

No. 3072898

The Companies Act 1985

Company limited by shares

Resolutions

of

Printable Field Emitters Limited ("the Company")

(passed on 10 January 2003)



At an **extraordinary general meeting** of the Company duly convened and held at Atlas Centre, Rutherford Appleton Laboratory, Chilton, Didcot, Oxon OX11 0QX on 10 January 2003 at 2pm the following resolutions were passed as resolutions of the Company:

Ordinary resolutions

1. **That** the authorised share capital of the Company be and it is increased from £550.937 to £900 by the creation of an additional:
 - (a) 268,308 B ordinary shares of £0.001 each in the capital of the Company;
 - (b) 80,755 ordinary shares of £0.001 each in the capital of the Company;

each having the rights set out in the articles of association of the Company to be adopted pursuant to resolution 5 below;

2. **That** in substitution for all previous authorities which are hereby revoked, the directors be and they are generally and unconditionally authorised for the purposes of Section 80, Companies Act 1985 ("**the Act**") to allot, or to grant any right to subscribe for or to convert any security into, shares in the Company up to a maximum nominal amount of £900 (pursuant to the issue of shares arising as a result of any conversion and/or redemption of loan notes issued pursuant to the terms of a secured zero rated convertible loan note instrument to be

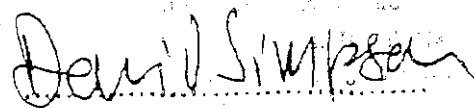
issued by the Company shortly and in relation to the grant of options over ordinary shares in the Company) at any time or times during the period from the date of the passing of this resolution up to and including five years from the date of these resolutions are passed on which date this authority shall expire and this authority shall allow the Company to make an offer or agreement before the expiry of the authority which would or might require shares to be allotted, or rights to subscribe for or to convert any security into shares to be granted, after the expiry of the authority;

Special resolutions

3. **That** 2,390 of the A ordinary shares of £0.001 each in the capital of the Company, which are held by the following shareholders, be redesignated as ordinary A1 shares of £0.001 each (to be a new class of share having the rights set out in the articles of association of the Company to be adopted pursuant to resolution 5 below) on the basis of one ordinary A1 share for each A ordinary share held:

Shareholder	Number of A ordinary shares to be redesignated as ordinary A1 shares
Quester VCT 2 plc	479
Quester VCT 3 plc	1,115
Quester VCT 4 plc	796
Total	2,390

4. **That** the directors of the Company be and they are empowered for the purposes of Section 95, Companies Act 1985 to allot equity securities (as defined by Section 94, Companies Act 1985) for cash pursuant to the authority conferred by resolution no 2 as if Section 89(1), Companies Act 1985 did not apply to any such allotment; and
5. **That** the draft regulations contained in the printed document signed by a director of the Company be and they are approved and adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company.



Chairman

Articles of Association

Printable Field Emitters Limited

Company number: 3072898

Date of incorporation: 27 June 1995

Adopted by special resolution dated 10 January 2003

DS/00869477/421008_3.DOC

Osborne Clarke

Thames Valley Office

Apex Plaza, Forbury Road, Reading RG1 1AX

Telephone 0118 925 2000 Facsimile 0118 925 2005

London Office

Hillgate House, 26 Old Bailey, London EC4M 7HW

Telephone 0171 809 1000 Facsimile 0171 809 1005

Bristol Office

2 Temple Back East, Temple Quay, Bristol, BS1 6EG

Telephone 0117 917 3000 Facsimile 0117 917 3005

Web site: <http://www.osborneclarke.com>

Contents

Preliminary

1.	Definitions.....	1
2.	Application of Table A	10
3.	Share capital.....	11
4.	Dividends	11
5.	Liquidation preference	13
6.	Conversion	14
7.	Anti-dilution.....	15
8.	Voting	17
9.	Class rights.....	17
10.	Transfer of shares.....	18
11.	Prohibited, permitted and mandatory transfers	18
12.	Pre-emption rights.....	23
13.	Transfer of control	27
14.	Appointment of directors	29
15.	3i appointees	29
16.	Quester Investors' appointee	30
17.	NIF appointee.....	30
18.	Meetings of directors	30
19.	Directors' conflicts of interest	31
20.	Lien	32
21.	Partly paid shares	32
22.	Seal.....	32
23.	Indemnity	32
24.	Data protection.....	33

The Companies Act 1985

Company limited by shares

Articles of Association

of

Printable Field Emitters Limited

1. Definitions

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

"2-A" Investment Enterprise Partnership "NIF 21-ONE(2-A)" (and "**a member of the 2-A Group**") shall mean 2-A, its subsidiaries and any company of which 2-A is a subsidiary).

"2-B" Investment Enterprise Partnership "NIF 21-ONE(2-B)" (and "**a member of the 2-B Group**") shall mean 2-B, its subsidiaries and any company of which 2-B is a subsidiary).

"2000/1" Investment Enterprise Partnership "NIF New Technology Fund 2000/1" (and "**a member of the 2000/1 Group**") shall mean 2000/1, its subsidiaries and any company of which 2000/1 is a subsidiary).

"21-ONE" Investment Enterprise Partnership "NIF 21-ONE(1)" (and "**a member of the 21-ONE Group**") shall mean 21-ONE, its subsidiaries and any company of which 21-ONE is a subsidiary).

"3i" 3i Group plc (and "**a member of the 3i Group**") shall mean 3i, any subsidiary of 3i and any company of which 3i is a subsidiary).

"A Ordinary Shares" the A ordinary shares of £0.001 each in

	the capital of the Company.
"the Act"	the Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force.
"Additional Shares"	<p>shares in the Equity Share capital (as that term is defined in the Act) but excluding any shares issued:</p> <ul style="list-style-type: none"> • under the Share Option Scheme; • under the Oriel Agreement; • under the AIB Agreement • to the trustees of the Employee Trust which would otherwise be available under the Share Option Scheme; • any shares which the Company is required to issue by reason of a right specifically attached to shares under these articles; • any shares which the Company is required to issue pursuant to the terms of the Loan Note Instrument; <p>and excluding any shares specifically excluded by the written consent of an Investor Majority.</p>
"AIB Agreement"	the option letter from David Simpson on behalf of the Company to Andrew Harding dated 15 January 1998 and the letter from the Company to AIB Trust Company (Isle of Man) Limited dated 3 April 1998 in respect of an aggregate of 8,289 Ordinary Shares.
"B Ordinary Shares"	the B ordinary shares of £0.001 each in the capital of the Company.
"Benefits"	all salary, fees and emoluments including sums paid by way of expenses allowance (if taxable), pension contributions and the cash value of benefits in kind. All these sums are disclosed in the company's audited accounts.

