the annual net profits (after tax and as adjusted as above) shown in the Last FY Accounts on a straightline time basis to complete the balance of the Relevant Earnings Period not covered by the Supporting Interim Accounts

**"Relevant Earnings Period"** means the period to which the latest audited accounts of the Group members have been prepared prior to the Calculation Date unless interim accounts of the Parent have been published after the end of the financial year to which those audited accounts relate, in which case the period shall be the twelve months ended on the date to which such

interim accounts were prepared

**"Relevant Executive"** means any employee of any member of the Parent Group

**"Relevant Member"** means, in relation to a particular Relevant Executive or Leaver, and unless a Parent Consent provides otherwise, that Relevant Executive or Leaver and any member to whom such Relevant Executive or Leaver (or his personal representatives) has made or at the relevant time could if he held shares in the Company make a Permitted Family Transfer (assuming for these purposes that any restrictions on such a transfer relevant to Mandatory Transfer Notices do not apply);

**"Relevant Profits"** means, as regards an entity in respect of which a P/E ratio is being calculated, its statutory reported profits after tax (excluding any statutory exceptional items and the tax impact of those statutory exceptional items) for the twelve months ended on its Last Results Announcement Date as shown by its last published results for that period, apportioning the relevant net profits shown in its last full year audited accounts on a straightline time basis to complete the balance of the twelve month period not covered by its last published interim results where the Last Results Announcements Date was for its interim results for a period of less than twelve months

**"Relevant Shares"** means any shares in the Company for the time being held by a Relevant Member and/or in respect of which a Relevant Member is unconditionally entitled to be registered as the holder

**"Remaining Assets"** has the meaning given in Article 4.1

**"Restricted Securities"** shall have the meaning given in Article 19

**"Secretary"** means any secretary for the time being of the Company

**"shareholder resolution"** means any resolution passed by shareholders entitled to vote thereon and which is effective for the purposes of the Companies Acts (as in force at the time) and these Articles

**"Subscription Rights"** means any rights (whether under options, warrants, on conversion of any indebtedness or otherwise) to call for the allotment or issue of shares in the Company

**"Takeover Offer"** means an offer (whether by way of offer to purchase or scheme of arrangement) formally made (for City Code purposes) to acquire shares in the Parent and which if it becomes or is declared wholly unconditional will result in a Parent Takeover

**"Transfer Notice"** means a Voluntary Transfer Notice or a Mandatory Transfer Notice, as the case may be

**"Transfer Value"** means the value attributable to the B Ordinary Shares comprised in any Transfer Notice, which shall be £1 in aggregate where the Calculation Date for that Transfer Notice is after the Long Stop Date or (in any other case) shall be:

- (a) where the transfer is by a Good Leaver or Relevant Member of a Good Leaver (i) the Fair Value for the B Ordinary Shares which are Fair Value Shares on the Calculation Date and (ii) for the remaining such shares, their Acquisition Cost or, if lower and so required by the Board (with Parent Consent) or if so directed by the Parent, an amount equal to what their Fair Value would have been on the Calculation Date if they were Fair Value Shares;

- (b) where the transfer is by a Bad Leaver or a Relevant Member of a Bad Leaver, their Floor Value on the Calculation Date;
- (c) where the transfer is by a Very Bad Leaver or a Relevant Member of a Very Bad Leaver, £1 in aggregate;
- (d) where the Transfer is any other Mandatory Transfer Notice, their Floor Value on the Calculation Date; and
- (e) where the Transfer Notice is a Voluntary Transfer Notice, Fair Value for the B Ordinary Shares which are Fair Value Shares on the Calculation Date and, for the remaining such shares, their Floor Value on the Calculation Date

**"Transfer Window"** means:

- (a) the period of 28 days commencing on the date on which the annual general meeting of the Parent approves the audited accounts of the Parent for its financial year last ended; and
- (b) if the Board (with Parent Consent) or the Parent so notifies the B Ordinary Shareholders by not less than ten business days advance written notice that such a Transfer Window is to apply, the period of 28 days commencing on the date on which the Parent publishes its interim results for a financial period; and
- (c) such further period (not exceeding an additional 28 days) as the Parent may in writing agree with the Company where all or any part of a 28 day period in (a) or (b) is or was a close period for the purposes of dealings in any Parent Publicly Traded Securities

**"transmittee"** means a person entitled to a share by reason of the death or the bankruptcy of the holder of the share or otherwise by operation of law

**"Very Bad Leaver"** means a Leaver who (a) became such by reason of (i) his dismissal for gross misconduct (which shall without limitation include dishonesty and any other behaviour or offence specified in his contract of employment or engagement as a Relevant Executive as constituting gross conduct or as justifying his summary dismissal) or (ii) his resignation when he could have been so dismissed or (b) whether before or after he became a Leaver is in breach of the provisions of these Articles and/or his Parent Undertaking regulating transfer or other disposal of his shares or Parent Publicly Traded Securities, as the case may be

