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THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- OF -

JERROLD HOLDINGS LIMITED

INCORPORATED ON 15 JUNE 1994

ADOPTED BY SPECIAL RESOLUTION

PASSED ON 15 September 2006



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INCORPORATED ON 15 JUNE 1994

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1. DEFINITIONS AND INTERPRETATION

1.1 The following words and expressions shall bear the following meanings in these Articles:

Act means the Companies Act 1985 and any statutory modification or re-enactment thereof for the time being in force;

Accounting Period means an accounting reference period of the Company beginning on 1 July and ending on the following 30 June, or such other date as is notified to the Registrar of Companies from time to time;

Accounts means the audited consolidated accounts of the Group;

"A" Deferred Shares has the meaning set out in Article 3;

Adoption Date means the date on which these articles of association were adopted by special resolution, being the date stated above;

Affiliate means, in relation to an Investor (including, without limitation, an Investor which is a unit trust, investment trust, limited partnership or general partnership):

- (a) any other fund or company (including, without limitation, any unit trust, investment trust, limited partnership or general partnership) which is advised by, or the assets of which are managed (whether solely or jointly with others) from time to time by, that Investor;
- (b) any other fund or company (including, without limitation, any unit trust, investment trust, limited partnership or general partnership) of which that Investor, or that Investor's general partner, trustee, nominee, manager or adviser, is a general partner, trustee, nominee, manager or adviser; or

- (c) any other fund or company (including, without limitation, any unit trust, investment trust, limited partnership or general partnership) which is advised by, or the assets of which are managed (whether solely or jointly with others) from time to time by, that Investor's general partner, trustee, nominee, manager or adviser;

Approved NXC Share Transfer has the meaning set out in the Shareholders Agreement;

"A" Preferred Ordinary Shareholder means a person entered in the register of members of the Company as the holder from time to time of an "A" Preferred Ordinary Share;

"A" Preferred Ordinary Shares has the meaning set out in Article 3;

Auditors means the auditors of the Company from time to time;

"B1" Ordinary Shareholder means a person entered in the register of members of the Company as the holder from time to time of a "B1" Ordinary Share;

"B1" Ordinary Shares has the meaning set out in Article 3;

"B2" Ordinary Shareholder means a person entered in the register of members of the Company as the holder from time to time of a "B2" Ordinary Share;

"B2" Ordinary Shares has the meaning set out in Article 3;

B1 Participating Dividend means the preferential cumulative participating dividend payable to the B1 Ordinary Shareholders in accordance with the provisions in Article 5.3;

B Shares means together the "B1" Ordinary Shares and the "B2" Ordinary shares as if one class;

Bad Leaver has the meaning set out in Article 12.8;

Board means the board of directors of the Company from time to time;

"C1" Ordinary Shareholder means a person entered in the register of members of the Company as the holder from time to time of a "C1" Ordinary Share;

"C1" Ordinary Shares has the meaning set out in Article 3;

"C2" Ordinary Shareholder means a person entered in the register of members of the Company as the holder from time to time of a "C2" Ordinary Share;

"C2" Ordinary Shares has the meaning set out in Article 3;

"C3" Ordinary Shareholder means a person entered in the register of members of the Company as the holder from time to time of a "C3" Ordinary Share;

"C3" Ordinary Shares has the meaning set out in Article 3;

C2 Preference Dividend has the meaning set out in Article 6.3;

C Shares means together the "C1" Ordinary Shares, the "C2" Ordinary Shares and the "C3" Ordinary Shares, as if one class;

Cessation Date means, in relation to a Leaver:

- (a) (subject to (b) below) where employment or a contract for services ceases by virtue of notice given by the Leaver or by the relevant Group Company, the date on which such notice is given whether or not the Leaver is placed on Garden Leave;
- (b) where a payment is made in lieu of notice, the date on which that payment is made;
- (c) if the Leaver dies, the date of his death or certification of such death (if the date of death is unknown); and
- (d) in any other circumstances, the date on which the Leaver ceases to be employed or engaged by a Group Company;

Clink Street Option(s) has the meaning set out in the Shareholders' Agreement;

Co-Investment Scheme means a scheme under which certain officers, employees or partners of an Investor (as defined in the Shareholders' Agreement) or its adviser or manager are entitled (as individuals or through a body corporate or any other vehicle) to acquire shares which the Investor would otherwise acquire;

Collective Investment Scheme has the meaning given to it in section 235 FSMA;

Compulsory Purchase Notice has the meaning set out in Article 16.1;

Compulsory Seller and "**Compulsory Sellers**" has the meaning set out in Article 12.2;

connected in the context of determining whether one person is connected with another shall be determined in accordance with the provisions of section 839 of ICTA and a "**person connected**" with another person shall be construed accordingly;

Deactivation Notice has the meaning set out in Article 5.2.2;

Default Period means each period commencing on the date on which any of the following first occurs, and ending on the date on which each of the following no longer applies:

- (a) the Group is in breach of any of the "key financial covenants" contained in the Facilities Agreements and the following provisions shall apply to this paragraph (a):
 - (i) "key financial covenants" shall mean covenants of a financial nature from time to time imposed by banks on the Group where the financial performance or strength or borrowing capacity of a company are measured by using financial tests and ratios, and shall include (but shall not be limited to) interest cover tests, gearing ratios, cash-flow tests and net worth tests from time to time imposed by banks on the Group;
 - (ii) the Default Period shall not commence when (and only for so long as) the relevant bank or banks have waived and shall continue to have waived the breach, provided if such a waiver exists the

Default Period shall commence immediately following a bank ceasing to waive such breach; or

- (b) PBT (as calculated using the accounting policies and practices used by the Group in preparing the audited accounts for the Group as at the Adoption Date) for the relevant Accounting Period being less than the amount stated below:

Accounting Period	PBT (£ millions)
year ending 30 June 2008	35
year ending 30 June 2009	40
year ending 30 June 2010	42.5
year ending 30 June 2011 and each Accounting period thereafter	45

provided that if the audited accounts for the Accounting Period after an Accounting Period for which the PBT thresholds above were breached ("**Subsequent Accounting Period**"), show that the PBT for the Group exceeds the required amount for that Subsequent Account Period as stated above, the Default Period shall be deemed to end on the day on which the consolidated audited accounts for that Subsequent Accounting Period are approved by the Board (without outstanding requirement for change or amendment thereto).

- (c) a material breach, which is not remedied (if capable of remedy) within 10 days of receipt by the holder(s) of a majority in number of the "B2" Ordinary Shares (copied to the Board, although failure to do so shall not invalidate this provision) of written notice of such breach (and the remedial action, if known, required) from the Lead Investor (on behalf of the Investors), of any of the provisions in part A of Schedule 7 or Schedule 8 of the Shareholders' Agreement;

Deferred Shares has the meaning set out in Article 3;

Dividend Condition has the meaning set out in Article 5.3.10;

Employee Trust means any trust established to enable or facilitate the holding of shares by, or for the benefit of, bona fide employees of any member of the Group;

Encumbrance means a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest, other encumbrance or security interest of any kind, or another type of agreement or arrangement having similar effect;

Enhancement Notice has the meaning set out in Article 5.2.2;

Exit means a Sale, Listing or Winding-Up;

Facilities Agreements means the revolving credit facility agreement between, inter alia, the Company, the Governor and Company of The Bank of Scotland, Barclays Capital, The Royal Bank of Scotland plc and National Australia Bank Limited (as Mandated Lead Arrangers) and others dated 6th September 1996 and most recently amended and restated on 26th November 2004, as may be amended and/or restated

from time to time or any further facility agreement which the Company or any member of the Group may enter into from time to time for the provision of banking facilities to the Group including any facilities made available as part of the proposed securitisation arrangements for the Group;

Family Member means, in relation to an Ordinary Shareholder who is a director or employee of, or consultant to, a Group Company, his spouse or children and grandchildren (including step and adopted children);

Family Trust means a trust (whether arising under a settlement, declaration of trust, testamentary disposition or on an intestacy) under which the only persons being (or capable of being) beneficiaries are the individual beneficial owner of the Ordinary Shares held in trust and/or his Family Members, and no power of control over the voting powers conferred by such Ordinary Shares (if any) is exercisable at any time by or subject to the consent of any person other than the trustees as trustees or such individual beneficial owner or his Family Members;

Freely Marketable Securities means shares which are listed on a Recognised Investment Exchange and all of which are free from any restriction on the ability to sell at any time, at any price and on any terms without reference to any other person;

FSMA means the Financial Services and Markets Act 2000 as amended or its successor legislation;

Fund means any bank, company, unit trust, investment trust, investment company, industrial provident or friendly society, limited partnership, general partnership or other collective investment scheme (as defined by FSMA), investment professional (as defined in Article 19 of the Financial Services and Markets Act 2000 (Financial Promotion Order) 2005 (the "FPO")), high net worth company, unincorporated association or partnership (as defined in Article 49 of the FPO) or any high value trust (as defined in Article 49(b) of the FPO), any pension fund or insurance company or authorised person under FSMA or any body corporate or other entity, in each case the assets of which are managed professionally for investment purposes;

Garden Leave means the period in respect of which a person who is employed or engaged by a Group Company is given a direction to perform no duties under his employment contract or contract for services during the notice period under that contract;

Good Leaver has the meaning set out in Article 12.8;

Group means the Company and its subsidiary undertakings from time to time and "**member of the Group**" is to be construed accordingly;

ICTA means the Income and Corporation Taxes Act 1988;

Independent Expert means an umpire (acting as an expert and not as an arbitrator) nominated by the parties concerned or, in the event of any disagreement as to nomination, appointed by the President from time to time of the Institute of Chartered Accountants in England and Wales;

Intermediate Leaver has the meaning set out in Article 12.8;

Investment Company has the meaning ascribed thereto in Appendix 1 of the Listing Rules made by the Financial Services Authority (as amended from time to time), with the object of spreading investment risk and managing its portfolio for the benefit of its shareholders;

Investment Trust means a company which has been approved by, or is seeking approval from, HM Revenue & Customs as an investment trust for the purposes of section 842 of ICTA in respect of its most recent accounting period or which has announced that it will direct its affairs so as to enable it to seek such approval in respect of its current accounting period;

Investor Director means a director appointed as such pursuant to Article 9;

Investors means certain limited partnerships or Funds who (whether directly or indirectly) are "A" Preferred Ordinary Shareholders, "B1" Ordinary Shareholders and/or "C1" Ordinary Shareholders on or around the Adoption Date and each and any of their respective permitted transferees pursuant to Article 13 in each case for so long as such person is a party to the Shareholders' Agreement, and "**Investor**" shall be construed accordingly;

Investor's Group means, in relation to an Investor:

- (a) any group undertaking of that Investor;
- (b) any Affiliate of that Investor or any investor in any Affiliate;
- (c) any general partner, limited partner, trustee, nominee, operator, arranger or manager of, or adviser to, that Investor or of or to any group undertaking or Affiliate of that Investor, or any investor in any of them;
- (d) any Co-Investment Scheme of that Investor or of a group undertaking or Affiliate of that Investor, or any person holding shares or other interests under such scheme or entitled to the benefit of shares or other interests under such scheme;
- (e) any director, employee, officer or agent of that Investor or of a group undertaking or Affiliate of that Investor; and
- (f) any professional adviser to that Investor or to a group undertaking or Affiliate of that Investor (including, without limitation, their directors, employees, officers or agents while acting in the ordinary course of their duties),

and "**member of an Investor's Group**" shall be construed accordingly;

Investor Transfer Condition means in the event that the Investors are required to transfer Ordinary Shares pursuant to a Compulsory Transfer Notice served in accordance with Article 16 (Bring-along Rights), it shall be a condition precedent to the Investors being required to comply therewith and to sell their Ordinary Shares (or any of them) ("**Investors' Shares**") that, if the proposed date for completion of the sale of the Investors' Shares pursuant to Article 16 is:

- (a) prior to the third anniversary of the Adoption Date, the aggregate price (in cash and/or Freely Marketable Securities) for the Investors' Shares shall be at least £233,000,000; or

- (b) on or after the third anniversary of the Adoption Date, the aggregate price (in cash and/or Freely Marketable Securities) for the Investors' Shares shall be at least £262,125,000 plus any (if any) arrears and all accruals of B1 Participating Dividend and/or Preferential Dividend; and
- (c) the transaction giving rise to the exercise of the Bring Along Rights pursuant to Article 16 is on bona fide arms length terms after a thorough marketing exercise.

for the purpose of this defined term a "**thorough marketing exercise**" shall mean having appointed a recognised corporate finance adviser to canvas offers in the market from a comprehensive range of potential buyers;

Issue Price means the aggregate of the amount paid up (or credited as paid up) on the relevant share in the capital of the Company;

Lead Investor means Barclays Private Equity Limited (Company No. 1125740) of 1 Churchill Place, London E14 5HP;

Leaver has the meaning set out in Article 12.1;

Listing means:

- (a) both the admission of any of the Company's shares to the Official List of the Financial Services Authority becoming effective and the admission of any of the Company's shares to trading on the LSE's market for listed securities; or
- (b) the admission to trading of any of the Company's shares on the Alternative Investment Market of the LSE becoming effective; or
- (c) the equivalent admission to trading or permission to deal on any other Recognised Investment Exchange becoming effective in relation to any of the Company's shares;

LSE means the London Stock Exchange plc;

Majority Investors or **Investor Majority** means the holders of at least 51 per cent of the "A" Preferred Ordinary Shares from time to time in issue;

Majority Shareholder means the holders of a majority of the B Shares, provided always that in the event that Henry Moser, his Family Members, the Trust or permitted transferees (under Article 11.2, 11.4 or 11.10) or any of them cease to hold, in aggregate, a majority of the B Shares in issue, the references to Majority Shareholder in these articles of association shall cease to apply but in all other respects these articles shall remain in full force and effect;

Majority Shareholder Director means a director appointed pursuant to Article 9.4;

Management Accounts means the consolidated monthly management accounts of the Group prepared in all respects in a consistent manner with the management accounts for the Group for the previous 12 months;

Market Value in relation to a share means the price which the Auditors confirm in writing to be in their opinion the market value of the shares concerned on a sale as between a willing seller and a willing purchaser and, in determining such market value, the Auditors shall be instructed in particular:

- (a) to value the entire issued share capital of the Company;
- (b) to assume (even if such is not the case) that a Sale is occurring at the relevant date and to apply the provisions of Article 7 and the Schedule (Ratchet);
- (c) *without taking into account whether such shares represent a minority or a majority interest, as appropriate, or any other restrictions applicable to such Shares;*
- (d) if the Company is then carrying on business as a going concern and the directors have, bona fide, no reason to believe that it will not continue to do so for the next 12 months, to assume that it will continue to do so; and
- (e) that such valuation shall be calculated by applying an appropriate multiple (to be determined by the Auditors by reference to then current market conditions and the sector in which the Group then operates) to the profits of the Group based on the latest available reliable financial information;

Minority Shareholder has the meaning set out in Article 16.1;

Minority Shares has the meaning set out in Article 16.2.1;

NXC Shares shall have the meaning set out in the Shareholders Agreement;

Observer has the meaning set out in Article 9.3;

"Official List" means the official list of the UK Listing Authority;

Ordinary Shareholder means a holder of Ordinary Shares;

Ordinary Shares means the "A" Preferred Ordinary Shares the "B1" Ordinary Shares, the "B2" Ordinary Shares, the "C1" Ordinary Shares, the "C2" Ordinary Shares and the "C3" Ordinary Shares, in issue from time to time taken together;

PAT means in relation to any Accounting Period a sum equal to the consolidated net profit (if any) of the Group for that Accounting Period as shown in the Accounts for such period after making any provision or reserve for or in respect of any taxation levied upon or assessed by reference to profits earned or gains realised in that Accounting Period;

PBT means in relation to any Accounting Period a sum equal to the consolidated net profit (if any) of the Group for that Accounting Period as shown in the Accounts for such period before making any provision or reserve for or in respect of any taxation levied upon or assessed by reference to profits earned or gains realised in that Accounting Period;

Preferential Dividend has the meaning set out in Article 4.1.1;

Property Dividend has the meaning given in Article 5.3.8;

Property Tax Disposal Deed shall have the meaning set out in the Shareholders Agreement;

Recognised Investment Exchange has the meaning ascribed thereto in section 285(1)(a) FSMA;

Retained Properties shall have the meaning set out in the Shareholders Agreement;

Sale means the transfer (whether through a single transaction or a series of transactions) of 50 per cent. or more in number of the B Shares in issue and 50 per cent, or more in number of the C Shares in issue, to a person or any other person:

- (a) who is a connected person of that person; or
- (b) with whom he is acting in concert, as defined in The City Code on Takeovers and Mergers

other than:

- (i) a person who is an original party to the Shareholders' Agreement as an Investor; or
- (ii) a person who has acquired shares pursuant to Articles 11.2 to 11.6 (inclusive) and Article 11.10; or
- (iii) a new holding company of the Company which is inserted for the purposes of planning for an Exit, in which the share capital structure of the Company is replicated in all material respects;

Shareholders' Agreement means the agreement dated on or around the Adoption Date made between (1) the Company (2) Henry Neville Moser and others (3) Gary Beckett and others (4) Barclays Private Equity European Fund 'A' and others (5) Barclays Private Equity Limited, as amended from time to time;

Table A means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (S.I. 1985 No. 805) (as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (S.I. 1985 No. 1052));

Transfer Notice has the meaning set out in Article 15.9;

Transfer Shares has the meaning set out in Article 15.9;

Trust means the trustees from time to time of the Mrs D L Moser 1995 Family Settlement No 1; and

Winding-Up means a solvent winding-up or dissolution of the Company.