"Connected Persons"	as defined by section 839 Income and Corporation Taxes Act 1988.
"a Controlling Interest"	an interest in shares (as defined in Schedule 13 Part 1 and section 324 of the Act) in a company conferring in the aggregate 20% or more of the total voting rights conferred by all the issued shares in that company.
"Departing Employee Member"	an Employee Member who ceases to be a director or employee of the Company or any other Group Company and does not continue as, or thereupon become, a director or employee of any other Group Company.
"Employee Member"	a person who is or has been a director and/or an employee of any Group Company.
"Employee Trust"	a trust approved by an Investor Majority and whose beneficiaries are the bona fide employees of the Company or any of its subsidiaries.
"Equity Shares"	the Preferred Shares, the Ordinary Shares and the Ordinary A1 Shares.
"Family Trust"	<p>a trust which only permits the settled property or the income from the settled property to be applied for the benefit of:</p> <ul style="list-style-type: none"> • the settlor and/or a Privileged Relation of that settlor; or • any charity or charities as default beneficiaries (meaning that such charity or charities have no immediate beneficial interest in any of the settled property or the income therefrom when the trust is created but may become so interested if there are no other beneficiaries from time to time except another such charity or charities); <p>and under which no power of control is capable of being exercised over the votes of any shares which are the subject of the</p>

trust by any person other than the trustees or the settlor or the Privileged Relations of the settlor. For purposes of this definition "**settlor**" includes a testator or an intestate in relation to a Family Trust arising respectively under a testamentary disposition or an intestacy of a deceased Member.

"First Investment Agreement"

an investment agreement dated • November 2001 between the Company (1), the Directors (as defined therein) (2), 3i (3), the Quester Investors (4) and 2-A, 2-B, 2000/1, 21-ONE (5).

"Good Leaver"

an Employee Member who ceases to be a director or employee of the Company or any of its subsidiaries and does not continue as either a director or employee in relation to any of them where such cessation occurs for one of the following reasons:

- death;
- redundancy;
- illness or disablement;
- retirement at normal retirement age; or
- otherwise with the approval of the holders of an Investor Majority.

"Group"

the Company, its subsidiaries, any holding company of the Company and any subsidiary of any such holding company from time to time and "**Group Company**" shall be construed accordingly.

"ICTA"

Income & Corporation Taxes Act 1988.

"Independent Expert"

an umpire (acting as an expert and not as an arbitrator) nominated by the parties concerned or in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in

England and Wales.

"Index Linked"

adjusted annually each 1 May by an amount equal to the percentage increase (if any) in the retail price index published by the Government for the preceding twelve months. The first increase took place on 1 May 2000.

"Investment Agreement"

an investment agreement entered into on the date these Articles were adopted between the Company (1), the Directors (as defined therein) (2), the Investors (as defined therein) (3) and 3i Investments plc (6).

"Investor Majority"

the holders of not less than 70% of the B Ordinary Shares and the A Ordinary Shares (as if they constituted one class of shares).

"Investor"

the holders of B Ordinary Shares and the A Ordinary Shares.

"Investor Group"

an Investor, and all persons to whom that Investor is entitled to transfer shares freely in accordance with articles 11.6 and 11.7.

"IPO"

the becoming effective of a listing of any share capital of any Group Company on the Official List of London Stock Exchange plc or the granting of permission for any of the share capital of the Group Company to be dealt in on any recognised investment exchange (as defined by section 207 Financial Services Act 1986) including NASDAQ and NASDAQ Europe.

"Loan Note Instrument"

the loan note instrument constituting the £2,500,000 secured convertible zero rate loan notes in the capital of the Company on the date of adoption of these Articles.

"Member"

a holder of shares in the Company.

"Net Profit"

the profit on ordinary activities after taxation of the Company and its subsidiaries calculated on the historical

cost accounting basis and shown in the audited consolidated profit and loss account of the Company and its subsidiaries for the relevant financial year (to the nearest £1) but adjusted by:

- adding back any amortisation of goodwill;
- adding back any amount in excess of £• Index Linked (or such higher amount agreed by an Investor Majority from time to time) in the aggregate charged in respect of Benefits payable to Relevant Directors;

in respect of that financial year.

"NIF"

NIF Ventures Company Limited (and **"a member of the NIF Group"** shall mean NIF, any subsidiary of NIF and any company of which NIF is a subsidiary).

"NIF Japan USA"

Venture Capital Investment Limited Partnership NIF Japan-USA-Europe Bridge Fund (and **"a member of the NIF Japan USA Group"** shall mean NIF Japan USA, any subsidiary of NIF Japan USA and any company of which NIF Japan USA is a subsidiary).

"NIF Global"

Venture Capital Investment Limited Partnership NIF Global Fund (and **"a member of the NIF Global Group"** shall mean NIF Global Group, any subsidiary of NIF Global Group and any company of which NIF Global Group is a subsidiary).

"Ordinary Shares"

the ordinary shares of £0.001 each in the capital of the Company.

"Ordinary A1 Shares"

the ordinary A1 shares of £0.001 each in the capital of the Company.

"Original Subscription Price"

the price at which a relevant Equity Share is issued, being the aggregate of the amount paid up or credited as paid up in respect of the nominal value and any

share premium thereon.

"Oriel Agreement"	the agreement between the Company and Oriel Consultants Limited dated 31 August 1999.
"Original Members"	Persons who were members of the Company on the date of the adoption of these articles and the Family Trusts and Privileged Relations of such members and any member of the 3i Group, any member of the Quester Group, any member of the NIF Group, any member of the 21-ONE Group, any member of the 2-A Group, any member of the 2-B Group, any member of the 2000/1 Group, any member of the NIF Japan USA Group and any member of the NIF Global Group.
"Preferred Shares"	the A Ordinary Shares and the B Ordinary Shares.
"Privileged Relations"	the spouse or widow or widower of a Member and the Member's children and grandchildren (including step and adopted children and their issue) and step and adopted children of the Member's children.
"Qualifying Holding"	as such is defined in Schedule 28(B) of ICTA.
"Quester Investors"	Quester VCT 2 plc, Quester 3 plc and Quester VCT 4 plc (and "a member of the Quester Group") shall mean any of the Quester Investors, their subsidiaries and any company of which the Quester Investors are subsidiaries and any venture capital fund which is managed exclusively or advised exclusively by Quester Limited or any subsidiary of Quester Limited.
"Realisation Price"	the value of each Ordinary Share in issue immediately prior to the IPO, determined by reference to the price per share at which Ordinary Shares in the Company are to be offered for sale, placed or

otherwise marketed pursuant to the IPO.

"Relevant Directors"

the directors and former directors of the Company and its subsidiaries (but only if such directors or former directors or their Connected Persons are interested in shares in the Company) and their Connected Persons but excluding any director appointed by 3i, the Quester Investors and together NIF, 21-ONE, 2-A, 2-B, 2000/1, NIF Japan USA and NIF Global.

"Relevant Shares"

in relation to an Employee Member means all Ordinary Shares in the Company held by:

- the Employee Member in question; and
- his or her Privileged Relations and Family Trusts other than those shares held by Privileged Relations that an Investor Majority declares itself satisfied were not acquired directly or indirectly from the Employee Member or by reason of their relationship with the Employee Member.