**"Voluntary Transfer"** means any transfer of shares other than a Mandatory Transfer;

**"Voluntary Transfer Notice"** means a Transfer Notice other than a Mandatory Transfer Notice.

**"Weighted Average P/E Ratio"**, means as of any Calculation Date, the result of adding (i) 75% of the Parent P/E Ratio and (ii) 25% of the Average Comparable P/E Ratio

3. In these Articles references to:

- (A) **"attorney"** shall include separately and in addition "agent" or "agency" as the context may admit and also shall be deemed to include (unless the context otherwise admits) a power for the attorney or agent to delegate his authority as he shall see fit;

- (B) "**document**" includes, unless otherwise specified, any document sent or supplied in electronic form;
  - (C) "**electronic form**" and "**hard copy form**" have the meanings respectively given in section 1168 of the 2006 Act;
  - (D) a document being "**executed**" include references to its being executed under hand or under seal or as a deed or by any other method and "**execution**" shall be construed accordingly;
  - (E) an "**instrument**" means a document in hard copy form; and
  - (F) "**writing**" or "**written**" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.
4. In these Articles words denoting the singular number include the plural number and vice versa, words denoting the masculine gender include the feminine gender and words denoting persons include any individual, firm, partnership, unincorporated association, company, corporation or other body corporate.
5. Where the context so admits, words or expressions contained in these Articles bear the same meaning as in 2006 Act as in force on the Adoption Date and so that (without limiting the foregoing):
- (A) the expressions "**ordinary resolution**" and "**special resolution**" shall have the meanings respectively given in section 283 of the 2006 Act as set out therein on the Adoption Date;
  - (B) the expressions "**subsidiary**" and "**subsidiary undertaking**" shall have the meaning given in sections 1159 and 1162 of the 2006 Act, as read in conjunction with section 1161 of such Act, as in each case set out therein on the Adoption Date; and
  - (C) references in these Articles to a "**dormant subsidiary**" of the Company are references to any subsidiary of the Company which at the relevant time is dormant for the purposes of section 480 (1)(a) or (b) of the 2006 Act as set out therein on the Adoption Date.
6. Except where expressly stated references in these Articles to any provision of any enactment or of any subordinate legislation (as defined by Section 21(1) of the Interpretation Act 1978) include any modification or reenactment of that provision for the time being in force.
7. For the purposes of these Articles a person will be "**insolvent**" or "**bankrupt**" if at the time in question (i) any expropriation, attachment, sequestration, distress or execution affects any material asset or assets of that person and has not been discharged; or (ii) the person is unable or admits inability to pay his or its debts as they fall due, suspends making payments on any of his or its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with or has arrangements in force with one or more of his or its creditors with a view to rescheduling any of its indebtedness or (iii) any resolution to wind up, administration application or notice of an intention to, or a notice to, appoint an administrator or receiver is outstanding in relation that person or a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer has been appointed in respect of that person or any of its material assets or (iv) any analogous procedure or step is taken in any jurisdiction and is still outstanding. For these purposes materiality shall be as reasonably determined by the Board.

8. For the purposes of these Articles a person will be suffering from a "**mental disorder**" if an order is made by any court of competent jurisdiction on the ground (however formulated) of mental disorder for his detention or for the appointment of a guardian or receiver or other person to exercise powers with respect to his property or affairs or he is admitted to hospital in pursuance of an application for admission for treatment under any legislation relating to mental health.
9. References in these Articles to a "**connected person**" of any person and "**control**" shall mean any connected person thereof and control for the purposes of sections 993 to 995 (inclusive) of the Income Tax Act 2007 as in force on the Adoption Date and references to "**acting in concert**" shall be construed in accordance with the City Code.
10. Unless the context otherwise requires, references in these Articles to (i) a "**share**" are to a share in the capital of the Company and (ii) a "**member**" or "**holder**" in relation to a share are to the person(s) whose name(s) are entered in the register of members of the Company as the holder of that share and references to a "**shareholder**" shall be construed accordingly.
11. Where a power or right is conferred on the Parent under these Articles the exercise of such power or right shall only be valid for the purposes of these Articles if made with Parent Consent.
12. Where any undertaking or agreement is given in these Articles in favour of a member of the Parent Group who is not a member, any member of the Parent Group who or which is a member may enforce the same as if that other member of the Parent Group was a member of the Company and as if its interest and rights were the same as that other Parent Group member, had it been party to the contract created or confirmed constituted by the Companies Acts by these Articles between the Company and its members and between its members inter se and as if its rights under that contract were qua such a member.
13. References to the amount "**paid up**" on a share shall include (without prejudice to section 583 of the 2006 Act) all amounts credited as paid up thereon including any premium and "**fully paid**" means, in relation to a share, that the nominal value and any premium to be paid to the Company (or as it shall direct) in respect of that share have been so paid.
14. The headings in these Articles are inserted for convenience only and shall not affect their construction.