1.2 The headings in these Articles shall not affect the construction of these Articles.

1.3 Unless the contrary intention appears, words importing the singular number include the plural number and vice versa, words importing one gender include all genders and words importing persons include bodies corporate and unincorporated associations.

1.4 A reference in these Articles to a "**transfer**" of shares or any similar expression shall be deemed to include (without limitation):

1.4.1 any sale or other disposition of the legal or equitable interest in a share (including any voting right attached to a share) (an "**Interest**");

1.4.2 the creation of any Encumbrance over any Interest;

- 1.4.3 the renunciation of a right to be allotted a share by any member entitled to any such allotment;
- 1.4.4 any direction by a member entitled to an allotment or issue of shares that a share be allotted or issued to some person other than himself; and
- 1.4.5 any grant of an option to acquire either or both of the legal and equitable ownership of any share in the capital of the Company by any member entitled to any such share,

but any transfer by any partner, unitholder, shareholder or other participant in, or operator, manager or custodian of, any Fund (a "**Fund Participant**") (or by any trustee or nominee for such Fund Participant) of any interest in such fund to any person who is, or as a result of such transfer becomes, a Fund Participant, shall not, and shall not be deemed to, be a transfer of shares for any purpose under these Articles.

- 1.5 Where an ordinary resolution of the Company is required for any purpose, a special or an extraordinary resolution is also effective for that purpose, and where an extraordinary resolution is required for any purpose, a special resolution is also effective for that purpose.
- 1.6 The courts of England have exclusive jurisdiction to settle any dispute arising from or connected with these Articles or otherwise arising between the Company and any of its members (or any former member or any person claiming title or interest under or by virtue of any member or former member) (each a "**Disputant**") relating in any way to the past or present or alleged membership of the Company or otherwise under the Memorandum of Association or the Articles of Association for the time being of the Company or under the Act (a "**Dispute**"), including a dispute regarding the existence, validity or termination of membership of the Company or the consequences of its nullity.
- 1.7 The Company and each Disputant agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.
- 1.8 Unless the context otherwise requires, reference in these Articles to any English term for any action, remedy, method of judicial proceeding, legal document, legal status, Court, legislation, official or any legal concept or thing shall, in respect of any jurisdiction other than England and Wales, be deemed to include what most nearly approximates in that jurisdiction to the relevant English term.
- 1.9 Where these Articles requires the consent, approval or agreement of the Investors (or any of them) such consent will be deemed given if consent is obtained from the Lead Investor in writing. Any application for the consent or approval of the Investors may be made to the Lead Investor who may consult with the other Investors and will advise the Company of the decision of the Investors (but shall not be obliged to give the reasons for the decision). Any written consent or approval by the Lead Investor will be legally binding on the Investors.
- 1.10 The provisions contained in the Schedule shall form part of these Articles of Association and shall be applied as if set out in full in Article 7 of these Articles and any defined term set out in this Article 1 or any other Article shall apply to the Schedule and any defined term set out in the Schedule shall similarly apply to the relevant Articles set out herein.

2. TABLE A

- 2.1 The regulations contained in Table A apply to the Company except to the extent that they are excluded or modified by these Articles.
- 2.2 The first sentence of regulation 24 and regulations 38, 50, 60, 61, 64, 73 to 78 (inclusive), 80, 81, 84, 90, 94 to 98 (inclusive), 115 and 118 of Table A do not apply.

3. SHARE CAPITAL

- 3.1 The authorised share capital of the Company at the date of adoption of these Articles is £10,000,002 divided into:

- 3.1.1 10,850,092 "A" cumulative fixed rate preferred ordinary shares of 50p each ("**A Preferred Ordinary Shares**");
- 3.1.2 2,744,974 "B1" cumulative participating preferred ordinary shares of 49.9p each ("**B1 Ordinary Shares**") which can be subdivided and redesignated into deferred shares of 1p each ("**Deferred Shares**") and "A" Deferred Shares; and
- 3.1.3 6,404,938 "B2" cumulative participating preferred ordinary shares of 49.9p each ("**B2 Ordinary Shares**") which can be subdivided and redesignated into deferred shares of 1p each;
- 3.1.4 154,690 "C1" ordinary shares of 1p each ("**C1 Ordinary Shares**") which can be redesignated into deferred shares of 1p each;
- 3.1.5 696,049 "C2" ordinary shares of 1p each ("**C2 Ordinary Shares**") which can be redesignated into deferred shares of 1p each;
- 3.1.6 64,250 "C3" ordinary shares of 1p each ("**C3 Ordinary Shares**") which can be redesignated into Deferred Shares;
- 3.1.7 22 "A" Deferred Shares of 0.1p each ("**A Deferred Shares**")

4. A PREFERRED ORDINARY SHARES AND PRIORITY ARRANGEMENTS

4.1 Fixed Dividend Rights

- 4.1.1 With effect from and after the fifth anniversary of the Adoption Date ("**Dividend Commencement Date**"), the Company shall, before application of any profits to reserve or for any other purpose, pay in cash in respect of each "A" Preferred Ordinary Share a fixed cumulative dividend at the annual rate of 134.35 pence (one hundred and thirty four pence and 35/100ths of one pence) per "A" Preferred Ordinary Share (the "**Preferential Dividend**")
- 4.1.2 The Preferential Dividend shall be paid twice yearly in arrears on 1 January and 1 July in each year to the persons registered as the holders of such "A" Preferred Ordinary Shares at that date and which shall accrue daily and be calculated in respect of the period to such date assuming a 365-day year.

- 4.1.3** The first payment of Preferential Dividend shall be made on 1 January 2012 for the period from and including the Dividend Commencement Date down to such payment date calculated on a pro-rata basis in respect of the period to which it relates.
- 4.1.4** All accruals (and arrears) of the Preferential Dividend are payable in full, whether or not then due, on an Exit or return of capital.
- 4.1.5** The Preferential Dividend will become a debt due from and immediately payable by the Company to the member or members to whom it is payable on the date or dates set out in Articles 4.1.2 and 4.1.3 without any requirement for a recommendation of the Board or a resolution of the members in general meeting in respect of that dividend.
- 4.1.6** If the Company fails to pay in full the Preferential Dividend on the due date in question (for whatever reason), the Company will pay to the relevant members on account of the relevant dividends and in the order of priority set out in the table in Article 4.2, the maximum sum (if any) which can lawfully be paid by the Company and all arrears will be carried forwards and on each succeeding due date the Company will pay on account of any outstanding balance, in the order of priority set out in Article 4.2, such amount as can lawfully be paid and this procedure will continue until such time as the relevant arrears have been paid in full.

4.2 Priority for Payment of Dividends

The profits of the Company which are available for lawful distribution in respect of each Accounting Period will be applied in the following order and priority:

- 4.2.1** first, in paying the Special Dividend and the Property Dividend (to be treated, for the purposes of priority, *pari passu* as if the same dividend);
- 4.2.2** second, in paying the Preferential Dividend, including any (if any) arrears thereof;
- 4.2.3** third, in paying the B1 Participating Dividend including any (if any) arrears thereof;
- 4.2.4** fourth, in paying the C2 Preference Dividend; and
- 4.2.5** thereafter, if the Company has in respect of the present and all previous Accounting Periods paid in full all Preferential Dividends and B1 Participating Dividends, together with all arrears, and paid in full the Special Dividend, the Property Dividend and (if then due and payable) the C2 Preference Dividend and paid all interest and capital which has fallen due in respect of any of the Group's banking facilities and the Board and the Majority Investors and the Majority Shareholder have recommended payment of the same, then any profits which the Company determines to distribute in respect of any Accounting Period will be applied as determined by the Board, acting with the consent of the Majority Investors and the Majority Shareholder on a non-cumulative basis pro-rata between the holders of the B Shares and the C Shares as if one class.

4.3 Voting

The "A" Preferred Ordinary Shares shall not entitle the "A" Preferred Ordinary Shareholders to receive notice of or attend or vote at any general meeting of the Company by virtue of the holdings of any such "A" Preferred Ordinary Shares.

4.4 Priority for Return of Capital and Application of proceeds on Exit

On:

4.4.1 a return of capital on liquidation or otherwise, the surplus assets of the Company remaining after the payment of its liabilities; or

4.4.2 an Exit, the aggregate value attributable to or consideration payable for the Ordinary Shares;

shall be applied in the following order of priority:

4.4.3 first in paying to each "B2" Ordinary Shareholder in respect of each "B2" Ordinary Share held by him, a sum in respect of any arrears of Property Dividend or Special Dividend (to be treated, for the purposes of priority, *pari passu* as if the same dividend) at the date of return of capital or Exit, as the case may be;

4.4.4 second, in paying to each holder of "A" Preferred Ordinary Shares in respect of each "A" Preferred Ordinary Shares of which it is the holder, a sum equal to any arrears and accruals of Preferential Dividend down to the date of return of capital or Exit, as the case may be;

4.4.5 third, in paying to the holders of "A" Preferred Ordinary Shares, in aggregate, the sum of £116,500,000 (one hundred and sixteen million and five hundred thousand pounds);

4.4.6 fourth, in paying to each holder of "B1" Ordinary Shares in respect of each "B1" Ordinary Share of which it is the holder, a sum equal to any arrears and accruals of "B1" Participating Dividend down to the date of return of capital or Exit, as the case may be;

4.4.7 fifth, in paying to the holders of B Shares, in aggregate, the sum of £194,200,000 (one hundred and ninety four million and two hundred thousand pounds);

4.4.8 sixth, in paying to "C2" Ordinary Shareholders in respect of each "C2" Ordinary Share of which he is the holder, a sum equal to any arrears of C2 Preference Dividend at the date of return of capital or Exit, as the case may be;

4.4.9 seventh, in paying to each holder of B Shares and C Shares a sum equal to any (if any) dividend lawfully declared but not paid at the date of return of capital or Exit (excluding the Special Dividend and Property Dividend), as the case may be; and

4.4.10 the balance of such assets or value (if any) shall be distributed amongst the holders of the C Shares in accordance with the ratchet provisions in Article 7

All amounts payable to holders of a class of shares pursuant to this Article 4.4 shall be payable to members holding shares of that class on a pro-rata basis by reference to the number of shares of that class held by them which, in the event of an Exit, shall be following the application of Article 7 and the Schedule (Ratchet), save that any Deferred Share and/or "A" Deferred Share resulting from the application of Article 7 and the Schedule (Ratchet) which is, notwithstanding its re-designation into a *Deferred Share and/or "A" Deferred Share*, entitled to any arrears and accruals of dividends shall, for the purpose of receiving such dividends (but not otherwise), be treated as part of the class of Ordinary Share to which it belonged prior to its re-designation into a Deferred Share and/or "A" Deferred Share. If there are insufficient funds available to meet the full entitlement of all the holders of a class of shares in accordance with this article 4.4, what funds are available shall be applied on a pro-rata basis to the holders of shares within that class. If two or more classes of shares together rank equally in respect of any entitlement to a return set out in this article 4.4 and there are insufficient funds available to meet the full extent of that entitlement for each relevant class of shares, what funds are available shall be applied on a pro-rata basis to all the holders of such shares as if one class.

5. "B1" AND "B2" ORDINARY SHARES

5.1 Except as otherwise provided in these Articles, the "B1" Ordinary Shares and the "B2" Ordinary Shares rank *pari passu*, but they each constitute a separate class of shares. In particular, each share of those classes shall as regards both income (save for the right to the B1 Participating Dividend payable on the "B1" Ordinary Shares only and the Special Dividend and the Property Dividend payable to the holders of the "B2" Ordinary Shares only) and capital rank *pari passu* in all respects as if all were of one and the same class. The basis on which the B Shares rank on a return of capital or allocation of value to Ordinary Shares on Exit, as against other shares in the capital of the Company, is set out in Article 4.4 above.

5.2 Voting

5.2.1 Subject to the remaining provisions in this Article 5.2 or as otherwise amended by Article 19.5.7, regulation 54 shall apply as regards the voting rights attached to the B Shares.

5.2.2 The Majority Investors shall in any Default Period be entitled, at any general meeting and at any adjournment thereof, to exercise on a poll in respect of the "B1" Ordinary Shares held by the Investors 15 (fifteen) times the total number of votes conferred by all the shares of all other classes for the time being in issue. Such enhanced voting rights shall only arise if the Majority Investors have during a Default Period served notice ("**Enhancement Notice**") on the Company at the registered office or at any meeting of the Board specifically activating the enhanced rights under this Article 5.2. Such enhancement shall take effect on service of the Enhancement Notice or at such later time as may be specified therein and shall automatically apply to all the "B1" Ordinary Shares and shall cease on whichever is the earlier of:

- (a) the date upon which the Default Period in question ends; and
- (b) the date upon which Majority Investors shall serve on the Company or at a meeting of the Board a notice ("**Deactivation Notice**") to end such enhancement in respect of that breach. The service of a Deactivation Notice shall not prevent the

Majority Investors from serving a subsequent Enhancement Notice during the same (or any other) Default Period.

5.2.3 In the event of service of (and for the duration it remains effective) an Enhancement Notice each of the holders of "B2" Ordinary Shares shall consent to and procure (so far as they are able) the holding of a general meeting of the Company on short notice pursuant to section 369(3) of the Act, if requested by the Majority Investors.

5.2.4 Each Shareholder hereby irrevocably appoints the Company as his agent (with the power to appoint any member of the Board as a substitute and to delegate to that substitute all or any powers hereby conferred, other than this power of substitution, as if he had been originally appointed as agent) to give effect to the provisions of these Articles.

5.2.5 The Company shall (on becoming aware of the same) notify the Lead Investor in writing that a Default Period has commenced, and such notice (a "**Default Notice**") shall specify the event(s) (by reference to paragraphs (a) to (c) in the definition of "**Default Period**") giving rise to such Default Period. An Enhancement Notice served on the Company in respect of such event shall be valid only if served within six months following receipt by the Lead Investor of the Default Notice, unless agreed otherwise by the Majority Investors and the Majority Shareholder, provided that nothing shall prevent service of an Enhancement Notice in respect of the same Default Period arising out of other events in the definition of "**Default Period**" or service of an Enhancement Notice in respect of another Default Period.

5.3 B1 Participating Dividend Rights and B2 Property and Special Dividend Rights

B1 Participating Dividend

5.3.1 The Company shall before application of any profits to reserve or for any other purpose, other than payment of the Preferential Dividend, pay in aggregate to the members holding "B1" Ordinary Shares a cumulative participating dividend based on a percentage of PAT in the relevant Accounting Period ("**B1 Participating Dividend**") as follows:

Accounting Period ("AP")	% of PAT in the Accounting Period
Last six months of AP ending 30 June 2012	25
AP ending 30 June 2013	25
AP ending 30 June 2014 and each AP thereafter	30

5.3.2 For the purposes of determining the PAT for the last six months of the Accounting Period ending 30 June 2012 the Company shall refer to the Management Accounts of the Group for that relevant Accounting Period for the purposes of apportioning PAT attributable to the last six months of that year provided that the amount of such B1 Participating Dividend derived on the basis of the Management Accounts shall not be less than 50 per cent of the aggregated PAT for the entire 12 month Accounting Period ending 30 June 2012 and, if less, shall be increased to be equal thereto. The payment of the said B1 Preferential Dividend in respect of

the aforementioned six month period shall be made in accordance with Article 5.3.3.