"Restricted Member"

- an Employee Member who ceases to be a director or employee of a Group Company and does not continue as or thereupon become a director or employee of any other Group Company; and
- all Members who are such Employee Member's Privileged Relations and/or trustees holding shares in the Company on behalf of the Employee Member's Family Trusts (other than in respect of shares which an Investor Majority declares itself satisfied that they were not acquired by such holders either (i) directly or indirectly from the Employee Member or (ii) by reason of their connection with the Employee Member and the decision of the Investor Majority in this respect

will, in the absence of manifest error, be final).

"Sale"	the sale of more than 50% of the issued Equity Shares to a single purchaser (or to one or more purchasers as part of a single transaction) other than to a member of the Investor Group.
"Sale Shares"	the shares specified or deemed to be specified for sale in a Transfer Notice or Deemed Transfer Notice.
"Seller"	the transferor of shares pursuant to a Transfer Notice.
"Share Option Scheme"	<ul style="list-style-type: none">• the Printable Field Emitters Limited 1999 Share Option Scheme as amended from time to time with the prior approval of an Investor Majority; and• any share option scheme of the Company which an Investor Majority identifies in writing as being a Share Option Scheme (including any EMI scheme); <p>and in each case whose beneficiaries are the bona fide employees and officers of the Company.</p>
"Table A"	Table A in the Companies (Tables A - F) Regulations 1985 as amended by the Companies (Tables A - F) (Amendment) Regulations 1985.
"Termination Date"	<ul style="list-style-type: none">• where employment ceases by virtue of notice given by the employer to the employee, the date on which such notice expires;• where a contract of employment is terminated by the employer and a payment is made in lieu of notice, the date on which notice of termination was served;• where an Employee Member dies, the date of his death;

- where the Employee Member concerned is a director but not an employee, the date on which his contract for services with the Company is terminated; and
- in any other case, the date on which the contract of employment is terminated.

"Table A"

Table A in the Companies (Tables A – F) Regulations 1985 as amended by the Companies (Tables A - F) (Amendments) Regulations 1985 and the Companies Act 1985 (Electronic Communications) Order 2000.

"Transfer Notice"

a notice in writing given by any Member to the Company where such Member desires or is required by these articles to transfer any shares and where such notice is deemed to have been served it shall by referred to as a **"Deemed Transfer Notice"**.

- 1.1 Where a share is expressed to have certain rights on an **"as converted basis"** then for the purpose of determining these rights the share in question will be deemed to have been converted into an Ordinary Share and to have received any bonus issue consequent on such conversion to which it would be entitled under article 7.
- 1.2 Whether or not persons are **"acting in concert"** will be determined by the then most recent edition of the City Code on Takeovers and Mergers, but Investors will not be considered to be acting in concert merely by reason of cooperating in a syndicate in the ordinary course of their businesses.

2. Application of Table A

- 2.1 The regulations contained in or incorporated in Table A shall apply to the Company except save insofar as they are excluded or varied by these articles or are inconsistent with these articles and such regulations (except as so excluded varied or inconsistent) and these articles shall be the regulations of the Company.
- 2.2 Regulations 54, 73-80 (inclusive), 85, 86, 94-98 (inclusive) and 118 of Table A shall not apply to the Company.

3. Share capital

3.1 The authorised share capital of the Company is £900 divided into:

245,793	A Ordinary Shares;
374,822	B Ordinary Shares;
276,995	Ordinary Shares; and
2,390	Ordinary A1 Shares.

3.2 Notwithstanding any other provision in these Articles, the Ordinary A1 Shares shall constitute a separate class of share in the capital of the Company and shall have the same rights as the Ordinary Shares. In particular each Ordinary A1 Share will have the same right to votes, return of capital, and dividends as each Ordinary Share.

4. Dividends

The profits of the Company available for distribution shall be used to pay dividends in the following order of priority:

4.1 First, in paying to the holders of the B Ordinary Shares, A Ordinary Shares and the holders of the Ordinary Shares and the Ordinary A1 Shares (*pari passu* as if the same were one class of share) in respect of each financial year of the Company a dividend ("**the Participating Dividend**") as follows:

Amount:	<i>a sum equal to one third of Net Profit.</i>
Accrual date:	<i>accruing from the first day of each financial year after the financial year ended 30 April 2001.</i>
Payment date:	<i>not later than 4 months after the end of the relevant accounting period or within 14 days after the auditor's report in the accounts of the Company for the period is signed by the Company's auditors, whichever is the earlier</i>

provided that, in the event that any shares in the Company are held by a Venture Capital Trust (as defined by Section 842AA of ICTA) and the rights attributable to the A Ordinary shares and B Ordinary Shares pursuant to this Article 4.1 would otherwise operate in such a manner as to result in the holder of such shares being in control of the Company within the terms of paragraph 9 of Schedule 28B of ICTA by reason of the operation of Section 416 (2)(b) or (c) of ICTA ("**Prohibited Control**"), such that the Company would cease to be a Qualifying Holding (for the purposes of Schedule 28B):

- 4.1.1 any payment of such part of the dividend due to the holders of A Ordinary Shares who have subscribed for such A Ordinary Shares on 21 December 2000 in excess of £22 shall be deferred so as to rank behind dividends otherwise payable on the Equity Shares as the auditors of the Company shall determine is sufficient to procure that the Company does not fall under the Prohibited Control of such holder;
- 4.1.2 any payment of such part of the dividend due to the holders of B Ordinary Shares who have subscribed for such B Ordinary Shares pursuant to the terms of the First Investment Agreement in excess of £17 shall be deferred so as to rank behind dividends otherwise payable on the Equity Shares as the auditors of the Company shall determine is sufficient to procure that the Company does not fall under the Prohibited Control of such holder;
- 4.1.3 any dividend deferred in accordance with sub-articles 4.1.1 and 4.1.2 shall, subject always to the operation of the proviso in sub-articles 4.1.1 and 4.1.2 again at that point, become due and payable on the next dividend date in addition to any other dividends due to such holders on such date.
- 4.2 Once all the foregoing dividends have been paid any remaining profits which the Company may determine to distribute shall, if an Investor Majority agrees in writing, be distributed amongst the holders of the Equity Shares (*pari passu* as if the same were one class of share).
- 4.3 Every dividend shall be distributed to the appropriate shareholders *pro rata* according to the amounts paid up or credited as paid up on the shares held by them respectively and shall accrue on a daily basis on an *as converted* basis. If the Participating Dividend needs to be calculated to a date part way through the Company's financial year it will be calculated according to the profits earned in the relevant period by the Company and its subsidiaries. In the absence of audited accounts to determine such profits, they will be calculated by the Company on a basis reasonably acceptable to an Investor Majority. All dividends are expressed net and shall be paid in cash. The Participating Dividend is cumulative.
- 4.4 Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying dividends by the Act the Participating Dividend shall be paid immediately on the due date. Such payment shall be made notwithstanding regulations 102 to 108 inclusive contained in Table A or any other provision of these articles and in particular notwithstanding that there has not been a recommendation of the directors or a resolution of the Company in general meeting. If the Participating Dividend is not paid on the due date it shall be a debt due by the Company and shall be payable in priority to any other dividend.

- 4.5 If due to delays in the preparation of the audited accounts of the Company the Participating Dividend cannot be calculated by the date it is due for payment then the Company, subject to the provisions of the Act and the Directors fiduciary duties, shall forthwith pay an interim dividend in respect of the Participating Dividend of a sum equal to the last Participating Dividend payable. The next and (if appropriate) any subsequent Participating Dividend shall be adjusted to take account of any overpayment or underpayment in respect of the said interim dividend which becomes apparent when the audited accounts are available.
- 4.6 The Company shall procure that each of its subsidiaries which has profits available for distribution shall from time to time and to the extent that it may lawfully do so declare and pay to the Company such dividends as are necessary to permit lawful and prompt payment by the Company of any Participating Dividends. The Participating Dividend shall be calculated pro rata according to the profits of the Company and its subsidiaries for the relevant financial year down to the date of such conversion.

5. Liquidation preference

- 5.1 On a return of assets on liquidation or capital reduction or otherwise, the assets of the Company remaining after the payment of its liabilities shall be applied in the following order of priority:
- 5.1.1 first in paying to the holders of the B Ordinary Shares their Original Subscription Price per share together with a sum equal to any arrears or accruals of the dividends on the B Ordinary Shares calculated down to the date of the return of capital and if there is a shortfall the proceeds shall be distributed to the holders of the B Preferred Shares in proportion to the amounts due on each such share;
- 5.1.2 second in paying to the holders of the A Ordinary Shares their Original Subscription Price per share together with a sum equal to any arrears or accruals of the dividends on the A Ordinary Shares calculated down to the date of the return of capital and if there is a shortfall the proceeds shall be distributed to the holders of the A Ordinary Shares in proportion to the amounts due on each such share held; and
- 5.1.3 the balance of such assets shall be distributed amongst the holders of the Preferred Shares, the Ordinary A1 Shares and Ordinary Shares in proportion to the numbers of Preferred Shares, Ordinary A1 Shares and Ordinary Shares held by each with the holders of the Preferred Shares participating on an as converted basis.

- 5.2 Upon a Sale of the Company the Members who sell shares in such Sale will be entitled to share in the proceeds thereof as if the same had been distributed under the provisions of this article 5.
- 5.3 Immediately prior to an IPO:
- 5.3.1 the Company shall allot to each holder of Preferred Shares by way of capitalisation of reserves such number of Ordinary Shares (disregarding any fraction of a share) as shall have an aggregate Realisation Price equal to the Original Subscription Price of the Preferred Shares held; and/or
- 5.3.2 the Equity Share capital of the Company shall be reorganised so that following such reorganisation the respective shareholdings of each member of the Company are such that if there were a return of capital of an amount equal to the IPO Valuation pro-rata to the numbers of shares held respectively by each member, the amount received by each such member would be equal to a return of capital of such amount made in accordance with article 5.1 and 5.2 (subject to article 6.3).

"IPO Valuation" means the value placed on the Company's issued share capital by the terms of the IPO as certified by the Company's brokers.

- 5.4 In the event that any shares in the Company are held by a Venture Capital Trust (as defined by Section 842AA of ICTA) and the rights attributable to any shares pursuant to article 5 would otherwise operate in such a manner as to result in a holder of any shares being in Prohibited Control of the Company, such proportion of the rights of the relevant holder to repayment of capital in respect of such shares and the rights to unpaid arrears, accruals and postponements of dividends shall be deferred to the rights of the holders of the other shares in the Company as is sufficient to ensure that such holder does not have Prohibited Control of the Company and a corresponding proportion of the same rights held by the Venture Capital Trust shall likewise be deferred to the rights of the holders of the other shares in the Company.

6. Conversion

- 6.1 Any individual holder of A Ordinary Shares and any holder of B Ordinary Shares may at any time convert all of the relevant class of Preferred Shares into Ordinary Shares. The rate of conversion shall be one Ordinary Share for each A Ordinary Share and B Ordinary Share held (as applicable) (the "**Conversion Rate**"). The Conversion Rate of the Preferred Shares shall be subject to adjustment in accordance with article 7.
- 6.2 In the case of a voluntary conversion the conversion shall be effected by notice in writing given to the Company signed by the relevant

holder(s) of the Preferred Shares. The conversion shall take effect immediately upon the date of delivery of such notice to the Company (unless such notice states that conversion is to be effective when any conditions specified in the notice have been fulfilled in which case conversion shall take effect when such conditions have been fulfilled).

- 6.3 Forthwith after conversion takes effect the holders of the resulting Ordinary Shares shall send to the Company the certificates in respect of their holding of Preferred Shares and the Company shall issue to such holder a certificate for the Ordinary Shares resulting from the conversion.
- 6.4 The Ordinary Shares resulting from the conversion shall rank from the date of conversion *pari passu* in all respects with the other Ordinary Shares in the capital of the Company.
- 6.5 On the date of conversion the Company shall pay a dividend to the holders of the Preferred Shares being converted of a sum equal to all arrears and accruals of the Participating Dividends calculated down to the date of conversion and any other unpaid dividends calculated down to the date of conversion.

7. Anti-dilution

- 7.1 If the Company issues any Additional Shares without consideration or for a consideration per share less than the Original Subscription Price of the relevant class of Preferred Shares (a “**Qualifying Issue**”) then the Conversion Rate for such Preferred Share shall be adjusted so that the number of Ordinary Shares into which it shall be converted shall be increased by multiplying the number of Ordinary Shares to be received pursuant to the Conversion Rate by a factor of X where X is equal to the Original Subscription Price of the share being converted divided by the price per share of the lowest priced Qualifying Issue.
- 7.2 If the relevant class of Preferred Shares are to convert into Ordinary Shares with a total nominal value greater than the nominal value of the relevant Preferred Shares, the Company shall issue additional Ordinary Shares to the relevant holder by way of special dividend, such shares to be issued fully paid up by the capitalisation of amounts standing to the credit of the share premium account or any other available reserves of the Company as determined by the directors. Such capitalisation shall be automatic and shall not require any action on the part of the Members and the directors shall allot the shares arising on such capitalisation to the holders of the relevant class of Preferred Shares in accordance with this article.
- 7.3 Where the total number of Ordinary Shares to be received by a person holding the relevant class of Preferred Shares as a result of a capitalisation of reserves under this article would not be a whole number, it will be rounded to the nearest whole number.