- 5.3.3** The B1 Participating Dividend shall be paid in cash, within 10 days after the annual general meeting of the Company at which the Accounts for the relevant Accounting Period are presented (which must not be later than 120 days after the end of that Accounting Period), to the persons registered as the holders of "B1" Ordinary Shares at that date.
- 5.3.4** The B1 Participating Dividend shall accrue daily from the start of the relevant Accounting Period and in the event of an Exit or return of capital prior to payment, all accruals (and arrears) of the B1 Participating Dividend are payable in full, whether or not then due, on that Exit or return of capital. In the event of an Exit or return of capital which occurs part way through an Accounting Period in which a B1 Participating Dividend is accruing, in the absence of Audited Accounts for that Accounting Period, the holders of "B1" Ordinary Shares shall be entitled to the relevant percentage of accumulated PAT (determined in accordance with Article 5.3.1) determined by reference to the latest Management Accounts (being not older than the calendar month prior to the month in which the Exit occurs).
- 5.3.5** The B1 Participating Dividend will become a debt due from and immediately payable by the Company to the member or members to whom it is payable on the date or dates set out in this Article 5 without any requirement for a recommendation of the Board or a resolution of the members in general meeting in respect of that dividend.
- 5.3.6** If the Company fails to pay in full the B1 Participating Dividend on the due date in question (for whatever reason), the Company will pay to the relevant members on account of the relevant dividends, subject to the order of priority set out in Article 4.2, the maximum sum (if any) which can lawfully be paid by the Company and all arrears will be carried forwards and on each succeeding due date the Company will pay on account of any outstanding balance, in the order of priority set out in Article 4.2, such amount as can lawfully be paid and this procedure will continue until such time as the relevant arrears have been paid in full.
- 5.3.7** Any dispute as to the amount of PAT will be determined in accordance with Article 15.7 which provisions will apply *mutatis mutandis* as if set out in full in this Article, save that reference to "appropriate consideration for any Ordinary Share" shall be deemed references to "PAT for the relevant Accounting Period" and the costs will be paid in full by the Company

Property Dividend

- 5.3.8** If, after the Adoption Date, any member of the Group sells any of the Retained Properties the Company will declare and pay (as soon as reasonably practicable, subject to the Company being able to lawfully pay the same) a dividend payable in cash to the holders of "B2" Ordinary Shares in proportion to the number of "B2" Ordinary Shares held by them (for the purposes of this article 5.3.8 a "**Property Dividend**") of such amount (if any) as is determined in accordance with clause 14 of the Shareholders Agreement.

Special Dividend

- 5.3.9** On the Adoption Date the Company will declare and pay (as soon as reasonable practicable, subject to the Company being able to lawfully pay the same) a dividend (for the purposes of this Article 5.3.9 a "**Special Dividend**") for the holders of "B2" Ordinary Shares in proportion to the number of "B2" Ordinary Shares held by them, in the aggregate sum of £37,732,523.

6. "C1", "C2" AND "C3" ORDINARY SHARES

- 6.1** Except as otherwise provided in these Articles or, in the case of rights to income (but not otherwise) as set out in articles 6.3 to 6.6 or as may otherwise determined by the Board acting with the consent of the Majority Investors and the Majority Shareholder, the "C1" Ordinary Shares, the "C2" Ordinary Shares and the "C3" Ordinary Shares rank pari passu, but they each constitute a separate class of shares. In particular, each share of those classes shall as regards both income and capital rank (save as aforesaid) pari passu in all respects as if they were of one and the same class, save that allocation of any return of capital or allocation of value on Exit shall be subject to the provisions in Article 7. The basis on which the C Shares rank on a return of capital or allocation of value on Exit, as against other shares in the capital of the Company, is set out in Article 4.4 above.

6.2 Voting

Regulation 54 shall apply as regards the voting rights attached to the C Shares

C2 Preference Dividend

- 6.3** Subject to satisfaction of the Dividend Conditions, the Company shall before application of any profits to reserve or for any other purpose, declare and pay on the third anniversary of the Adoption Date, or such later date as the Dividend Conditions are satisfied, in cash to the "C2" Ordinary Shareholders, in proportion to the number of "C2" Ordinary Shares held by them, a dividend or dividends in the aggregate sum of £6,000,000 ("**C2 Preference Dividend**"). For the purposes of this Article 6, the "**Dividend Conditions**" shall mean that:

6.3.1 the Company is lawfully able to pay the C2 Preference Dividend; and

6.3.2 the Group has paid all interest and capital which has fallen due in respect of the Group's banking facilities on the dates on which a C2 Preference Dividend is declared and paid and that the payment of the C2 Preference Dividend will not cause any member of the Group to default under or breach any term of the Group's banking facilities (unless such breach or default is expressly waived in writing by the Group's bankers for the purpose of permitting payment of the C2 Preference Dividend).

- 6.4** The C2 Preference Dividend will become a debt due from and immediately payable by the Company to the member or members to whom it is payable without any requirement for a recommendation of the Board or a resolution of the members in general meeting in respect of that dividend.

- 6.5** If the Company fails to pay in full the C2 Preference Dividend on the due date in question (for whatever reason), the Company will pay to the C2 Ordinary Shareholders the maximum sum (if any) which can then, subject to the Dividend Conditions, lawfully be paid by the Company and all arrears will be carried forwards and such amount of the balance will be paid by the Company as soon as the Dividend

Conditions are met and the Company is lawfully able to do so and this procedure will continue until such time as the relevant arrears have been paid in full.

- 6.6** On Exit any unpaid amount of C2 Preference Dividend shall, subject to the priority provisions in article 4.4, become immediately payable in full regardless of whether the Divided Conditions have been satisfied.

7. RATCHET

- 7.1** The ratchet provisions contained in the Schedule shall apply in full immediately prior to, but conditional on, the occurrence of an Exit. The provisions in Article 4.4 shall apply regarding the priority for allocation of Exit Proceeds.

- 7.2** The provisions in the Schedule shall not, in any way, apply to or affect entitlement to or payment of any arrears and/or accruals of Preferential Dividend, "B1" Participating Dividend, C2 Preference Dividend, the Special Dividend or the Property Dividend or other dividend lawfully declared but not paid in respect of Ordinary Shares and the redesignation of any Ordinary Share into a Deferred Share and/or "A" Deferred Share shall not extinguish any right or entitlement of the holder of such redesignated Ordinary Share to arrears or accruals of any such dividend. The provisions in Article 4.4 shall apply regarding the priority for allocation of dividends.

- 7.3** Redesignation of B Shares and C Shares pursuant to the provisions of this Article 7 and the schedule shall be applied on a pro-rata basis to the number of B Shares held by a holder of B Shares in the case of a redesignation of B Shares, and shall be applied on a pro-rata basis to the number of C Shares held by a holder of C Shares in the case of a redesignation of C Shares. Any fractional shares resulting from the operation of this Article 7 and the Schedule shall be rounded down to the nearest whole share. In the event that the application of this Article 7 and the Schedule would result in a holder of C Shares, or as the case may be B Shares, holding a fraction of 1 (single) C Share or, as the case may be, a fraction of 1 (single) B Share, that fractional entitlement of a single C Share or B Share, as the case may be, shall be treated as rounded down to zero.

8. DEFERRED SHARES AND "A" DEFERRED SHARES

8.1 Dividend Right

The Deferred Shares and "A" Deferred Shares shall not be entitled to any dividend or distribution, whether pursuant to these Articles or otherwise, save to the extent that if a Deferred Share and/or "A" Deferred Share has been redesignated as such by the operation of Article 7 and the Schedule (Ratchet) then, as prescribed by Article 7.2, such Ordinary Share (as redesignated into a Deferred Share and/or "A" Deferred Share) shall be entitled to receive in full and at the prescribed time, any and all arrears and accruals of dividends to which it would have been entitled but for its redesignation into a Deferred Share and/or "A" Deferred Share. As permitted by section 91 of the Act, section 89(1) and section 90(1) to (5) and section 90(6) of the Act shall apply as if the Deferred Shares and "A" Deferred Shares were not relevant shares within the meaning of section 94(5) of the Act.

8.2 Voting

The Deferred Shares and "A" Deferred Shares shall not entitle the holders of such Deferred Shares or "A" Deferred Shares to receive notice of or to attend or vote at any general meeting of the Company by virtue of their holdings of any such Deferred Shares or "A" Deferred Shares.

8.3 Repurchase

Subject to the provisions of the Companies Act 1985 (as amended from time to time), the Company shall be entitled to repurchase the Deferred Shares and/or "A" Deferred Shares for a sum of £1 in aggregate payable to each holder of such Deferred Shares and/or "A" Deferred Shares (as the case may be) provided that, in the case of a Deferred Share and/or "A" Deferred Share resulting from the re-designation of an Ordinary Share by the operation of Article 7 of the Schedule, it shall be a condition of any such repurchase that the Company pays in full any and all arrears or accruals of dividends which remain due of the holder of such Deferred Share and/or "A" Deferred Share, being the dividend entitlement attributed to that share prior to its re-designation from an Ordinary Share, notwithstanding its re-designation into a Deferred Share and/or "A" Deferred Share.

8.4 Transfer

The Deferred Shares and "A" Deferred Shares are not transferable save with the consent of the Majority Investors.

8.5 Capital

The holder of each Deferred Share and the holder of each "A" Deferred Share, *pari passu* as if one class, has the right to receive, after all share capital (including premium) on the Ordinary Shares in issue has been paid, £1 for every £100,000,000,000 of capital returned.

9. INVESTOR DIRECTOR AND MAJORITY SHAREHOLDER DIRECTOR

Right to appoint an Investor Director

- 9.1 The Majority Investors are entitled to appoint a non-executive director to the Board (the "**Investor Director**") and are entitled to remove any such director and appoint another person in that director's place (provided that any such appointee is an employee of the Lead Investor and that, for the avoidance of doubt, such right will not be an additional right to the right of the Majority Investors to appoint the Investor Director under the Shareholders' Agreement and that any such appointment is in accordance with legal and compulsory regulatory requirements of the Company). The initial appointment of the Investor Director shall be made pursuant to the Shareholders' Agreement. Subsequent appointments and removals shall be made by written notice served on the Company. Each such appointment and removal shall take effect forthwith upon such notice being received by the Company.
- 9.2 The Majority Investors shall have the right to appoint an Investor Director to the board of directors of any subsidiary undertaking of the Company and to any committee of the board of any member of the Group and the provisions of Article 9.1 relating to notice shall apply *mutatis mutandis* to any such appointment.
- 9.3 The Majority Investors are also entitled to appoint and remove any person (and to appoint another person in his place) as an observer (the "**Observer**"), provided that any such Observer is an employee of the Lead Investor, to attend all meetings of the Board. Any such person shall be entitled to receive notice of such meetings of the Board as if he was a director of the Board. Any such appointments and removals shall be made by written notice served on the Company. The Observer shall be entitled to attend and speak at any meetings of the directors of any members of the Group and any committees of those boards but shall not be entitled to vote nor shall the Observer be or be regarded as an officer of any member of the Group

Right to appoint a Majority Shareholder Director

- 9.4** The Majority Shareholders are entitled from time to time to appoint and remove one director (the “**Majority Shareholder Director**”) and to appoint another person in his place, subject always to the provisions of articles 9.7 to 9.9 (inclusive). The initial appointment of the Majority Shareholder Director shall be made with effect from the Adoption Date provided that any such appointment is subject to any compulsory regulatory requirements to which the Group is subject. Subsequent appointments and removals shall be made by written notice served on the Company which shall take effect immediately.
- 9.5** Each party shall procure that the Majority Shareholder Director is promptly appointed to the board of directors of any subsidiary undertaking of the Company and to any committee of the board of any member of the Group, as the Majority Shareholder Director may require from time to time provided that any such appointment is subject to any compulsory regulatory requirements to which the Group is subject.
- 9.6** For the avoidance of doubt, the right to appoint the Majority Shareholder Director under these Articles is not an additional right to that conferred by the Shareholders Agreement.
- 9.7** The first Majority Shareholder Director shall be Henry Moser. In the event of a Majority Shareholder Director's:
- 9.7.1** death; or
 - 9.7.2** resignation as a director by reason of ill health or disability; or
 - 9.7.3** disqualification or removal as a director by the operation of the provisions of article 19.11.1;
- the Majority Shareholders may appoint a replacement Majority Shareholder Director with the consent of the Investor Director (such consent not to be unreasonably withheld or delayed). If the proposed replacement is at that time a director of the Company the consent of the Investor Director shall be deemed to have been given for the purposes of this article 9.7. For the avoidance of doubt, the person replacing Henry Moser as the Majority Shareholder Director will not have a casting vote.
- 9.8** If Henry Moser voluntarily resigns as a director of the Company (other than by reason of ill health or disability) the right of the Majority Shareholders to appoint a Majority Shareholder Director shall lapse.
- 9.9** The provisions in these articles of association regarding the appointment of a Majority Shareholder Director or which require the consent of a Majority Shareholder shall apply only for so long as the Trust, Henry Moser and any of their respective permitted assigns under articles 11.2, 11.4 or 11.10, together hold or control in aggregate a majority of the B Shares in issue and, in the event that they cease to do so, the relevant requirements regarding the appointment of a Majority Shareholder Director or to seek Majority Shareholder consent shall no longer apply, but in all other respects these Articles and any other consents required pursuant to them shall remain in full force and effect.

10. PROVISIONS APPLYING ON EVERY TRANSFER OF ORDINARY SHARES

10.1 The directors shall not register a transfer of Ordinary Shares unless:

10.1.1 the transfer is permitted by Articles 11 or 13 or has been made in accordance with Articles 12 or 14 to 16 (inclusive); and

10.1.2 other than in circumstances where all members are selling or being required to sell their Ordinary Shares pursuant to Article 16, the proposed transferee has entered into a deed of adherence to the Shareholders' Agreement, in the form required by that agreement.

10.2 The "A" Preferred Ordinary Shareholders are not entitled to transfer "A" Preferred Ordinary Shares unless the transfer is permitted by Article 13 or has been made in accordance with Articles 14 to 16.

10.3 The "B1" Ordinary Shareholders are not entitled to transfer "B1" Ordinary Shares unless the transfer is permitted by Article 13 or has been made in accordance with Articles 14 to 16 (inclusive).

10.4 The "B2" Ordinary Shareholders are not entitled to transfer "B2" Ordinary Shares unless the transfer is permitted by Article 11 or has been made in accordance with Articles 14 to 16 (inclusive).

10.5 The "C1" Ordinary Shareholders are not entitled to transfer "C1" Ordinary Shares unless the transfer is permitted by Article 13 or has been made in accordance with Articles 14 to 16 (inclusive).

10.6 The "C2" Ordinary Shareholders are not entitled to transfer "C2" Ordinary Shares unless the transfer is permitted by Article 11 or has been made in accordance with Articles 14 to 16 (inclusive).

10.7 The "C3" Ordinary Shareholders are not entitled to transfer "C3" Ordinary Shares unless the transfer is permitted by Article 11 or has been made in accordance with Articles 14 to 16 (inclusive).

10.8 For the purpose of ensuring that a transfer of Ordinary Shares is permitted under these Articles or that no circumstances have arisen whereby a notice is required to be or ought to have been given under these Articles or that an offer is required to be or ought to have been made pursuant to Article 14.3, the Board may, and shall if so requested by an Investor Director, require any shareholder to procure that such person as the Board or the Investor Director may reasonably believe to have information relevant to such purpose, provides the Company with such information and evidence as the Board (or the Investor Director) may think fit regarding any matter which they deem relevant to such purpose. Pending the provision of any such information the Board shall be entitled to refuse to register any relevant transfer. The provisions of this Article shall not apply in relation to any transfer which falls within the provision in Article 15 (Change of Control) and/or Article 16 (Bring-along rights).