- 7.4 In the case of an issue of Additional Shares for a consideration in whole or in part other than cash, in calculating the subscription price of these shares for the purposes of this article, the consideration other than cash shall be deemed to be the fair value of such consideration as determined by the auditors of the Company (acting as experts and not as arbitrators), irrespective of any accounting treatment.
- 7.5 If the Company grants or issues any options or rights to purchase or subscribe for Additional Shares ("**Options**"), securities by their terms convertible into or exchangeable for Additional Shares ("**Convertible Shares**") or options or rights to purchase or subscribe for such convertible or exchangeable securities ("**Convertible Options**"), the following provisions shall apply for all purposes of this article:
- 7.5.1 the aggregate maximum number of Additional Shares issuable upon the exercise (assuming the satisfaction of any conditions) of such Options shall be deemed to have been issued at the time such Options were issued and for a consideration equal to that, if any, received by the Company upon issuing such Options plus the minimum exercise price provided in such Options.
- 7.5.2 the aggregate maximum number of Additional Shares issuable:
- upon the conversion of, or in exchange for, any Convertible Shares (assuming the satisfaction of any conditions on convertibility or exchangeability); or
 - upon the exercise of any Convertible Options and subsequent conversion or exchange of such options,
- shall be deemed to have been issued at the time such Convertible Shares or Convertible Options (as appropriate) were issued and for a consideration equal to that, if any, received by the Company for any such Convertible Shares or Convertible Options plus the minimum additional consideration, if any, to be received by the Company upon the conversion or exchange of such Convertible Shares or the exercise of such Convertible Options.
- 7.6 If Company is prohibited from effecting a capitalisation of reserves required by this article whether by virtue of the Act or for any other reason, the person entitled to the bonus issue shall be entitled, at any time, to subscribe at par for the Ordinary Shares that they would otherwise have been entitled to have received as a bonus issue by virtue of this article.
- 7.7 The directors and the Members shall use their respective rights and powers to procure, so far as they are able, that the Company has sufficient authorised but unissued Ordinary Shares to meet any obligations which may arise under this article.

- 7.8 The directors shall forthwith supply to any Member requesting the same a certificate setting out the Conversion Rate then applicable to the relevant class of Preferred Shares.

8. Voting

Shares in the Company shall carry votes as follows:

Ordinary Shares:	one vote per share
Ordinary A1 Shares:	one vote per share
A Ordinary Shares:	one vote per share calculated on an as converted basis
B Ordinary Shares:	one vote per share calculated on an as converted basis

Votes on shares may be exercised:

- on a show of hands by every member who (being an individual) is present in person or (being a corporation) is present by a representative (in which case each member holding shares with votes shall have one vote)
- on a poll by every Member who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by a proxy (in which case each Member holding shares with votes shall have votes as determined in accordance with these articles.

9. Class rights

Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up, only with the consent in writing of the holders of an Investor Majority. Without prejudice to the generality of this article, the special rights attaching to the Preferred Shares shall be deemed to be varied:

9.1 by the Company:

9.1.1 altering its memorandum or articles of association; or

9.1.2 varying in any way (whether directly or indirectly) the rights attached to any of the shares for the time being in the capital of the Company; or

- 9.1.3 applying by way of capitalisation any sum in or towards paying up any share or loan capital of the Company (except as specifically provided for in these articles); or
- 9.1.4 entering into a contract to purchase any of its shares; or
- 9.1.5 redeeming or buying in any of its shares (except as specifically provided for in these articles); or
- 9.1.6 passing a resolution that it be wound up; or
- 9.2 by the Company or any of its subsidiaries:
 - 9.2.1 save in respect of any shares issued pursuant to the Share Option Scheme, the Oriel Agreement and the AIB Agreement, altering, increasing, reducing, sub-dividing or consolidating its authorised or issued share capital the issue of shares which the Company is required to make by reason a right specifically attached to any share under these articles; or
 - 9.2.2 save in respect of any options granted pursuant to the rules of the Share Option Scheme, the Oriel Agreement and the AIB Agreement, granting any option or other right to subscribe for shares.

10. Transfer of shares

The directors shall refuse to register any transfer of shares made in contravention of the provisions of these articles but (subject to Regulation 24 of Table A) shall not otherwise be entitled to refuse to register any transfer of shares. For the purpose of ensuring that a particular transfer of shares is permitted under the provisions of these articles, the directors may request the transferor, or the person named as transferee in any transfer lodged for registration, to furnish the Company with such information and evidence as the directors may reasonably think necessary or relevant. Failing such information or evidence being furnished to the satisfaction of the directors within a period of 28 days after such request the directors shall be entitled to refuse to register the transfer in question.

11. Prohibited, permitted and mandatory transfers

Transfers prohibited absolutely

- 11.1 No sale or transfer of the legal or beneficial interest in any shares in the Company may be made or validly registered if as a result of such sale or transfer and registration thereof a Controlling Interest would be obtained in the Company by a company in which one or more of the Members of the Company (or persons acting in concert with them) has a Controlling Interest (other than by any Investor).

Permitted transfers to relations and Family Trusts

- 11.2 Subject to the provisions of sub-article 11.8 (mandatory transfer on cessation of employment) any Member may at any time during his lifetime transfer all or any shares held by him to a Privileged Relation or to trustees to be held upon a Family Trust of which he is the settlor, provided that any such transfer of shares to trustees to be held upon a Family Trust may only be made with the consent in writing of an Investor Majority.

Criteria for consents to Family Trusts

- 11.3 Where the consent of an Investor Majority is requested to a transfer to a Family Trust such consent must be given if the Investor Majority is satisfied:
- 11.3.1 with the terms of the trust instrument and in particular with the powers of the trustees;
 - 11.3.2 with the identity of the proposed trustees;
 - 11.3.3 that the proposed transfer will not result in 50% or more in the aggregate of the Company's equity share capital being held by trustees of that and any other trusts; and
 - 11.3.4 that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company.

Permitted transfers by Family Trusts

- 11.4 Where any shares are held by trustees upon a Family Trust such shares may be transferred without restriction as to price or otherwise:
- 11.4.1 on any change of trustees, to the new trustees of that Family Trust;
 - 11.4.2 at any time to the settlor or to another Family Trust of which he is the settlor or to any Privileged Relation of the settlor.

Permitted transfers by Employee Trusts

- 11.5 Where any shares are held by the trustees of an Employee Trust:
- 11.5.1 on any change of trustees such shares may be transferred to the new trustees of that Employee Trust; and
 - 11.5.2 such shares may be transferred at any time to a beneficiary of that Employee Trust pursuant to the provisions of any trust deed for the time being in force regulating that Employee Trust and any arrangements which may be made by the trustees for

achieving wider share ownership of shares in the Company provided that an Investor Majority has firstly given their consent.

Permitted transfers by Corporate Investors

- 11.6 Notwithstanding any other provisions of these articles, a transfer of any shares in the Company held by any Investor which is a company may be made to its holding company or to any subsidiary of that holding company (a “**member of the same group**”) without restriction as to price or otherwise, and any such transfer shall be registered by the directors. If any such transferee ceases to be a member of the same group as the original transferor it shall forthwith transfer the relevant shares back to the original transferor, or another member of the same group as the original transferor.

Permitted transfers by Investment Managers and Investment Funds

- 11.7 Notwithstanding any other provision of these articles, a transfer of any shares may be made without restriction as to price or otherwise (and any such transfers shall be registered by the directors) between any Member (or a nominee of a Member) who is:

11.7.1 a person whose principal business is to make, manage or advise upon investments (an “**Investment Manager**”); or

11.7.2 a fund, partnership, company, investment trust, syndicate or other entity whose principal business is to make investments and whose business is managed by an Investment Manager (an “**Investment Fund**”); or

11.7.3 a nominee of an Investment Manager of an Investment Fund; and:

11.7.4 where that Member is an Investment Manager or a nominee of an Investment Manager:

- any participant or partner in or member of any Investment Fund in respect of which the shares to be transferred are held (but only in connection with the dissolution of such Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course); or
- any Investment Fund whose business is managed by the Investment Manager who is or whose nominee is the transferor; or

- any other Investment Manager who manages the business of the Investment Fund in respect of which the shares are held;

11.7.5 where that Member is an Investment Fund or nominee of an Investment Fund:

- any participant or partner in or member of the Investment Fund which is or whose nominee is the transferor (but only in connection with the dissolution of such Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course); or
- any other Investment Fund whose business is managed by the same Investment Manager as manages the Investment Fund which is or whose nominee is the transferor; or
- the Investment Manager who manages the business of the Investment Fund which is or whose nominee is the transferor.

Mandatory transfer on change of control of shareholder

11.8 If a corporate member ceases to be within the control (as such term is defined by section 840 Income and Corporation Taxes Act 1988) of the person(s) who controlled such company on the date on which it became a member of the Company or on the date of adoption of these articles (whichever shall be the later) it shall be deemed to have immediately given a Transfer Notice in respect of all the shares as shall then be registered in its name; provided that this sub-article shall have no application to any member of the Investor Group.

Transfers with shareholder approval

11.9 Notwithstanding any other provision of these articles, a transfer of any shares approved by the holders of 80% or more of the Ordinary Shares and Ordinary A1 Shares (as if the Ordinary Shares and the Ordinary A1 Shares constituted the same class of share) and an Investor Majority may be made without restriction as to price or otherwise and any such transfer shall be registered by the directors.

Mandatory transfer if trust ceases to be a "Family Trust"

11.10 If and whenever any shares in the Company held by trustees upon a Family Trust cease to be so held upon a Family Trust (otherwise than in consequence of a transfer to the settlor or to any Privileged Relation of the settlor) or there cease to be any beneficiaries of the Family Trust other than a charity or charities a Transfer Notice (as hereinafter

defined) shall be deemed to have been given in respect of all shares in the Company by the holders thereof and such shares may not otherwise be transferred.

Mandatory transfer on cessation of employment

- 11.11 Subject to articles 11.12 and 11.13, unless otherwise agreed by an Investor Majority, if an Employee Member becomes a Departing Employee Member, Transfer Notice(s) shall be deemed to have been served on the relevant Termination Date in respect of all Relevant Shares.

Transfers under this sub-article and articles 11.13 are in these articles referred to as "**Compulsory Employee Transfers**".

- 11.12 Transfer Notices shall not be deemed served in relation to Departing Employee Member's shares pursuant to article 11.11 to the extent that such shares represent 2½% or less of all Equity Shares in issue at the relevant Termination Date. This article 11.12 shall not apply in circumstances where the Departing Employee Member is either of Richard Tuck or William Taylor.
- 11.13 Unless otherwise agreed by an Investor Majority, if the Departing Employee Member is either of Richard Tuck or William Taylor ("**the Relevant Employee Member**") Transfer Notice(s) shall be deemed to have been served on the relevant Termination Date (or after the relevant Termination Date in respect of Shares acquired after such Termination Date) in respect of the relevant fraction of all Relevant Shares of Richard Tuck and William Taylor (as applicable) where the term "**relevant fraction**" means 7,500 Relevant Shares in respect of each of Richard Tuck and William Taylor (as applicable).
- 11.14 All voting rights attached to Relevant Shares held by an Employee Member and his Privileged Relations and Family Trusts (and in the case of article 11.13 in relation to the "**relevant fraction**" of Relevant Shares held by Richard Tuck and William Taylor (as applicable) as Employee Members and their Privileged Relations and Family Trusts) shall at the time he becomes a Restricted Member forthwith be suspended.
- 11.15 Such Relevant Shares whose voting rights are suspended pursuant to article 11.14 ("**Restricted Shares**") shall confer on the holders of the right to receive notice of and attend all general meetings of the Company but shall have no right to vote either in person or by proxy. Such voting rights shall be automatically restored prior to an IPO. If a Restricted Member transfers any Restricted Shares in the Company in accordance with these articles to a person to whom an Investor Majority declares itself satisfied is not a Privileged Relation of the Restricted Member or a trustee for a Family Trust of the Restricted Member, all voting rights attached to the Restricted Shares so

transferred shall upon completion of the transfer (as evidenced by the transferee's name being entered in the Company's register of Members) automatically be restored.

- 11.16 Notwithstanding any other provision of these articles, for so long as any member of the 3i Group is the holder of any shares in the capital of the Company, and the disenfranchisement of shares under article 11.15 would result in all members of the 3i Group being able to exercise more than 49% of the votes attached to all shares in the capital of the Company, the number of votes attaching to all the shares held by members of the 3i Group shall, so long as this situation pertains, be restricted so that the votes conferred on all members of the 3i Group in respect of all shares held by them in the capital of the Company shall represent 49% of the votes attaching to all issued shares in the capital of the Company.
- 11.17 The provisions of article 11.16 shall apply to (i) each member of the Quester Group, (ii) to each member of the NIF Group, (iii) to each member of the 21-ONE Group, (iv) to each member of the 2-A Group, (v) to each member of the 2-B Group, (vi) to each member of the 2000/1 Group, (vii) to each member of the NIF Japan USA Group and (viii) to each member of the NIF Global Group, as if the provisions of article 11.6 were repeated in full herein and each such member were substituted in place of "*3i Group*".
- 11.18 If a Departing Member (or the personal representatives of any such person) shall acquire any Shares after the date of the Termination Date, the provisions of this article 11, 12 and 13 shall apply to all Shares so acquired (and for the avoidance of doubt, other than shares which may be retained in accordance with the provisions of articles 11.12 and 11.13) a Deemed Transfer Notice shall be given in respect of all such Shares immediately on the date on which they are acquired by such Departing Employee Member.