11. TRANSFER RESTRICTIONS FOR "B2" ORDINARY SHAREHOLDERS, "C2" ORDINARY SHAREHOLDERS AND "C3" ORDINARY SHAREHOLDERS

No "B2" Ordinary Share, "C2" Ordinary Share or "C3" Ordinary Share may be transferred by a member holding such shares other than:

- 11.1** with the written consent of and on terms agreed by the Investor Director and the Majority Shareholder; or
- 11.2** to a Family Member or a Family Trust provided that:
- 11.2.1** except in the case of holders of "B2" Ordinary Shares or holders of "C2" Ordinary Shares where this Article 11.2.1 shall impose no restriction, no person shall transfer in excess of 50 per cent of his shareholding as at the Adoption Date, without the consent of the Investor Director; and
- 11.2.2** if a person to whom the relevant Ordinary Shares have been transferred pursuant to this Article 11.2 ceases to qualify as a Family Member or ceases to be a trustee of a Family Trust of the beneficial owner of the relevant "C3" Ordinary Shares, that person shall promptly notify the Investor Director in writing and shall transfer the relevant Ordinary Shares to the original transferor or to any other permitted transferee, as determined by this article 11, of such original transferor); or
- 11.3** in the case of "C3" Ordinary Shares, when required by Article 12 or in accordance with an Approved NXC Share Transfer; or
- 11.4** to the personal representatives of relevant "B2", "C2" or "C3" Ordinary Shareholder who has died and in respect of any such member who was an employee of any member of the Group if, or once, the relevant Ordinary Shareholder's personal representatives cannot, or can no longer, be bound to sell those shares pursuant to Article 12 (if applicable);
- 11.5** any relevant Ordinary Shareholder who is a trustee of an Employee Trust may at any time transfer any relevant Ordinary Share to:
- 11.5.1** the new or remaining trustees of the Employee Trust upon any change of trustees; and
- 11.5.2** any beneficiary of the Employee Trust; or
- 11.6** on and after Listing in accordance with the provisions of any underwriting agreement entered into in connection with the Listing; or
- 11.7** in accordance with Article 14;
- 11.8** a transfer giving rise to an Offer under Article 15, as well as in acceptance of an offer by a proposed transferee made under Article 15;
- 11.9** when required by Article 16; or
- 11.10** where Shares are held by trustees under the Trust or a Family Trust:
- 11.10.1** those Shares may, on any change of trustees, be transferred by those trustees to any new trustee of that Family Trust;
- 11.10.2** those Shares may at any time be transferred by those trustees to the settlor of that trust or to any person to whom that settlor could have transferred Shares under Article 11.2 if he had remained the holder of them.

Notwithstanding the provision of any other article, the transfers set out in this Article 11 (other than 11.7) shall be permitted without the requirement to go through the pre-emption procedure in Article 14.

12. COMPULSORY TRANSFER OF "C3" ORDINARY SHARES

12.1 This article applies when an employee or director of or consultant to any member of the Group (other than Henry Moser) who is a "C3" Ordinary Shareholder or who has transferred shares in accordance with Article 11.1, 11.2 or 11.10 (i) ceases for any reason to be an employee or director of or consultant to any member of the Group and is not continuing to be an employee or director or consultant of any other members of the Group (a "**Leaver**") or (ii) attempts to transfer any shares in breach of Article 11.

12.2 Within six months after the Cessation Date, the Board (with the consent of the Investor Director) may serve notice (the "**Sale Notice**") on the Leaver (or his personal representatives in the event of his death or any person to whom he has transferred shares) (each a "**Compulsory Seller**" and together the "**Compulsory Sellers**") requiring such person to offer some or all of the "C3" Ordinary Shares of which such person is the registered holder, or to which he is entitled whether as a result of his holding of "C3" Ordinary Shares or otherwise (the "**Sale Shares**"), to:

12.2.1 a person or persons intended to take the Leaver's place;

12.2.2 save in respect of NXC Shares, any of the existing employees of any member of the Group;

12.2.3 save in respect of NXC Shares, an employees' share scheme of the Group;

12.2.4 save in respect of NXC Shares, the Company; and/or

12.2.5 save in respect of NXC Shares, any other person or persons approved by the Board with the consent of the Investor Director.

(each an "**Offeree**"). The Sale Notice may reserve to the Board (with the consent of the Investor Director) the right to finalise the identity of the Offeree once the price for the Sale Shares has been agreed or certified. For the avoidance of doubt, if the Board (with the consent of the Investor Director) do not determine an Offeree for the purposes of this Article 12.2, the Sale Shares shall be offered to the persons or classes of person identified in Article 14.4.

12.3 The Sale Shares shall be transferred by the Compulsory Seller to the Offeree identified by the Board (with the consent of the Investor Director) free from all liens, charges and other Encumbrances and together with all rights attaching to the Sale Shares on the terms set out in Articles 12.4 to 12.7 (inclusive).

12.4 The price for each Sale Share (the "**Sale Price**") shall be the price agreed between the Compulsory Seller and the Board (with the consent of the Investor Director) or, if they do not agree a price within fourteen days of the date of the Sale Notice, the price certified by the Auditors (or, if the Auditors are unable or unwilling to act for any reason, an Independent Expert), acting as experts and not as arbitrators, to be:

12.4.1 in the case of a Leaver who is a Bad Leaver, the lower of (i) the Issue Price of a Sale Share (or where the Sale Shares were originally acquired by the Compulsory Seller by way of transfer rather than allotment, the lower of the Issue Price and the amount paid by such Compulsory Seller

on a transfer) and (ii) Market Value of a Sale Share on the Cessation Date; or

- 12.4.2** in the case of an Intermediate Leaver, a percentage of his Sale Shares shall be at Market Value and a percentage of his Sale Shares shall be valued at the lower of cost and Market Value on the Cessation Date depending on the date on which the Cessation Date occurs from and after whichever is the later of either (a) the Adoption Date or (b) the date on which the Leaver acquired (whether by transfer or subscription) the relevant Sale Share ("**Relevant Date**"), such percentage to be determined in accordance with the following table:

Time period between Relevant Date and Cessation Date	Percentage of Sale Shares to be valued at Market Value (%)	Percentage of Sale Shares to be valued at lower of cost and Market Value (%)
0 - 60 months	50	50
≥ 60 months < 72 months	60	40
≥ 72 months < 84 months	70	30
≥ 84 months < 96 months	80	20
≥ 96 months < 108 months	90	10
≥ 108 months	100	0

- 12.4.3** in the case of a Good Leaver, the Market Value of a Sale Share on the Cessation Date;

provided always that all Sale Shares held by Joseph Shaoul shall be valued as if he is a Good Leaver unless he resigns as a director of the Company voluntarily or unless his appointment is terminated by the Company by reason of him committing a serious breach of his duties as a director of the Company.

The Auditors shall be instructed to certify the price as soon as possible after being instructed by the Company to do so and their decision shall be final and binding on the parties (save in the case of fraud or manifest error). The costs of the Auditors (or, if the Auditors are unable or unwilling to act for any reason, an Independent Expert), shall be borne by the Company unless (i) such an arrangement would not be permitted by the Act or (ii) the Market Value as determined by the Auditors (or Independent Expert) is not more than that price (if any) which the Board had previously notified to the Leaver as being in its opinion the Market Value, in which event the cost shall be borne by the Leaver.

- 12.5** Within seven days of the Sale Price being agreed or certified:
- 12.5.1** the Company shall notify the Compulsory Seller of the name and address of the Offeree and the number of Sale Shares to be offered to such person; and
- 12.5.2** the Company shall serve notice on the Offeree specifying:
- (a) the number of Sale Shares on offer to him;
 - (b) the Sale Price; and
 - (c) the date, between seven and fourteen days after the date of the notice, on which the sale and purchase of the Sale Shares is to be completed (the "**Completion Date**").
- 12.6** The Compulsory Seller shall deliver to the Company a duly executed stock transfer form in respect of the Sale Shares together with the relevant share certificates (or an indemnity in respect thereof in a form satisfactory to the Board) by the Completion Date. On the Completion Date the Company shall pay the aggregate Sale Price due to the Compulsory Seller, on behalf of the Offeree, to the extent the Offeree has put the Company in the requisite funds. Such payment shall be made in a manner to be agreed between the Company and the Compulsory Seller or, in the absence of such agreement, by cheque to its registered address. The Company's receipt for the aggregate Sale Price shall be a good discharge to the Offeree. The Company shall hold the aggregate Sale Price in trust for the Compulsory Seller without any obligation to pay interest.
- 12.7** If a Compulsory Seller fails to deliver to the Company by the Completion Date duly executed stock transfer forms for all of the Sale Shares which he is due to transfer, the Board may (and shall if requested by the Investor Director) authorise any director to execute, complete and deliver in the name of and on behalf of the Compulsory Seller a transfer of the Sale Shares to the relevant Offeree to the extent the Offeree has, by the Completion Date, put the Company in funds to pay the aggregate Sale Price for the Sale Shares offered to him and the stamp duty applicable to the transfer of Sale Shares to him. The Board shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Compulsory Seller shall surrender to the Company his share certificate (or, where appropriate, provide an indemnity in respect thereof in a form satisfactory to the Board) for the Sale Shares whereupon he shall be entitled to the aggregate Sale Price for the Sale Shares transferred by him.
- 12.8** For the purpose of this Article 12:
- 12.8.1** a "**Bad Leaver**" means a person who resigns or is summarily dismissed in accordance with the terms of his service agreement or employment contract;
- 12.8.2** a "**Good Leaver**" means a person:
- (a) whose contract of employment is terminated by reason of death, permanent ill-health or disability (in each case which, in the reasonable opinion of the Majority Investors and the Majority Shareholder, is sufficiently serious to prevent the relevant person from carrying out his normal duties) or retirement at normal retirement age (for this purpose 60 years of age or on or

after the date which is 10 years from the Adoption Date, whichever is the later); or

- (b) who does not fall within (a) above but is determined by the Board (with the consent of an Investor Director) to be a Good Leaver; and

12.8.3 an "**Intermediate Leaver**" means a person who is not a Bad Leaver nor a Good Leaver.

12.9 Any Sale Shares which are not transferred pursuant to Article 14 (and which are therefore retained by the Compulsory Seller) shall, on a subsequent Sale or Listing, be deemed to have a value equal to the lower of:

12.9.1 the Sale Price on the Cessation Date; and

12.9.2 the Market Value on the Sale or Listing;

and the value of all other Ordinary Shares of that class on the said Sale or Listing shall be adjusted on a pro-rata basis so as to receive any surplus value which, but for this article 12.9, would otherwise have been attributed to the Sale Shares.

12.10 Unless the Board (with the consent of the Investor Director) stipulates otherwise in writing, any "C3" Ordinary Shares held by, or on behalf of, a Compulsory Seller on the Cessation Date (and any shares issued to a Compulsory Seller after the Cessation Date whether by virtue of the exercise of any right or option granted or arising by virtue of the holding of the Sale Shares by the Compulsory Seller) shall cease to confer the right to be entitled to receive notice of or to attend or vote at any general meeting of the Company or at any meeting of the holders of any class of shares in the capital of the Company with effect from the Cessation Date (or, where appropriate, the date of issue of such shares, if later) and such shares shall not be counted in determining the total number of votes which may be cast at any such meeting or *required for the purposes of a written resolution of any members or class of members*. Such right shall be restored immediately upon:

12.10.1 the Company registering a transfer of the Sale Shares pursuant to this Article 12; or

12.10.2 a Sale or Listing.

12.11 Unless the Board (with the consent of an Investor Director) otherwise agrees, any notice relating to the transfer of the Sale Shares or any of them in force at the Cessation Date shall immediately be cancelled (unless all the shares subject to it have already been sold) and no further notice shall be issued or be deemed to be issued in *respect of the Sale Shares except pursuant to this Article 12*.

12.12 No "C3" Ordinary Shares to which this Article applies shall be transferred pursuant to Article 11 until the relevant "C3" Ordinary Shareholder can no longer be bound to sell them under this Article.

13. TRANSFER RESTRICTIONS FOR "A" PREFERRED ORDINARY SHAREHOLDERS, "B1" ORDINARY SHAREHOLDERS OR "C1" ORDINARY SHAREHOLDERS

No "A" Preferred Ordinary Share, "B1" Ordinary Share or "C1" Ordinary Share ("**Investor Shares**") may be transferred other than:

- 13.1 prior to the fifth anniversary of the Adoption Date, with the consent of the Majority Shareholder; or
- 13.2 in the case of an Investor, to a member of that Investor's Group; or
- 13.3 in the case of a member which is, or which holds Investor Shares for or on behalf of a Fund, on a distribution in kind under the constitutional documents of that Fund, to the underlying investors in, or partners or holders of units in, or to shareholders of, participants in or the holders of other interests in such Fund (or to a nominee or trustee for any such partners, holders, members or investors), and any such Ordinary Shares held by any nominee or trustee for such holders, partners, members or investors may be transferred to such holders, partners, members or investors or to another nominee or trustee for such holders, partners, members or investors; or
- 13.4 in the case of a member which holds Investor Shares as a nominee, to the person on whose behalf it holds such shares as nominee or to another person acting as nominee of such person; or
- 13.5 in the case of a member holding Investor Shares in connection with any co-investment scheme, being a scheme under which certain officers, employees or partners of an Investor or its adviser, manager, operator, nominee or any member of its Investor Group are entitled or required (as individuals or through a Fund or any other vehicle) to acquire such relevant Ordinary Shares ("**Co-Investment Scheme**") he may at any time transfer any relevant Ordinary Shares to:
- 13.5.1 another person who holds or is to hold Investor Shares in connection with such Co-Investment Scheme; or
- 13.5.2 any persons on their becoming entitled to the same under the terms of such Co-Investment Scheme; or
- 13.6 in the case of a member holding relevant Investor Shares, as a result of a transfer made after the Adoption Date by a person in relation to whom such relevant member was a permitted transferee under the provisions of these Articles, he may at any time transfer any such Ordinary Share to the person who originally transferred such Ordinary Shares (or to any other permitted transferee of such original transferor); or
- 13.7 to a permitted syndicatee in accordance with the terms of the Shareholders' Agreement; or
- 13.8 pursuant to the Clink Street Option and/or an Approved NXC Share Transfer; or
- 13.9 on and after Listing in accordance with the provisions of any underwriting agreement entered into in connection with the Listing; or
- 13.10 a transfer giving rise to an Offer under Article 15, as well as in acceptance of an offer made by a proposed transferee under Article 15; or
- 13.11 when required by Article 16; or
- 13.12 on or after the fifth anniversary of the Adoption Date, in accordance with Article 14; or
- 13.13 to the Company in accordance with the provisions of the Act; or

- 13.14** to any other Investor (other than to one who has become an Investor as a result of being a permitted syndicatee in accordance with the terms of the Shareholders' Agreement).

Notwithstanding the provisions of any other article, the transfers set out in this Article 13 (other than Articles 13.1 and 13.12) shall be permitted without the requirement to go through the pre-emption procedure in Article 14.

14. PRE-EMPTION RIGHTS

- 14.1** An Ordinary Shareholder (a **"Selling Shareholder"**) who wishes to transfer any Ordinary Shares in circumstances other than:

14.1.1 in the case of "B2" Ordinary Shares, "C2" Ordinary Shares or "C3" Ordinary Shares, those referred to in Articles 11.2 to 11.6 and 11.8 to 11.10; or

14.1.2 in the case of "A" Preferred Ordinary Shares, "B1" Ordinary Shares or "C1" Ordinary Shares (but subject always to Article 13.1), those referred to in Articles 13.2 to 13.11 and Articles 13.13 and 13.14;

shall serve written notice on the Company (the **"Sale Notice"**) stating the number of shares it wishes to transfer (the **"Sale Shares"**) and its asking price for each share (the **"Asking Price"**).

- 14.2** The Selling Shareholder may specify in the Sale Notice that it is only willing to transfer all the Sale Shares, in which case no Sale Shares can be transferred unless offers are received for all of them.

- 14.3** The Sale Notice shall make the Company the agent of the Selling Shareholder for the sale of the Sale Shares on the terms set out in the Sale Notice and in Article 14.4, together with the following additional terms, all of which the Company shall notify in writing to the other Ordinary Shareholders within seven days of the date of the Sale Notice:

14.3.1 the Sale Shares are to be sold free from Encumbrances and together with all rights attaching to them;

14.3.2 any offer by the Ordinary Shareholders to buy some or all of the Sale Shares shall be made in writing to the Company within twenty-one days of the date of the Company's notice (the **"Closing Date"**), failing which the Ordinary Shareholder shall be deemed to have declined the offer; and

14.3.3 on the Closing Date:

(a) the Sale Notice shall become irrevocable; and

(b) each offer made by an Ordinary Shareholder to acquire Sale Shares shall become irrevocable.

- 14.4** Except to the extent that an Offeree (or Offerees) has been determined in accordance with Article 12.2 in respect of the Sale Shares, it will be a term of any offer made pursuant to Article 14.3 that, if members holding Ordinary Shares of more than one class apply for some or all of the Sale Shares, the Sale Shares of a particular class specified in column (1) in the table below will (subject to the proviso below) be treated as offered:

- 14.4.1** in the first instance to all persons in the category set out in the corresponding line in column (2) in the table below;
- 14.4.2** to the extent not accepted by persons in column (2) (whether as part of their Proportionate Entitlement or as Extra Shares), to all persons in the category set out in the corresponding line in column (3) in the table below;
- 14.4.3** to the extent not accepted by persons in columns (2) and (3) (whether as part of their Proportionate Entitlement or as Extra Shares), to all persons set out in the corresponding line in column (4) in the table below; and
- 14.4.4** to the extent not accepted by persons in columns (2) (3) and (4) (whether as part of their Proportionate Entitlement or as Extra Shares), to all persons set out in the corresponding line in column (5) in the table below:

(1)	(2)	(3)	(4)	(5)
Class of Sale Shares	First Priority	Second Priority	Third Priority	Fourth Priority
"A" Preferred Ordinary	"A" Preferred Ordinary Shareholders	holders of B Shares (as if one class)	holders of C Shares (as if one class)	N/a
"B1" Ordinary	holders of B Shares (as if one class)	"A" Preferred Ordinary Shareholders	holders of C Shares (as if one class)	N/a
"B2" Ordinary	holders of B Shares (as if one class)	"A" Preferred Ordinary Shareholders	holders of C Shares (as if one class)	N/a
"C1" Ordinary	holders of C Shares (as if one class)	holders of B Shares (as if one class)	"A" Preferred Ordinary Shareholders	N/a
"C2" Ordinary	holders of C Shares (as if one class)	holders of B Shares (as if one class)	"A" Preferred Ordinary Shareholders	N/a
"C3" Ordinary * Subject to the proviso below	holders of C2 Shares	holders of C Shares (as if one class)	holders of B Shares (as if one class)	"A" Preferred Ordinary Shareholders

provided that if the offer relates to the NXC Shares, the NXC Shares shall first be offered only to the holders of the C1 Ordinary Shares.

- 14.5** It will be a further term of the offer that, if there is competition within any class of shareholder for the Sale Shares offered to that class ("**Class**" for this purpose shall be as per the above table), such Sale Shares will be treated as offered among the holders of such class in proportion (as nearly as possible) to their existing holdings of Ordinary Shares of that class ("**Proportionate Entitlement**"). However, the offer will also invite members to indicate in their applications for Sale Shares, whether they would be willing to buy Ordinary Shares in excess of their Proportionate Entitlement should any such Ordinary Shares be available and, if so, how many ("**Extra Shares**").

Allocation of Shares

- 14.6** Following the Closing Date (or, if sooner, upon receipt from all the Shareholders of valid applications for all of the Sale Shares in accordance with that Article and/or written notifications that they are declining to acquire any Sale Shares), the Board will allocate the Sale Shares as follows:

14.6.1 if the total number of Sale Shares applied for (including Extra Shares) is equal to or less than the available number of Sale Shares, each offeree will be allocated the number applied for in accordance with his application (subject to Article 14.2); or

14.6.2 if the total number of Sale Shares applied for is greater than the available number of Sale Shares, each offeree will be allocated his Proportionate Entitlement, or, if less, the number of Sale Shares which he has applied for; and

14.6.3 applications for Extra Shares will be allocated in accordance with such applications or, in the event of competition within any class of shareholder, among those applying for Extra Shares in such proportions as equal (as nearly as possible) the proportions of all the Shares of the same class held by such offerees.

- 14.7** Allocations of Sale Shares made by the Company pursuant to this Article 14 will constitute the acceptance by the persons to whom they are allocated of the offer to purchase those Sale Shares on the terms offered to them, provided that no person will be obliged to take more than the maximum number of Sale Shares which he has indicated to the Company he is willing to purchase.

- 14.8** Within 10 days after the Closing Date, the Company shall notify the result of the offer to the Selling Shareholder and to those Ordinary Shareholders who offered to buy Sale Shares and, if any Sale Shares are to be sold pursuant to the offer:

14.8.1 the Company shall notify the Selling Shareholder in writing of the names and addresses of the Ordinary Shareholders who are to buy Sale Shares and the number to be bought by each;

14.8.2 the Company shall notify each Ordinary Shareholder in writing of the number of Sale Shares he is to buy; and

14.8.3 the Company's notices shall state a place and time, between seven and fourteen days after the date of the notice, on which the sale and purchase of the Sale Shares is to be completed and the Selling Shareholder shall be obliged to transfer such Sale Shares upon payment of the Asking Price for each such share. However, if the Sale Notice specifies (in accordance with Article 14.2) that the Selling Shareholder is only willing to transfer

all the Sale Shares and the Company does not receive offers for all the Sale Shares, then the provisions of Article 14.10 shall apply.

14.9 If the Selling Shareholder fails to transfer any Sale Shares in accordance with Article 14.8, the Board may (and shall if so requested by the Board with the consent of an Investor Director) authorise any director to execute, complete and deliver in the name of and on behalf of the Selling Shareholder a transfer of the Sale Shares to the relevant Ordinary Shareholders concerned against receipt by the Company of the aggregate Asking Price due from the relevant Ordinary Shareholder(s) concerned plus a sum equal to the stamp duty payable on any such transfer to them. The Company shall hold such sums (other than the stamp duty) in trust for the Selling Shareholder without any obligation to pay interest. The Company's receipt of the aggregate Asking Price due from an Ordinary Shareholder in respect of the Sale Shares to be acquired by him shall be a good discharge to the relevant Ordinary Shareholder. The directors shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Selling Shareholder shall surrender to the Company his share certificate (or, where appropriate, provide an indemnity in respect thereof in a form satisfactory to the Board) for the Sale Shares to be transferred by him whereupon he shall be entitled to the Asking Price for the relevant Sale Shares. If such certificate shall comprise any shares which the Selling Shareholder has not become bound to transfer as aforesaid, the Company shall issue to the Selling Shareholder a new certificate for such shares.

14.10 If, by the Closing Date, the Company has not received offers for all the Sale Shares, the Selling Shareholder may within the next two months transfer the Sale Shares for which offers were not received (or, if the Sale Notice stated that he was only willing to transfer all the Sale Shares, all the Sale Shares) to any person at no less than the Asking Price and otherwise on terms no more favourable than those specified in the Sale Notice **PROVIDED THAT:**

14.10.1 the Board shall refuse registration of any proposed transferee if he is reasonably considered by the Majority Investors and/or Majority Shareholder to be a competitor of the business of the Group or a person connected with such a competitor (or a nominee of either);

14.10.2 if the Selling Shareholder stipulated in the Sale Notice that he was only willing to transfer all the Sale Shares, the Selling Shareholder shall not be entitled, without the written consent of the Majority Shareholder and the Majority Investors, to sell only some of the Sale Shares to such person or persons;

14.10.3 the Board shall refuse registration of the proposed transferee if such transfer obliges the Selling Shareholder to procure the making of an offer pursuant to Article 15.3, until such offer has been made and completed; and

14.10.4 if the Sale Shares were offered for sale by virtue of the operation of Article 12 (Compulsory Transfer of "C3" Ordinary Shares) the Selling Shareholder shall not be entitled to sell such Sale Shares to any person in accordance with this Article 14.10 but if he wishes to transfer any Sale Shares he shall, instead, issue (and shall at any time following notice from the Board be deemed to have issued) another Sale Notice. Pending the issue of another Sale Notice, the Selling Shareholder shall continue to hold such Sale Shares, in respect of which the disenfranchisement provisions in Article 12.9 shall continue to apply, until such time as there is an Exit and/or the provision of Article 16 (Bring Along Rights) apply.

In all cases the Selling Shareholder shall sell the Sale Shares at a price which is no greater than the Sale Price as at the Cessation Date agreed or determined in accordance with Article 12.4.

- 14.11** For the purposes of this Article 14, the definition of "transfer" set out in Article 1.4 shall be amended so that "transfer" shall mean only any sale or other disposition of the legal and equitable ownership of any Ordinary Share.

15. TRANSFERS WHICH CHANGE CONTROL

- 15.1** This Article applies in circumstances other than those referred to in Article 15.2 when a transfer of Ordinary Shares would, if registered, result in a person (the "**Proposed Transferee**") and any other person:

15.1.1 who is connected with him; or

15.1.2 with whom he is acting in concert, as defined in the City Code on Takeovers and Mergers;

(each being "**a member of the purchasing group**") holding or increasing a holding of Ordinary Shares to either:

15.1.3 50 per cent or more in number of the B Shares in issue; or

15.1.4 greater than 50 per cent or more in number of the C Shares then in issue.

- 15.2** This Article does not apply if the transfer of shares is:

15.2.1 permitted by Articles 11.2 to 11.6 (inclusive) and Article 11.10;

15.2.2 permitted by Articles 13.2 to 13.9 (inclusive) and Articles 13.13 and 13.14;

15.2.3 to a person who is an original party to the Shareholders' Agreement as an Investor or an Original Member; or

15.2.4 to a person who has acquired shares pursuant to clause 3 ("**Syndication**") of the Shareholders' Agreement, provided they are members of the Investor Group.

- 15.3** No transfer to which this Article applies may be made or registered unless the Proposed Transferee has made an offer in writing (the "**Offer**") to buy all the other Ordinary Shares (including any Ordinary Shares which may be allotted during the offer period or upon the offer becoming unconditional pursuant to the exercise or *conversion of options over or rights to subscribe for securities convertible into* Ordinary Shares in existence at the date of such offer) on the terms set out in Articles 15.5 and 15.6 (if applicable) (unless, in the case of a particular Ordinary Shareholder less favourable terms are agreed by such Ordinary Shareholder in writing) and the Offer is or has become wholly unconditional.

- 15.4** Any transfer of Ordinary Shares pursuant to this Article shall not be subject to any other restrictions on transfer contained in the remaining Articles.

15.5 The terms of the Offer shall be that:

15.5.1 the Offer shall be open for acceptance for at least fourteen days; and

15.5.2 the consideration for each:

- (a) "A" Preferred Ordinary Share shall be the maximum aggregate capital and income return to which the holders of "A" Preferred Ordinary Shares are entitled in accordance with articles 4.4.4 and 4.4.5;
- (b) B Share shall, taking into account any adjustment appropriate because of the implementation of Article 7 and the Schedule (Ratchet), be the higher of:
 - (i) the highest consideration offered for each B Share whose proposed transfer has led to the Offer; and
 - (ii) the highest consideration paid by any member of the purchasing group for any B Share in the twelve months up to the date of the offer (exclusive of stamp duty, stamp duty reserve tax and commission);

plus any arrears and accruals of dividends due in respect of the share the subject of an Offer.

- (c) C Share shall, taking into account any adjustment appropriate because of the implementation of Article 7 and the Schedule (Ratchet), be the higher of:
 - (i) the highest consideration offered for each C Share whose proposed transfer has led to the Offer; and
 - (ii) the highest consideration paid by any member of the purchasing group for any C Share in the twelve months up to the date of the offer (exclusive of stamp duty, stamp duty reserve tax and commission);

and such offer shall include an undertaking by the offeror that, subject to Article 15.8, neither it nor any person acting by agreement or understanding with it has entered into more favourable terms or has agreed more favourable terms with any other member for the purchase of Ordinary Shares.

15.6 The Offer may be conditional on it resulting in members of the purchasing group holding or increasing their aggregate shareholding to a specified proportion of the Ordinary Shares in issue.

15.7 Any dispute on the appropriate consideration for any Ordinary Share shall be referred by the Company to the Auditors (or the Independent Expert if the Auditors are unable or unwilling to act), acting as experts and not as arbitrators. The decision of the Auditors or the Independent Expert shall be final and binding on the parties (save in the case of fraud or manifest error). The Auditors' or Independent Expert's terms of reference shall be to determine the matters in dispute within twenty-one days of their appointment and the parties shall each provide the Auditors or Independent Expert

with all information relating to the consideration which the Auditors or Independent Expert reasonably require and the Auditors or Independent Expert shall be entitled (to the extent they consider it appropriate) to base their determination on such information. The Proposed Transferee shall pay half the Auditors' or Independent Expert's costs and the holders of the shares in dispute with the Proposed Transferee shall pay the other half.

- 15.8** For the avoidance of doubt, "**consideration**" for the purposes of Article 15.5 above shall be construed as meaning the value or worth of the consideration regardless of the form of the consideration, provided always that any consideration other than in cash shall be in the form of Freely Marketable Securities on a Recognised Investment Exchange;
- 15.9** The Company shall notify the holders of the Ordinary Shares of the terms of any offer extended to them pursuant to Article 15.3 as soon as reasonably practicable upon receiving notice of the same from the Proposed Transferee whereupon any holder of Ordinary Shares (a "**Selling Shareholder**") who wishes to transfer Ordinary Shares to the Proposed Transferee pursuant to the terms of the offer shall serve notice on the Company (the "**Transfer Notice**") at any time before the Proposed Transferee's offer ceases to be open for acceptance (the "**Closing Date**") stating the number of shares it wishes to transfer (the "**Transfer Shares**").
- 15.10** The Selling Shareholder may specify in the Transfer Notice that:
- 15.10.1** *it is only willing to transfer all the Transfer Shares, in which case no Transfer Shares can be sold unless offers are received for all of them; and/or*
- 15.10.2** *the Transfer Shares can only be transferred if a specified proportion of all Ordinary Shares in issue are transferred at the same time.*
- 15.11** The Transfer Notice shall make the Company the agent of the Selling Shareholder for the sale of the Transfer Shares on the terms of the proposed transferee's offer and on any terms specified in the Transfer Notice.
- 15.12** Within seven days after the Closing Date:
- 15.12.1** *the Company shall notify the Proposed Transferee in writing of the names and addresses of the Selling Shareholders who have accepted the offer made by the Proposed Transferee;*
- 15.12.2** *the Company shall notify each Selling Shareholder in writing of the number of Transfer Shares which he/it is to dispose of and the identity of the transferee; and*
- 15.12.3** *the Company's notices shall state the time and place, up to fourteen days after the Closing Date, on which the sale and purchase of the Transfer Shares held by each Selling Shareholder is to be completed.*
- 15.13** If any Selling Shareholder does not transfer his respective Transfer Shares in accordance with Article 15.11 the Board may authorise any director (and will if so requested by the Board or the Investor Director) to execute, complete and deliver in the name of and on behalf of the Selling Shareholders a transfer of the Transfer Shares to the relevant member of the purchasing group against receipt by the Company of the consideration for each Sale Share. The Company shall hold such consideration on trust for the Selling Shareholder without any obligation to pay interest. The

Company's receipt of the consideration shall be a good discharge to the relevant member of the purchasing group. The directors shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Selling Shareholder shall surrender to the Company its share certificate (or, where appropriate, provide an indemnity in respect thereof in a form satisfactory to the Board) for the Transfer Shares to be transferred by him whereupon the defaulting Selling Shareholder shall be entitled to the consideration for the relevant Transfer Shares.

- 15.14** Article 14 (Pre-emption) does not apply to any transfers of shares made under this Article.

16. BRING-ALONG RIGHTS

- 16.1** Subject to the Investor Transfer Condition, if any transfer of Ordinary Shares pursuant to these Articles would, if registered, result in members of the purchasing group (as defined in Article 15.1) holding or increasing their shareholding to:

16.1.1 50 per cent or more in number of the B Shares in issue; and

16.1.2 50 per cent or more in number of the C Shares in issue;

holders of Shares who are proposing to make such transfers so as to give rise to such a situation may serve a notice (a "**Compulsory Purchase Notice**") on each other shareholder holding Ordinary Shares (each a "**Minority Shareholder**"), requiring each Minority Shareholder to transfer all of the Ordinary Shares held by him (free from all liens, charges and other encumbrances and together with full title guarantee) to one or more persons identified in the Compulsory Purchase Notice (each an "**Offeree**") at, subject to the requirements of the Investor Transfer Condition, the consideration specified in Article 15.5.2 on the date specified in the Compulsory Purchase Notice (the "**Completion Date**") being not less than fourteen days after the date of the Compulsory Purchase Notice.

- 16.2** The shares subject to the Compulsory Purchase Notices shall be sold and purchased in accordance with the following provisions, namely:

16.2.1 on or before the Completion Date each Minority Shareholder shall deliver to the Company duly executed stock transfer forms for the Ordinary Shares which are the subject of the Compulsory Purchase Notice and which are held by them (the "**Minority Shares**"), together with the relevant share certificates (or an indemnity in respect thereof in a form satisfactory to the Board); and

16.2.2 if a Minority Shareholder fails to deliver duly executed stock transfer forms for the Minority Shares held by him to the Company by the Completion Date, the Board may (and will if so requested by the Investor Director or by the Majority Shareholder) authorise any director to execute, complete and deliver in the name of and on behalf of the Minority Shareholder a transfer of the Minority Shares to each Offeree to the extent that the Offeree has, by the Completion Date, put the Company in funds to pay for the Minority Shares offered to him. The Board shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Minority Shareholder shall surrender to the Company his share certificate (or, where appropriate, provide an indemnity in respect thereof in a form satisfactory to the Board) for the

Minority Shares formerly held by him whereupon he shall be entitled to the price for the Minority Shares formerly held by him.