12. Pre-emption rights

Transfer notices

- 12.1 Except where otherwise provided in these articles, every Member who desires to transfer any interest in shares must serve a Transfer Notice and any Member who is required by these articles to transfer any interest in shares will be deemed to have served a Deemed Transfer Notice. Transfer Notices and Deemed Transfer Notices shall constitute the Company the Seller's agent for the sale of the Sale Shares in one or more lots at the discretion of the directors at the price agreed by the Seller and the directors (the "**Sale Price**"). If the Seller and the directors are unable to agree a price within 21 days of the Transfer Notice being given or being deemed to have been given the Sale Price will instead be the price which the Independent Expert shall certify to be in his opinion a fair value of the Sale Shares. In arriving at his

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

Restriction of Sale Price for certain transfers by Employee Members

- 12.2 Unless otherwise agreed by an Investor Majority, in the case of Compulsory Employee Transfers where the Departing Employee Member is not a Good Leaver the Sale Price shall be restricted to a maximum of the original subscription price in respect of the relevant fraction of the Sale Shares. In this sub-article the term “**relevant fraction**” means all the Sale Shares of the Departing Employee Member (other than Richard Tuck or William Taylor), and where Richard Tuck or William Taylor (as applicable) are dismissed for reasons of gross misconduct the term “**relevant fraction**” has the meaning given to it in article 11.13.

For the purpose of article 12.2, “*gross misconduct*” shall mean any serious, wrongful, dishonest or grossly negligent act or omission by the relevant employee which, in the reasonable opinion of an Investor Majority has materially diminished the value of their investment in the Company.

Right of Vendor to reject partial sales

- 12.3 A Transfer Notice (but not a Deemed Transfer Notice) may contain a condition (a “**Total Transfer Condition**”) that unless all the Sale Shares are sold by the Company pursuant to this article none shall be sold. Any such provision shall be binding on the Company.

Certification of the Sale Price and right of Seller to cancel

- 12.4 If the Independent Expert is asked to certify the fair value his certificate shall be delivered to the Company. As soon as the Company receives the certificate it shall deliver a copy of it to the Seller. The Seller shall be entitled by notice in writing given to the Company within 7 days of the service upon him of the copy certificate to cancel the Company’s authority to sell the Sale Shares unless the shares are to be sold pursuant to a Deemed Transfer Notice. The cost of obtaining the certificate shall be paid by the Company unless the Seller cancels it in which case the Seller shall bear the cost.

Pre-emptive offers-general

- 12.5 Once the Sale Price has been determined then, unless the Seller has given a valid notice of cancellation, the Sale Shares shall be offered for sale in accordance with the following provisions of this article 12.

Preliminary offer to a "Warehouse"

- 12.6 Provided an Investor Majority has given its prior written consent, any Sale Shares being sold by reason of a Compulsory Employee Transfer shall first be offered to the Company. Such consent shall not be unreasonably withheld but it will be reasonable for an Investor Majority to withhold consent if in its opinion any transfer of such Sale Shares to the Company under this sub-article would result in the Company becoming a subsidiary company of any member of the 3i Group, any member of the Quester Group, any member of the NIF Group, any member of the 21-ONE Group, any member of the 2-A Group, any member of the 2-B Group, any member of the 2000/1 Group, any member of the NIF Japan USA Group and any member of the NIF Global Group. For the purposes of this sub-article "*subsidiary*" shall include subsidiaries under tax legislation and company law. Consent shall be deemed to have been refused by an Investor Majority who has not given consent within 14 days of being requested to do so. If consent is refused under this sub-article the Sale Shares in question shall instead be offered for sale to an Employee Trust provided that the Employee Trust or Employee Trusts, as the case may be, may not hold more than 24,959 Equity Shares without the consent of an Investor Majority. Any offer under this article to the Company or the Employee Trust must be made within 21 days of the consent being given or refused. Any Sale Shares not sold under this sub-article within 21 days of being offered to the Company or Employee Trust (as the case may be) will be available for sale to the Members as set out below.

Offer to members

- 12.7 Subject to their first being offered to the Company or an Employee Trust under article 12.7, as soon as the Sale Shares become available they shall forthwith be offered for sale by the Company giving notice in writing to that effect to all holders of Equity Shares (other than the Seller and Restricted Members). The notice shall specify:
- (a) the number of Sale Shares on offer and the Sale Price;
 - (b) whether the Sale Shares are subject to a Total Transfer Condition;
 - (c) the date by which the application to purchase the Sale Shares has to be received by the Company (being a date no less than 14 days and no more than 21 days after the date of the notice).

- 12.8 The notice shall set out the method of allocation of the Sale Shares and shall invite each Member to apply in writing to the Company for as many of the Sale Shares (if any) as that Member would like to purchase.

Basis of allocation to members

- 12.9 If the total number of Sale Shares applied for by the Members is equal to or less than the number of Sale Shares available, the Sale Shares shall be allocated in satisfaction of the applications received.

- 12.9.1 If the total number of Sale Shares applied for is more than the number of Sale Shares available, the directors shall allocate Sale Shares in satisfaction of each Member's application for Sale Shares in accordance with the following formula. This formula shall be applied repeatedly until such time as there are no Sale Shares remaining to be allocated. Each application of the formula is herein referred to as an "**iteration**".

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

- A** is the number of Sale Shares to be allocated to the relevant Member in the iteration.
- B** is the number of Equity Shares held by the Member.
- C** is the number of Equity Shares held by all Members to whom the iteration is being applied.
- D** is the number of Sale Shares or, after the first iteration, the number of Sale Shares remaining unallocated by previous iterations.

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

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

Transfer procedure for pre-emptive offers

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

Transfers free of pre-emption

- 12.11 If the Company does not find purchasers for all of the Sale Shares under the terms of this article 12, the Seller shall at any time within six months after the date of the offer by the Company to its Members be free to sell and transfer such of the Sale Shares as have not been so sold to any person at a price which is no less than the Sale Price. If the Sale Shares were the subject of a Total Transfer Condition such a sale may only be made of all the Sale Shares and not part only.

Effect of non-compliance

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

13. Transfer of control

Tag along

- 13.1 No sale or transfer of the legal or beneficial interest in any shares in the Company may be made or validly registered without the consent in writing of an Investor Majority if, as a result of such sale or transfer and registration thereof, a Controlling Interest would be obtained in the Company by any person or group of persons acting in concert (other than by any Investor) unless the proposed transferee or transferees or his or their nominees:

13.1.1 are independent third parties acting in good faith;

13.1.2 has or have offered to purchase all the Equity Shares; and

13.1.3 has or have allocated the consideration payable for all the shares it is purchasing and offering to purchase in the same manner as if the consideration was to be distributed to the selling shareholders in accordance with the provisions of article 5.