16.3 Whilst this Article applies to the Ordinary Shares of a Minority Shareholder, those shares may not be transferred otherwise than under this article.

16.4 Article 14 does not apply to transfers of shares made under this Article.

17. ISSUE AND ALLOTMENT OF NEW SHARES

17.1 Save with the prior written approval of a majority of the holders of "A" Preferred Ordinary Shares, no further "A" Preferred Ordinary Shares, or any class of share ranking or purporting to rank ahead in priority to the "A" Preferred Ordinary Shares in relation to a return of capital, allocation of value on Exit, income right or otherwise, shall be issued.

17.2 Save with the prior written consent of the holders of a majority of the "B1" Ordinary Shares and the holders of a majority of the "B2" Ordinary Shares, no further B Shares shall be issued.

17.3 Subject to Articles 17.1, 17.2 and 17.4 any:

17.3.1 new "A" Preferred Ordinary Shares will be offered by the Board for subscription to the holders of the "A" Preferred Ordinary Shares in such proportions as equal (as nearly as possible) the proportion of "A" Preferred Ordinary Shares held by them respectively at that time;

17.3.2 new B Shares will be offered by the Board for subscription to the holders of B Shares in such proportions as equal (as nearly as possible) the proportion of B Shares held by them respectively at that time;

17.3.3 new C Shares will be offered by the Board for subscription to the holders of C Shares in such proportions as equal (as nearly as possible) the proportion of C Shares held respectively by them at that time.

17.4 During a Default Period, if the offer relates to:

17.4.1 C Shares the offer may (and, if required by the Lead Investor, the offer shall) include conditions that, if one or more Investors ("**Second Round Investors**") are proposing to subscribe for "C1" Ordinary Shares pursuant to the offer and also make loans to the Company at the same time as the proposed issue of "C1" Ordinary Shares ("**Investor Loans**"), then all persons who own "C2" and/or "C3" Ordinary Shares are also required to make loans to the Company ("**C Loans**") if they wish to be offered additional "C2" and/or "C3" Ordinary Shares and further that:

(a) C Loans shall be in the same proportions of loans to equity subscription monies as the proportions proposed to be invested by the Second Round Investors; and

(b) C Loans and Investor Loans shall be made on a pro rata basis according to the number of "C1" Ordinary Shares held by Second Round Investors and the holders of "C2" and/or "C3" Ordinary Shares respectively at that time as if the aggregate number of "C1" Ordinary Shares, "C2" Ordinary Shares and

"C3" Ordinary Shares held by all of those persons represented the entire issued share capital of the Company;

and any holder of C Shares who fails to accept such an offer or who, having accepted such an offer does not meet the conditions or make payment when required in accordance with the terms of the offer, shall not be entitled to subscribe for any C Shares;

17.4.2 any form of equity security other than C Shares ("New Equity") the members holding Ordinary Shares shall, as a condition of the offer of the New Equity, be given an opportunity to subscribe for such proportion of the New Equity together with any loans or other forms of finance which are required to be made or given as a condition of the New Equity subscription (which conditionality is to be determined by the new Investors), as allows them to preserve in all material respects their then current economic rights as reflected by their relative holdings of Ordinary Shares in the capital of the Company and the respective rights attached thereto as at the date of such offer.

17.5 The offer will be made by notice specifying the number and class of Ordinary Shares offered, the price per Ordinary Share, and a time (being not less than 14 days) within which the offer, if not accepted, will be deemed to be declined. At the end of that period or, if earlier, on the receipt of an indication from the person(s) to whom such notice is given that he/they decline(s) to accept some or all of the Ordinary Shares so offered, the Board will offer the declined Ordinary Shares in the same proportions to the holders of Ordinary Shares who have accepted all the Ordinary Shares initially offered to them in accordance with Article 17.3. This further offer will be made in the same manner as the original offer but may, at the discretion of the Board, be limited to a period of seven days after which it will (to the extent that any Ordinary Shares remain unaccepted) be deemed to have been withdrawn.

17.6 Any Ordinary Shares not taken up at the end of the procedure set out in Articles 17.3 and 17.4 may be offered by the Board to a third party, and, subject to these articles and the provisions of section 80 of the Companies Act, such Shares will be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms as they think fit. However:

17.6.1 no Ordinary Shares will be issued at a discount;

17.6.2 no Ordinary Shares will be issued more than three months after the end of the period for acceptance of the last offer of such Ordinary Shares under Articles 17.3 and 17.4 unless the procedure set out in those Articles is repeated in respect of such Ordinary Shares; and

17.6.3 no Ordinary Shares will be issued on terms which are more favourable than those on which they were offered to the existing Shareholders.

17.7 The provisions of sections 89(1) and 90(1) to (6) of the Companies Act will not apply to the Company.

17.8 If, due to any inequality between the number of new Ordinary Shares to be issued and the number of Ordinary Shares held by existing Shareholders entitled to have the offer of new Ordinary Shares made to them, any difficulty arises in the apportionment of any such new Ordinary Shares amongst the existing Shareholders, such difficulties will be determined by the Auditors.

- 17.9** There shall be no right of pre-emption conferred by section 89 of the Act, by any provision in this Article 17 or otherwise in respect of the allotment and issue of Deferred Shares.

18. VARIATION OF CLASS RIGHTS

- 18.1** The rights attaching to the "A" Preferred Ordinary Shares shall only be adversely varied with the consent in writing of the holders of not less than 75 per cent. of the "A" Preferred Ordinary Shares or by an extraordinary resolution passed at a separate class meeting of the holders of the "A" Preferred Ordinary Shares. Any variation which does not adversely affect their rights shall not require such consent.

- 18.2** The rights attaching to the "B1" Ordinary Shares shall only be adversely varied with the consent in writing of the holders of not less than 75 per cent. of the "B1" Ordinary Shares or by an extraordinary resolution passed at a separate class meeting of the holders of the "B1" Ordinary Shares. Any variation which does not adversely affect their rights shall not require such consent.

- 18.3** The rights attaching to the "C1" Ordinary Shares shall only be adversely varied with the consent in writing of the holders of not less than 75 per cent. of the "C1" Ordinary Shares or by an extraordinary resolution passed at a separate class meeting of the holders of the "C1" Ordinary Shares. Any variation which does not adversely affect their rights shall not require such consent.

- 18.4** The provisions of these Articles relating to general meetings of the Company or to the proceedings at such meetings shall, *mutatis mutandis*, apply to any separate meeting of the holders of any class of shares except that the necessary quorum at any such meeting (other than an adjourned meeting) shall be two persons holding or representing by proxy at least one-third in nominal amount of the issued shares of the class (unless all the shares of any class are registered in the name of a single shareholder in which case the quorum shall be that person, his proxy or duly authorised representative of such shareholder).

- 18.5** At any adjourned meeting the necessary quorum shall be one person holding shares of the class or his proxy. Every holder of shares of the class shall, on a poll, have one vote in respect of every share of the class held by him and a poll may be demanded by any one holder of shares of the class whether present in person or by proxy.

19. GENERAL PROVISIONS

19.1 Share Certificates

Regulation 6 of Table A is modified by the inclusion of the following words after the words "with the seal" in the second sentence of regulation 6: "or shall be signed by a director and the secretary of the Company, or by two directors of the Company . . ."

19.2 Purchase of Own Shares

Regulation 35 of Table A shall be modified by the deletion of the words "otherwise than out of distributable profits of the company or the proceeds of a fresh issue of shares" and the substitution for them of the words ", whether out of its distributable profits or out of the proceeds of a fresh issue of shares or otherwise".

19.3 General Meetings

19.3.1 Regulation 37 of Table A is modified by the deletion of the words "eight weeks" and the substitution for them of the words "twenty-eight days".

19.3.2 A general meeting may consist of a conference between members some or all of whom are in different places provided that each member who participates is able:

- (a) to hear each of the other participating members addressing the meeting; and
- (b) if he so wishes, to address all of the other participating members simultaneously,

whether directly, by conference telephone or by any other form of communications equipment (whether in use when these Articles are adopted or not) or by a combination of those methods.

A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of members required to form a quorum. A meeting held in this way is deemed to take place at the place where the largest group of participating members is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates. A resolution put to the vote of a meeting shall be decided by each member indicating to the chairman (in such manner as the chairman may direct) whether the member votes in favour of or against the resolution or abstains. References in this Article to members shall include their duly appointed proxies and, in the case of corporate members, their duly authorised representatives.

19.4 Notice of General Meetings

An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or an elective resolution must be called by at least twenty-one clear days' notice. All other extraordinary general meetings must be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed:

19.4.1 in the case of an annual general meeting or a meeting called for the passing of an elective resolution, by all the members entitled to attend and vote at that meeting; and

19.4.2 in the case of any other meeting, by a majority in number of the members having a right to attend and vote, being a majority (i) together holding not less than such percentage in nominal value of the shares giving that right as has been determined by elective resolution of the members in accordance with the Act, or (ii) if no such elective resolution is in force, together holding not less than 95 per cent. in nominal value of the shares giving that right.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify that the meeting is an annual general meeting.

Subject to the provisions of the Articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors.

19.5 Proceedings at General Meetings

- 19.5.1** No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business and for its duration. Subject to Article 19.5.3, two persons entitled to vote upon the business to be transacted, one of whom shall be an Investor (unless the Majority Investors otherwise agree in writing) and one of whom shall be Henry Moser for so long as he holds B Shares (unless Henry Moser agrees otherwise in writing), each being a member or a proxy for a member or a duly authorised representative of a corporation shall be a quorum. If a meeting is adjourned pursuant to regulation 41 of Table A because a quorum is not present and at the adjourned meeting a quorum is not present within half an hour of the time set for that meeting, the members present shall be a quorum.
- 19.5.2** In the event of a meeting held during a Default Period in which an Enhancement Notice has been served for the purposes of Article 5, the quorum for a general meeting shall, until such time as a Deactivation Notice is served, be at least one person holding "B1" Ordinary Shares.
- 19.5.3** A corporation which is a member of the Company 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 meeting of any class of members of the Company. The person so authorised is entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member.
- 19.5.4** A poll may be demanded by the chairman or by any member present in person or by proxy and entitled to vote and regulation 46 of Table A is modified accordingly.
- 19.5.5** Regulation 51 of Table A is amended by replacing the first and second sentences with the following words: "A poll demanded shall be taken forthwith".
- 19.5.6** Regulation 53 of Table A is modified by the addition of the following words after the words "each member" "(or by any director or the secretary of a corporation who is a member)" and by the addition at the end of the first sentence of the following sentence: "If a resolution in writing is described as a special resolution or as an extraordinary resolution or as an elective resolution, it shall have effect accordingly."
- 19.5.7** Regulation 50 of Table A is modified so that in the case of an equality of votes, *for so long as Henry Neville Moser holds shares in the Company*, he shall have a second or casting vote to the exclusion of the chairman and in all other circumstances the chairman shall have the casting vote and Regulation 50 shall be amended accordingly.

19.6 Votes of Members

- 19.6.1** A proxy shall be entitled to vote on a show of hands and regulation 54 shall be construed accordingly.
- 19.6.2** Regulation 57 of Table A is modified by the inclusion after the word "shall" of the phrase ",unless the directors otherwise determine,".

19.6.3 Regulation 59 of Table A is modified by the addition at the end of the second sentence of the following sentence: "Deposit of an instrument of proxy shall not preclude a member from attending and voting at the meeting or at any adjournment of it."

19.6.4 An instrument appointing a proxy must be in writing in any usual form or in any other form which the directors may approve and must be executed by or on behalf of the appointor.

19.6.5 Regulation 62 of Table A is modified by the deletion in paragraph (a) of the words "deposited at" and by the substitution for them of the words "left at or sent by post or by facsimile transmission to", by the substitution in paragraph (a) of the words "one hour" in place of "forty-eight hours" and by the substitution in paragraph (b) of the words "one hour" in place of "twenty-four hours".

19.7 Number of Directors

The minimum number of directors shall be one and the maximum number of directors shall be eight unless otherwise agreed by the Majority Investors and the Majority Shareholder.

19.8 Alternate Directors

19.8.1 The Investor Director may appoint any person (being an employee of the Lead Investor) willing to act, whether or not he is a director of the Company, to be an alternate director provided that any such appointment is made in accordance with any compulsory requirements of the Financial Services Authority. That person need not be approved by resolution of the directors and regulation 65 of Table A is modified accordingly. In regulation 67 of Table A the words "but, if" and those words which follow to the end of the regulation shall be deleted.

19.8.2 Henry Moser may appoint any person (being an employee of the Company) willing to act, whether or not he is a director of the Company, to be an alternate director provided that any such appointment is made in accordance with any compulsory requirements of the Financial Services Authority. That person need not be approved by resolution of the directors and regulation 67 of Table A the words "but, if" and those words which follow to the end of the regulation shall be deleted.

19.8.3 An alternate director who is absent from the United Kingdom is entitled to receive notice of all meetings of directors and meetings of committees of directors of which his appointor is a member. An alternate director may waive the requirement that notice be given to him of a meeting of directors or a committee of directors of which his appointor is a member, either prospectively or retrospectively. Regulation 66 of Table A is modified accordingly.

19.8.4 An alternate director shall not be entitled as such to receive any remuneration from the Company although he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of regulation 66 of Table A shall be modified accordingly.

19.8.5 A director, or any other person mentioned in regulation 65 of Table A, may act as an alternate director to represent more than one director, and an alternate director shall be entitled at any meeting of the Board to one vote for every director whom he represents in addition to his own vote (if any) as a director (including, in addition in the case of an alternate director appointed by Henry Moser, the casting vote of that director), but he shall count as only one person for the purpose of determining whether a quorum is present.

19.8.6 Regulation 68 of Table A is modified by the addition at the end of the first sentence of the following sentence: "Any such notice may be left at or sent by post or facsimile transmission to the office or another place designated for the purpose by the directors."

19.9 Delegation of Directors' Powers

Regulation 72 of Table A is modified by the addition at the end of the regulation of the following sentence: "Where a provision of the Articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision must be construed as permitting the exercise of the power, authority or discretion by the committee."

19.10 Appointment and Retirement of Directors

19.10.1 The directors are not subject to retirement by rotation. Regulations 73, 74 and 75 of Table A do not apply, and reference in regulations 67, 78 and 84 of Table A to retirement by rotation is to be disregarded.

19.10.2 The Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director provided that such appointment is also approved by the Board.

19.10.3 A person appointed by the directors to fill a vacancy or as an additional director is not required to retire from office at the annual general meeting next following his appointment and the last two sentences of regulation 79 of Table A are deleted.

19.10.4 The holder or holders of more than half in nominal value of the shares giving the right to attend and vote at general meetings of the Company may by serving notice on the Company remove a director from office and appoint a person to be a director, provided that such removal or appointment is also approved by the Board. The notice may consist of several documents in similar form each signed by or on behalf of one or more holders and shall be left at, or sent by post or facsimile transmission to the registered office of the Company or such other place designated by the directors for the purpose. A removal or appointment takes effect when the notice is received by the Company or on such later date (if any) specified in the notice. This Article does not apply to the removal or appointment of the Investor Director nor the appointment or removal of the Majority Shareholder Director as a director.

19.10.5 No person shall be or become incapable of being appointed a director by reason only of his having attained the age of 70 or any other age nor shall any special notice be required in connection with the appointment or the approval of the appointment of such person, and no director shall vacate his office at any time by reason only of the fact that he has attained the

age of 70 or any other age. Section 293 of the Act shall not apply to the Company.

19.11 Disqualification and Removal of Directors

19.11.1 The office of a director shall be vacated if:

- (a) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director;
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (c) he becomes, in the reasonable opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as director;
- (d) he resigns his office by notice in writing to the Company;
- (e) he is guilty of fraud; or
- (f) he commits a material breach of clause 5 (Restrictive Covenants) of the Shareholders' Agreement which is not remedied within five Business Days following notice from the Majority Investors requiring that breach to be remedied;
- (g) he has for more than six consecutive months been absent without permission of the directors from meetings of directors held during that period and his alternate director (if any) has not during that period attended any such meetings instead of him, and the directors resolve that his office be vacated;
- (h) other than in the case of an Investor Director or the Majority Shareholder Director, he is removed from office by notice addressed to him at his last-known address and signed by all his co-directors; or
- (i) other than in the case of the Investor Director or the Majority Shareholder Director, he is removed from office in accordance with Article 19.10.4, but for the avoidance of doubt, during a Default Period in which an Enhancement Notice has been served the enhanced voting rights conferred by Article 5 shall not be applicable to voting on any resolution to remove the Majority Shareholder Director pursuant to Article 19.10.4; or
- (j) other than Henry Moser for so long as he holds Ordinary Shares in the Company (but not for the avoidance of doubt any person other than Henry Moser who may from time to time be a Majority Shareholder Director), being:
 - (i) an executive director he shall, for whatever reason, cease to be employed by or have had his employment terminated (whether or not in breach) by any member of the Group and does not continue to be employed by any member of the Group; or

(ii) a non-executive director he shall, for whatever reason, cease to be engaged by or have had his contract for services terminated (whether or not in breach) by any member of the Group and does not continue to be engaged by any member of the Group as a non-executive director; or

(k) he ceases to be an approved person for the purposes of the Financial Services Authority and any other competent authority regulating the affairs of the Company.

19.11.2 Those persons voting against a resolution under section 303 of the Act to remove the Investor Director or voting against a resolution to amend or alter this Article 19.11.2, Article 19.11.1 or Article 9 or to alter their respective effect are deemed, in respect of that resolution, to have votes which together carry at least one vote in excess of 75 per cent. of the votes exercisable at the general meeting at which such a resolution is to be proposed and such votes shall be apportioned amongst such persons in the proportions in which they hold shares in the capital of the Company and regulation 54 of Table A is modified accordingly.

19.12 Remuneration of Directors

A director who, at the request of the other directors, goes or resides abroad, makes a special journey or performs a special service on behalf of the Company may be paid such reasonable additional remuneration (whether by way of salary, percentage of profits or otherwise) and expenses as the directors (including the Investor Director) may decide.

19.13 Directors' appointments and interests

19.13.1 Regulation 84 of Table A shall not apply to the Company.

19.13.2 Regulation 85 of Table A shall be modified by the addition of the words: "and except in the case of the Investor Director, to the consent of the Majority Investors" after the words "provisions of the Act" and before the words ", and provided that he has disclosed" in the first sentence of regulation 85.

19.14 Directors' gratuities and pensions

Regulation 87 shall be modified by the addition of the words: "with the consent of the Majority Investors" after the words "The directors" and before the words "may provide benefits" in the first sentence of regulation 87.

19.15 Proceedings of Directors

19.15.1 Regulation 88 of Table A is modified:

(a) by the exclusion of the third sentence and the substitution for it of the following sentences: "Every director shall receive notice of a meeting, whether or not he is absent from the United Kingdom. A director may waive the requirement that notice be given to him of a meeting of directors or a committee of directors, either prospectively or retrospectively" and by the

addition of the word "not" between the words "shall" and "have" in the fourth sentence; and

- (b) so that in the case of an equality of votes, for so long as Henry Neville Moser holds shares in the Company, he shall have a second or casting vote at any meeting of the Board (to the exclusion of the chairman) and in all other circumstances the chairman shall have the casting vote and Regulation 88 shall be deemed amended accordingly, provided always that there shall be no casting vote at any meeting of a committee of the Board.

19.15.2 The quorum for the transaction of the business of the directors shall be two directors present throughout the meeting of whom one is an Investor Director (if appointed), unless otherwise agreed in writing by the Majority Investors and the other, if appointed, the Majority Shareholder Director (unless otherwise agreed in writing by the Majority Shareholders). If a quorum is not present at any meeting of the Board within half an hour of the appointed time, or if during a meeting such quorum ceases to be present, the meeting shall be adjourned to the same day in the next week at the same time and place, or to such later time and place as the chairman of the Board may determine. If at the adjourned meeting (subject to the directors having received at least five days' notice of the adjournment) a quorum is still not present within half an hour of the time set for that meeting, the directors present shall form a quorum.

19.15.3 A director or his alternate may validly participate in a meeting of the directors or a committee of directors through the medium of conference telephone or similar form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person participating in this way is deemed to be present in person at the meeting and is counted in a quorum and entitled to vote. Subject to the Act, all business transacted in this way by the directors or a committee of the directors is for the purposes of the Articles deemed to be validly and effectively transacted at a meeting of the directors or of a committee of the directors although fewer than two directors or alternate directors are physically present at the same place. The meeting is 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.

19.15.4 Meetings of the board of directors shall take place no less frequently than every eight weeks and at least ten days' notice shall be given to each director of such a meeting provided that with the consent of a majority of the directors, including an Investor Director and Majority Shareholder Director, board meetings may be held less frequently and/or convened on shorter notice.

19.15.5 If and for so long as there is a sole director of the Company:

- (a) he may exercise all the powers conferred on the directors by the Articles by any means permitted by the Articles or the Act;
- (b) for the purpose of regulation 89 of Table A the quorum for the transaction of business is one; and

- (c) all other provisions of the Articles apply with any necessary modification (unless the provision expressly provides otherwise).

19.15.6 Without prejudice to the obligation of any director to disclose his interest in accordance with section 317 of the Act, a director may vote at a meeting of directors or of a committee of directors on any resolution *concerning a matter in which he has, directly or indirectly, an interest or duty* provided that he has first obtained the consent of the Board including the Investor Director's approval (unless the director concerned is an Investor Director, in which case no such consent shall be required). The director shall be counted in the quorum present when any such resolution is under consideration and if he votes, his vote shall be counted.

19.16 Dividends

19.16.1 The directors may deduct from a dividend or other monies payable to a member on or in respect of a share any amounts presently payable by him to the Company in respect of that share.

19.16.2 Regulation 103 of Table A shall be modified by the addition of the following words: "with the consent of the Majority Investors" after the words "the directors" in the first sentence of regulation 103.

19.17 Capitalisation of Profits

The directors may, with the authority of an ordinary resolution of the Company, resolve that any shares allotted under regulation 110 of Table A to any member in respect of a holding by him of any partly paid shares shall, so long as those shares remain partly paid, rank for dividends only to the extent that those partly paid shares rank for dividend and regulation 110 of Table A shall be modified accordingly.

19.18 Notices

19.18.1 Regulation 112 of Table A is modified by:

- (a) the addition of the following sentence at the end of the first sentence of regulation 112: "Without prejudice to any provision of the Act or any other legislation or to any other provisions of these Articles requiring notices or documents to be delivered in a particular way, the Company may also give any notice to a member by fax (except for share certificates) to a fax number notified by the shareholder in writing or by electronic mail or by any other data transmission process (except for share certificates) to an address notified by the shareholder in writing for such purpose; and
- (b) by the deletion of the last sentence and the substitution for it of the following: "A member whose registered address is not within the United Kingdom is entitled to have notices given to him at that address."

19.18.2 A notice sent to a member (or to another person entitled to receive notices under the Articles) by post to an address within the United Kingdom is deemed to be given:

- (a) twenty-four hours after posting, if prepaid as first class; or
- (b) seventy-two hours after posting, if prepaid as second class.

A notice sent to a member (or to another person entitled to receive notices under the Articles) by post to an address outside the United Kingdom is deemed to be given 72 hours after posting, if prepaid as airmail. Proof that an envelope containing the notice was properly addressed, prepaid and posted is conclusive evidence that the notice was given. A notice not sent by post but left at a member's registered address is deemed to have been given on the day it was left. A notice or document (other than a share certificate) sent by fax is treated as being delivered at the time it was sent. A notice or document (other than a share certificate) sent by electronic mail or by any other data transmission process is treated as being delivered at the time it was sent.

19.18.3 Regulation 116 of Table A is modified by the deletion of the words "within the United Kingdom".

19.18.4 Where the Articles require notice to be given by the holders of a stated percentage of shares, notice may consist of several documents in similar form each signed by or on behalf of one or more shareholders.

19.18.5 Members can deliver a notice or other document to the Company:

- (a) by delivering it by hand to the registered office of the Company from time to time;
- (b) by sending it by post or other delivery service not referred to below in an envelope (with postage or delivery paid) to the registered office of the Company from time to time;
- (c) by fax to the fax number notified by the Company in its communications to shareholders for this purpose; or
- (d) so far as the legislation allows, by electronic mail or by any other data transmission process to the address notified by the Company in its communications to shareholders for this purpose.

A notice or document delivered by hand is treated as being delivered at the time it is left at the registered office of the Company from time to time.

A notice or document sent by post or other delivery service not referred to below is treated as being delivered at the time it is received at the registered office of the Company from time to time.

A notice or document sent by fax is treated as being delivered at the time it was received.

A notice or document sent by electronic mail or by any other data transmission process is treated as being delivered at the time it was received.

This Article does not affect any provision of the Act or any other legislation or any other provisions of the Articles requiring notices or documents to be delivered in a particular way.

19.19 Indemnity

19.19.1 The Company may indemnify, out of the assets of the Company, any director of the Company or of any associated company against all losses *and liabilities which he may sustain or incur in the execution of the duties* of his office or otherwise in relation thereto, provided that this Article 19.19.1 shall only have effect insofar as its provisions are not void under sections 309A or 309B of the Act.

19.19.2 Subject to sections 337(4) to (6) of the Act, the Company may provide a director of the Company with funds to meet expenditure incurred or to be incurred by him in defending any civil or criminal proceedings brought or threatened against him in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or in connection with any application under sections 144(3) or (4) or section 727 of the Act, and the Company shall be permitted to take or omit to take any action or enter into any arrangement which would otherwise be prohibited under section 330 of the Act to enable a director to avoid incurring such expenditure.

19.19.3 The Company shall be entitled to purchase and maintain insurance for any director of the Company or of any associated company against any liability attaching to any such person in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or any such associated company.

19.19.4 For the purpose of Articles 19.19.1 and 19.19.3 above, the expression "associated company" shall mean a company which is either a subsidiary or a holding company of the Company or a subsidiary of such holding company as such terms are defined in the Act.

19.20 Borrowing Powers of Directors

The directors may exercise all the powers of the Company to borrow and raise money and to mortgage and charge all or any part of the undertaking, property and uncalled capital of the Company and, subject to the provisions of the Act, to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

SCHEDULE

Ratchet

1. DEFINITIONS AND INTERPRETATION

1.1 In these articles the following words and expressions will have the following meanings:

"Authorised Bank" means a recognised UK clearing bank;

"Cash Equivalent" means:

- (a) where the consideration comprises Freely Marketable Securities in connection with a Sale, the average of the middle market prices at the close of dealings on each of the five dealing days prior to the Sale Date and in connection with a Listing, the issue price of the Ordinary Shares set out in the prospectus or listing particulars published in connection with the Listing;
- (b) where the consideration comprises loan notes, loan stock or other debt instruments guaranteed unconditionally by an Authorised Bank, the face value of such loan notes;
- (c) where the consideration comprises unlisted securities or other instruments not guaranteed by an Authorised Bank, such amount as the members (including, for the avoidance of doubt, a Shareholder Majority and an Investor Majority) agree to be the fair current value of the same;
- (d) where the consideration comprises future fixed payments, such amount as a Shareholder Majority, an Investor Majority and the holders of a majority in number of the "C3" Ordinary Shares shall together agree to be the fair value of the same (in the absence of agreement, such matter to be determined as provided in paragraph 1.2);
- (e) where the consideration comprises future contingent payments, nil value (for the avoidance of doubt, this would only exclude any such payments for the purposes of calculating Exit Proceeds, but in the event that a contingent payment became non-contingent, any such payment would be to such persons or in respect of such shares as it would otherwise have been payable notwithstanding the provision in this schedule);

and any dispute as to the value of the Cash Equivalent will be determined in accordance with paragraph 1.2, whose provisions shall apply in full as if set out in full in this definition.

"Exit Date" means a Listing Date, a Sale Date or a Winding-up Date, as the case may be;

"Exit Proceeds" means an amount equal to the Market Capitalisation, but, for the avoidance of doubt, excluding any arrears and accruals of Preferential Dividend, "B1" Participating Dividend, C2 Preference Dividend, Special

Dividend and Property Dividend and any other dividend lawfully declared but not paid and which is due and payable in full on Exit;

"First Threshold" means an amount equal to the sum of £116,500,000;

"Fourth Threshold" means an amount equal to the sum of £543,700,000;

"Fifth Threshold" means an amount equal to the sum of £834,950,000;

"Listing Date" means the date of a Listing;

"Market Capitalisation" means:

- (a) in the case of a Listing, the valuation placed on all of the Ordinary Shares in issue immediately prior to the Listing, as shown in the prospectus or listing particulars published in connection with the Listing, less the gross amount of any new money raised by the Company in connection with the Listing from a subscription of new shares and (save to the extent covered by new money raised) less the costs properly and lawfully incurred by the Company in connection with the Listing; or
- (b) in the case of a Sale, the aggregate price or value of the consideration to be paid in cash or Cash Equivalent for all of the Equity Shares in issue immediately prior to the Share Sale; or,
- (c) in the case of a Winding-up the amount available for distribution to the Members,

in each case excluding any amounts attributable to arrears and accruals of Preferential Dividend, "B1" Participating Dividend, Property Dividend, Special Dividend and C2 Preference Dividend or any other dividend lawfully declared but not paid in respect of Ordinary Shares, and any dispute as to the calculation of or any adjustment to be made to the Market Capitalisation for the purposes of these articles will be determined in accordance with paragraph 1.2, whose provisions will apply in full as if set out in this definition;

"Sale Date" means the date of completion of a Sale;

"Second Threshold" means an amount equal to the sum of £310,700,000;

"Third Threshold" means an amount equal to the sum of £321,951,166.80 or, if the provisions in paragraph 2.7 apply such that the Investors (or any member of the Investors Group) hold 15% of the C Shares in issue, £322,052,850.30; and

"Winding-up Date" means the date of a Winding-up.

1.2 In the event of a dispute regarding the application of any provision in this Schedule, the provisions of Article 15.7 shall apply as if set out herein, mutatis mutandis, save that:

1.2.1 the Auditors or, as the case may be, the Independent Expert, shall be required to reach a decision in respect of the relevant matter in dispute hereunder;

- 1.2.2 the Auditors, or as the case may be, the Independent Expert, shall be instructed to determine matters in dispute within five Business Days of their appointment; and
- 1.2.3 the costs of such determination shall be borne by the Company unless such arrangement is not permitted by the Act, in which case the members shall bear the costs on a pro rata basis to the aggregate number of B Shares and C Shares held by them following the application of the provisions of this Schedule (following determination by the Auditors or, as the case may be, the Independent Expert, of matters in issue).
- 1.3 Reference in this Schedule to a number of Ordinary Shares to be redesignated, expressed in formulas as "B1toCon", "B2toCon", "C1toCon", "C2toCon" or "C3toCon" or similar, shall be rounded up to the nearest whole Ordinary Share if the result of applying the same would result in a fractional share redesignation. The provisions of article 7.3 shall apply with regard any fractional shares resulting from the pro-rata application of such redesignation as between the members holding Ordinary Shares of any class the subject of such redesignation.
- 1.4 In this schedule any reference to redesignation of a "B1" Ordinary Share and/or a "B2" Ordinary Share into a Deferred Share shall be construed as subdividing and redesignating each such "B1" Ordinary Share of 49.9p and/or a "B2" Ordinary Share of 49.9p, as the case may be, into 49 Deferred Shares of 1p and 9 "A" Deferred Shares of 0.1p and the provisions of this schedule and the remaining provisions in these articles of association shall be applied accordingly.

2. SHARE RIGHTS - RATCHET ADJUSTMENTS

Exit Proceeds \leq First Threshold

- 2.1 If the Exit Proceeds are less than or equal to the First Threshold then:
 - 2.1.1 all of the B1 Ordinary, B2 Ordinary Shares, C1 Ordinary Shares, C2 Ordinary Shares and the C3 Ordinary Shares shall automatically be redesignated into that number of Deferred Shares which is such that the total nominal value of the B1 Ordinary, B2 Ordinary Shares, C1 Ordinary Shares, C2 Ordinary Shares and the C3 Ordinary Shares which are to be redesignated is equal to the total nominal value of the Deferred Shares into which the said B1 Ordinary, B2 Ordinary Shares, C1 Ordinary Shares, C2 Ordinary Shares and the C3 Ordinary Shares are to be redesignated; and,
 - 2.1.2 following such redesignation the class of Deferred Shares may at the election of the Board be redeemed for an aggregate sum of 1p (which sum the relevant holders authorise the Board to retain for the benefit of the Company); and,
 - 2.1.3 the class of A Preferred Ordinary Shares shall be entitled to exercise one vote on a poll.