Drag along

- 13.2 If an Investor Majority (the **"Selling Shareholders"**) wish to transfer all their interest in Equity Shares (the **"Sellers' Shares"**) to a bona fide arms length purchaser (the **"Third Party Purchaser"**) the Selling Shareholders shall have the option (the **"Drag Along Option"**) to require all the other holders of Equity Shares (the **"Called Shareholders"**) to sell and transfer all their shares to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with the provisions of this article.
- 13.3 The Selling Shareholders may exercise the Drag Along Option by giving a written notice to that effect (a **"Drag Along Notice"**) at any time before the transfer of the Sellers' Shares to the Third Party Purchaser. A Drag Along Notice shall specify that the Called Shareholders are required to transfer all their Equity Shares (the **"Called Shares"**) pursuant to this article, the person to whom they are to be transferred, the consideration for which the Called Shares are to be transferred (calculated in accordance with this article) and the proposed date of transfer.
- 13.4 Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers' Shares by the Selling Shareholders to the Third Party Purchaser within 60 days after the date of service of the Drag Along Notice. The Selling Shareholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 13.5 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be that to which they would be entitled if the total consideration proposed to be paid by the Third Party Purchaser were distributed to the holders of the Called Shares and the Sellers' Shares in accordance with the provisions of article 5.
- 13.6 No Drag Along Notice may require a Called Shareholder to agree to any terms save those specifically provided for in this article.
- 13.7 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Sellers' Shares unless:
- 13.7.1 all of the Called Shareholders and the Selling Shareholders agree otherwise; or
- 13.7.2 that date is less than 3 days after the Drag Along Notice where it shall be deferred until the third day after the Drag Along Notice.

- 13.8 The rights of pre-emption set out in these articles shall not arise on any transfer of shares to a Third Party Purchaser (or as they may direct) pursuant to a sale in respect of which a Drag Along Notice has been duly served.
- 13.9 If any holder of Equity Shares does not on completion of the sale of Called Shares execute transfer(s) in respect of all the Called Shares held by them the defaulting holder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholders to be their agent and attorney to execute all necessary transfer(s) on his behalf against receipt by the Company (on trust for such holder) of the purchase monies or any other consideration payable for the Called Shares deliver such transfer(s) to the Third Party Purchaser (or as they may direct) and the directors shall forthwith register the Third Party Purchaser (or as they may direct) as the holder thereof. After the Third Party Purchaser (or their nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. It shall be no impediment to registration of shares under this sub-article that no share certificate has been produced.
- 13.10 Upon any person, following the issue of a Drag Along Notice, becoming a member of the Company pursuant to the exercise of a pre-existing option to acquire shares in the Company (a "**New Member**"), a Drag Along Notice shall be deemed to have been served upon the New Member on the same terms as the previous Drag Along Notice who shall thereupon be bound to sell and transfer all such shares acquired by them to the Third Party Purchaser or as the Third Party Purchaser may direct and the provisions of this article shall apply mutatis mutandis to the New Member save that completion of the sale of such shares shall take place forthwith upon the Drag Along Notice being deemed served on the New Member.

14. Appointment of directors

The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director. In addition, the holders of shares representing more than half of the shares which carry the right to attend and vote at general meetings of the Company may by notice to the Company together appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.

15. 3i appointees

Notwithstanding any other provisions of these articles, so long as 3i is the holder of any share in the Company, it shall be entitled to appoint any two persons as directors of the Company to be approved by the directors (whose approval shall not be unreasonably withheld) and to remove from office any persons so appointed and (subject to such

approval) to appoint any other persons in their place. Upon request by 3i the directors shall also procure that one of the 3i appointees is appointed and acts as Chairman of the board of directors of the Company. The remuneration and reasonable expenses to be paid to the 3i appointees shall be payable by the Company and shall be such sum as may be agreed between them and the Company or failing agreement such reasonable sum as shall be fixed by 3i. Upon request by 3i the Company shall also procure that the 3i appointees are appointed directors to any subsidiary of the Company.

16. Quester Investors' appointee

Notwithstanding any other provisions of these articles, so long as the Quester Investors are the holders of any share in the Company, they shall jointly be entitled to appoint as a director of the Company any person approved by the directors (whose approval shall not be unreasonably withheld) and to remove from office any person in his place. The remuneration and reasonable expenses to be paid to the Quester Investors' appointee shall be payable by the Company and shall be such sum as may be agreed between them and the Company or failing agreement such reasonable sum as shall be fixed by the Quester Investors. Upon request by the Quester Investors the Company shall also procure that the Quester Investors' appointee be appointed a director to any subsidiary of the Company.

17. NIF appointee

Notwithstanding any other provisions of these articles, so long as any of NIF, 21-ONE, 2-A, 2-B, 2000/1, NIF Japan USA and NIF Global (together "**the NIF Investors**") are the holders of any share in the Company, they shall jointly be entitled to appoint as a director of the Company any person approved by the directors (whose approval shall not be unreasonably withheld) and to remove from office any person in his place. The remuneration and reasonable expenses to be paid to the NIF Investors appointee shall be payable by the Company and shall be such sum as may be agreed between it and the Company or failing agreement such reasonable sum as shall be fixed by the NIF Investors. Upon request by the NIF Investors the Company shall also procure that the NIF Investors appointee be appointed a director to any subsidiary of the Company.

18. Meetings of directors

Notice of every meeting of the directors shall be given to each director at any address supplied by him to the Company for that purpose whether or not he be present in the United Kingdom provided that any director may waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him. Meetings of the directors may, be held by conference telephone or similar

equipment, so long as all the participants can hear each other. Such meetings shall be as effective as if the directors had met in person.

19. Directors' conflicts of interest

19.1 Subject to the provisions of the Act and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office:

19.1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;

19.1.2 may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;

19.1.3 may (and any firm or company of which he is a partner or Member or director may) act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;

19.1.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and

19.1.5 shall be entitled to vote and be counted in the quorum on any matter referred to in the foregoing paragraphs of this article.

19.2 For the purposes of this article:

19.2.1 a general notice to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;

19.2.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and

19.2.3 an interest of a person who is for any purpose of the Act (excluding any statutory modification not in force when these articles were adopted) connected with a director shall be treated as an interest of the director and in relation to an alternate

director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

20. Lien

The lien conferred by regulation 8 of Table A shall apply to all shares of the Company whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder of the shares or one of several joint holders.

21. Partly paid shares

21.1 The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of regulation 18 in Table A of the words "*and all expenses that may have been incurred by the Company by reason of such non-payment.*"

21.2 If the subscription price of any share (including any premium) is partly paid, the rights to dividend and on a return of capital of any such share shall be abated in the same proportion as the unpaid amount bears to the total subscription price.

22. Seal

Regulation 6 of Table A shall be modified so as to remove the reference to the company seal and regulation 101 of Table A shall be modified by the insertion of the words "*, if the Company has one,*" after the words "*The seal*" at the beginning of that regulation.

23. Indemnity

23.1 Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution of his duties or in relation thereto including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

23.2 The Company may purchase and maintain insurance against any liability falling upon its directors or other officers or auditors which

arises out of their respective duties to the Company or in relation to its affairs.

24. Data protection

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