Exit Proceeds >First Threshold but ≤ Second Threshold

2.2 If the Exit Proceeds are greater than the First Threshold but less than or equal to the Second Threshold then:

2.2.1 all of the C1 Ordinary Shares, C2 Ordinary Shares and the C3 Ordinary Shares shall automatically be redesignated into that number of Deferred Shares which is such that the total nominal value of the C1 Ordinary Shares, C2 Ordinary Shares and the C3 Ordinary Shares which are to be redesignated is equal to the total nominal value of the Deferred Shares into which the said C1 Ordinary Shares, C2 Ordinary Shares and the C3 Ordinary Shares are to be redesignated; and,

2.2.2 following such redesignation the class of Deferred Shares may at the election of the Board be redeemed for an aggregate sum of 1p (which sum the relevant holders authorise the Board to retain for the benefit of the Company).

Exit Proceeds >Second Threshold but ≤Third Threshold

2.3 If the Exit Proceeds are greater than the Second Threshold but less than or equal to the Third Threshold then a number of the C1 Ordinary Shares, C2 Ordinary Shares and the C3 Ordinary Shares shall automatically be redesignated into a number of Deferred Shares. The number of C1 Ordinary Shares, C2 Ordinary Shares and C3 Ordinary Shares which automatically redesignate into Deferred Shares shall be determined in accordance with the provisions of paragraph 2.3.1 (in the case of C1 Ordinary Shares) and paragraph 2.3.2 (in the case of C2 Ordinary Shares) and paragraph 2.3.3 (in the case of C3 Ordinary Shares)

2.3.1 The number of C1 Ordinary Shares to be redesignated into Deferred Shares shall be determined in accordance with the following formula:

$$C1toCon = C1 - \left[0.2475 \left[\left[\frac{[EP - FT]}{194,200,000} \times 9,149,912 \right] - 9,149,912 \right] \right]$$

where:

C1toCon means the number of C1 Ordinary Shares that are to be automatically redesignated to Deferred Shares;

C1 means the means the number of C1 Ordinary Shares that are in issue immediately before any of the C1 Ordinary Shares are automatically redesignated to Deferred Shares;

EP means the Exit Proceeds;

FT means the First Threshold; and

2.3.2 The number of C2 Ordinary Shares to be redesignated into Deferred Shares shall be determined in accordance with the following formula:

$$C2toCon = C2 - \left[\frac{[EP - ST] \times 0.68891}{\left[\frac{[[EP - ST] \times 0.2475]}{C1} \right]} \right]$$

where:

C2toCon means the number of C2 Ordinary Shares that are to be automatically redesignated to Deferred Shares;

C2 means the means the number of C2 Ordinary Shares that are in issue before any of the C2 Ordinary Shares are automatically redesignated to Deferred Shares;

EP means the Exit Proceeds;

ST means the Second Threshold; and

C1 means the number of C1 Ordinary Shares that are in issue immediately after any of the C1 Ordinary Shares are automatically redesignated to Deferred Shares pursuant to paragraph 2.3.1.

- 2.3.3** The number of C3 Ordinary Shares to be redesignated into Deferred Shares shall be determined in accordance with the following formula:

$$C3toCon = C3 - \left[\frac{[EP - ST] \times 0.06359}{\left[\frac{[[EP - ST] \times 0.2475]}{C1} \right]} \right]$$

where:

C3toCon means the number of C3 Ordinary Shares that are to be automatically redesignated to Deferred Shares;

C3 means the means the number of C3 Ordinary Shares that are in issue immediately before any of the C3 Ordinary Shares are automatically redesignated to Deferred Shares;

EP means the Exit Proceeds;

ST means the Second Threshold; and

C1 means the number of C1 Ordinary Shares that are in issue immediately after any of the C1 Ordinary Shares are automatically redesignated to Deferred Shares pursuant to paragraph 2.3.1.

Exit Proceeds >Third Threshold but ≤Fourth Threshold

2.4 If the Exit Proceeds are greater than the Third Threshold but less than or equal to the Fourth Threshold then a number of the B1 Ordinary Shares, B2 Ordinary Shares, C2 Ordinary Shares and the C3 Ordinary Shares shall automatically be redesignated into a number of Deferred Shares. The number of B1 Ordinary Shares and B2 Ordinary Shares which automatically redesignate into Deferred Shares shall be determined in accordance with the provisions of paragraph 2.4.1 (in the case of B1 Ordinary Shares) and paragraph 2.4.2 (in the case of B2 Ordinary Shares). The number of C2 Ordinary Shares and C3 Ordinary Shares which automatically redesignate into Deferred Shares shall be determined in accordance with the provisions of paragraph 2.4.3 (in the case of C2 Ordinary Shares) and paragraph 2.4.4 (in the case of C3 Ordinary Shares).

2.4.1 The number of B1 Ordinary Shares to be redesignated into Deferred Shares shall be determined in accordance with the following formula:

$$B1toCon = B1 - \left[\frac{58,260,000}{\left[\frac{[EP - ST] \times 0.2475}{C1} \right]} \right]$$

where:

B1toCon means the number of B1 Ordinary Shares that are to be automatically redesignated to Deferred Shares;

B1 means the means the number of B1 Ordinary Shares that are in issue immediately before any of the B1 Ordinary Shares are automatically redesignated to Deferred Shares;

EP means the Exit Proceeds;

ST means the Second Threshold; and

C1 means the number of C1 Ordinary Shares in issue on the Exit Date.

2.4.2 The number of B2 Ordinary Shares to be redesignated into Deferred Shares shall be determined in accordance with the following formula:

$$B2toCon = B2 - \left[\frac{135,940,000}{\left[\frac{[[EP - ST] \times 0.2475]}{C1} \right]} \right]$$

where:

B2toCon means the number of B2 Ordinary Shares that are to be automatically redesignated to Deferred Shares;

B2 means the means the number of B2 Ordinary Shares that are in issue immediately before any of the B2 Ordinary Shares are automatically redesignated to Deferred Shares;

EP means the Exit Proceeds;

ST means the Second Threshold; and

C1 means the number of C1 Ordinary Shares in issue on the Exit Date.

2.4.3 The number of C2 Ordinary Shares to be redesignated into Deferred Shares shall be determined in accordance with the following formula:

$$C2toCon = C2 - \left[\frac{[EP - ST] \times 0.68891}{\left[\frac{[[EP - ST] \times 0.2475]}{C1} \right]} \right]$$

where:

C2toCon means the number of C2 Ordinary Shares that are to be automatically redesignated to Deferred Shares;

C2 means the means the number of C2 Ordinary Shares that are in issue before any of the C2 Ordinary Shares are automatically redesignated to Deferred Shares;

EP means the Exit Proceeds;

ST means the Second Threshold; and

C1 means the number of C1 Ordinary Shares in issue on the Exit Date.

- 2.4.4 The number of C3 Ordinary Shares to be redesignated into Deferred Shares shall be determined in accordance with the following formula:

$$C3toCon = C3 - \left[\frac{[EP - ST] \times 0.06359}{\left[\frac{[[EP - ST] \times 0.2475]}{C1} \right]} \right]$$

where:

C3toCon means the number of C3 Ordinary Shares that are to be automatically redesignated to Deferred Shares;

C3 means the means the number of C3 Ordinary Shares that are in issue immediately before any of the C3 Ordinary Shares are automatically redesignated to Deferred Shares;

EP means the Exit Proceeds;

ST means the Second Threshold; and

C1 means the number of C1 Ordinary Shares in issue on the Exit Date.

Exit Proceeds >Fourth Threshold but ≤ Fifth Threshold

- 2.5 If the Exit Proceeds are greater than the Fourth Threshold but less than or equal to the Fifth Threshold then a number of the B1 Ordinary Shares, B2 Ordinary Shares, C2 Ordinary Shares and the C3 Ordinary Shares shall automatically be redesignated into a number of Deferred Shares. The number of B1 Ordinary Shares, B2 Ordinary Shares which automatically redesignate into Deferred Shares shall be determined in accordance with the provisions of paragraph 2.5.1 (in the case of B1 Ordinary Shares) and paragraph 2.5.2 (in the case of B2 Ordinary Shares). The number of C2 Ordinary Shares and C3 Ordinary Shares which automatically redesignate into Deferred Shares shall be determined in accordance with the provisions of paragraph 2.5.3 (in the case of C2 Ordinary Shares) and paragraph 2.5.4 (in the case of C3 Ordinary Shares).

- 2.5.1 The number of B1 Ordinary Shares to be redesignated into Deferred Shares shall be determined in accordance with the following formula:

$$B1toCon = B1 - \left[\frac{58,260,000}{\left[\frac{[[233,000,000 \times 0.2475] + [[EP - FT] \times 0.19733]]}{C1} \right]} \right]$$

where:

B1toCon means the number of B1 Ordinary Shares that are to be automatically redesignated to Deferred Shares;

B1 means the means the number of B1 Ordinary Shares that are in issue immediately before any of the B1 Ordinary Shares are automatically redesignated to Deferred Shares;

EP means the Exit Proceeds;

FT means the Fourth Threshold; and

C1 means the number of C1 Ordinary Shares in issue on the Exit Date.

- 2.5.2** The number of B2 Ordinary Shares to be redesignated into Deferred Shares shall be determined in accordance with the following formula:

$$B2toCon = B2 - \left[\frac{135,940,000 + \frac{[233,000,000 \times 0.2475] + [[EP - FT] \times 0.19733]}{C1}}{1} \right]$$

where:

B2toCon means the number of B2 Ordinary Shares that are to be automatically redesignated to Deferred Shares;

B2 means the means the number of B2 Ordinary Shares that are in issue immediately before any of the B2 Ordinary Shares are automatically redesignated to Deferred Shares;

EP means the Exit Proceeds;

FT means the Fourth Threshold; and

C1 means the number of C1 Ordinary Shares in issue on the Exit Date.

- 2.5.3** The number of C2 Ordinary Shares to be redesignated into Deferred Shares shall be determined in accordance with the following formula:

$$C2toCon = C2 - \left[\frac{[233,000,000 \times 0.68891] + [[EP - FT] \times 0.73484]}{\frac{[233,000,000 \times 0.2475] + [[EP - FT] \times 0.19733]}{C1}} \right]$$

where:

C2toCon means the number of C2 Ordinary Shares that are to be automatically redesignated to Deferred Shares;

C2 means the means the number of C2 Ordinary Shares that are in issue immediately before any of the C2 Ordinary Shares are automatically redesignated to Deferred Shares;

EP means the Exit Proceeds;

FT means the Fourth Threshold; and

C1 means the number of C1 Ordinary Shares in issue on the Exit Date.

- 2.5.4** The number of C3 Ordinary Shares to be redesignated into Deferred Shares shall be determined in accordance with the following formula:

$$C3toCon = C3 - \left[\frac{[233,000,000 \times 0.06359] + [(EP - FT) \times 0.06783]}{[233,000,000 \times 0.2475] + [(EP - FT) \times 0.19733]} \right] C1$$

where:

C3toCon means the number of C3 Ordinary Shares that are to be automatically redesignated to Deferred Shares;

C3 means the means the number of C3 Ordinary Shares that are in issue immediately before any of the C3 Ordinary Shares are automatically redesignated to Deferred Shares;

EP means the Exit Proceeds;

FT means the Fourth Threshold; and

C1 means the number of C1 Ordinary Shares in issue on the Exit Date.

Exit Proceeds > Fifth Threshold

- 2.6** If the Exit Proceeds are greater than the Fifth Threshold then a number of the B1 Ordinary Shares, B2 Ordinary Shares, C2 Ordinary Shares and the C3 Ordinary Shares shall automatically be redesignated into a number of Deferred Shares. The number of B1 Ordinary Shares, B2 Ordinary Shares which automatically redesignate into Deferred Shares shall be determined in accordance with the provisions of paragraph 2.6.1 (in the case of B1 Ordinary Shares) and paragraph 2.6.2 (in the case of B2 Ordinary Shares). The number of C2 Ordinary Shares and C3 Ordinary Shares which automatically redesignate into Deferred Shares shall be determined in accordance with the provisions of paragraph 2.6.3 (in the case of C2 Ordinary Shares) and paragraph 2.6.4 (in the case of C3 Ordinary Shares).

- 2.6.1** The number of B1 Ordinary Shares to be redesignated into Deferred Shares shall be determined in accordance with the following formula:

$$B1toCon = B1 - \left[\frac{58,260,000}{\left[\frac{[233,000,000 \times 0.2475] + [291,250,000 \times 0.19733] + [(EP - VT) \times 0.14717]}{C1} \right]} \right]$$

where:

B1toCon means the number of B1 Ordinary Shares that are to be automatically redesignated to Deferred Shares;

B1 means the means the number of B1 Ordinary Shares that are in issue immediately before any of the B1 Ordinary Shares are automatically redesignated to Deferred Shares;

EP means the Exit Proceeds;

VT means the Fifth Threshold; and

C1 means the number of C1 Ordinary Shares in issue on the Exit Date.

- 2.6.2** The number of B2 Ordinary Shares to be redesignated into Deferred Shares shall be determined in accordance with the following formula:

$$B2toCon = B2 - \left[\frac{135,940,000}{\left[\frac{[233,000,000 \times 0.2475] + [291,250,000 \times 0.19733] + [(EP - VT) \times 0.14717]}{C1} \right]} \right]$$

where:

B2toCon means the number of B2 Ordinary Shares that are to be automatically redesignated to Deferred Shares;

B2 means the means the number of B2 Ordinary Shares that are in issue immediately before any of the B2 Ordinary Shares are automatically redesignated to Deferred Shares;

EP means the Exit Proceeds;

VT means the Fifth Threshold; and

C1 means the number of C1 Ordinary Shares in issue on the Exit Date.

- 2.6.3** The number of C2 Ordinary Shares to be redesignated into Deferred Shares shall be determined in accordance with the following formula:

$$C2toCon = C2 - \left[\frac{[233,000,000 \times 0.68891] + [291,250,000 \times 0.73484] + [(EP - VT) \times 0.78076]}{[233,000,000 \times 0.2475] + [291,250,000 \times 0.19733] + [(EP - VT) \times 0.14717]} \right] C1$$

where:

C2toCon means the number of C2 Ordinary Shares that are to be automatically redesignated to Deferred Shares;

C2 means the means the number of C2 Ordinary Shares that are in issue immediately before any of the C2 Ordinary Shares are automatically redesignated to Deferred Shares;

EP means the Exit Proceeds;

VT means the Fifth Threshold; and

C1 means the number of C1 Ordinary Shares in issue on the Exit Date.

2.6.4 The number of C3 Ordinary Shares to be redesignated into Deferred Shares shall be determined in accordance with the following formula:

$$C3toCon = C3 - \left[\frac{[233,000,000 \times 0.06359] + [291,250,000 \times 0.06783] + [(EP - VT) \times 0.07207]}{[233,000,000 \times 0.2475] + [291,250,000 \times 0.19733] + [(EP - VT) \times 0.14717]} \right] C1$$

where:

C3toCon means the number of C3 Ordinary Shares that are to be automatically redesignated to Deferred Shares;

C3 means the means the number of C3 Ordinary Shares that are in issue immediately before any of the C3 Ordinary Shares are automatically redesignated to Deferred Shares;

EP means the Exit Proceeds;

VT means the Fifth Threshold; and

C1 means the number of C1 Ordinary Shares in issue on the Exit Date.

2.7 NXC Shares

If by way of an Approved NXC Share Transfer, the Investors or any member of the Investor Group is/are holding the NXC Shares, and such NXC Shares have been redesignated as "C1" Ordinary Shares, at the time of application of the provisions in this Schedule, the formulas set out in paragraphs 2.3 to 2.6 (inclusive) shall be revised in accordance with the table below so that each references in the above formulas to the number in column (1) below shall be replaced with the corresponding number set out in column (2) below:

(1)	(2)
0.2475	0.25
0.19733	0.20
0.14717	0.15
0.06359	0.06109
0.06783	0.06516
0.07207	0.06924

Status

The Society is a consultancy registered in England and Wales under the Companies Acts..

The issued share capital consists of 10,000 £1 shares. These shares were equally distributed to each director.

Principal activity and review of the business

The principal activity of the Society is to provide services (job search and accounting) to new consultants in the UK. Details of the financial results are enclosed in the "Report and financial statements"

Sales revenues come from consultant's revenues in final client mission and amount to £101,890

Expenses are mainly salaries paid to consultants.

So Caps Technology Ltd profit (£1,215) comes from fees consultants pay for services provided.

14/07/2006 ,

R. J. T. S.

