

Company Number: 3174726

THE COMPANIES ACT 1985 to 1989

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION OF

THE ATTIC (MULTIMEDIA DESIGN) LIMITED

PURSUANT TO S381A OF THE COMPANIES ACT 1985

Dated 15th July 1999

WRITTEN RESOLUTION

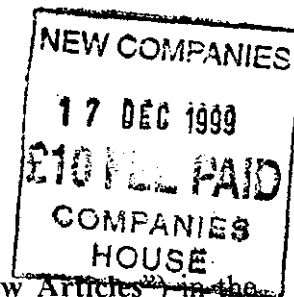
We, the undersigned, being all of the members of the Company who, at the date of this Resolution would be entitled to attend and vote at General Meetings of the Company HEREBY PASS the following Resolutions as Ordinary and/or Special Resolutions (as the case may be) and agree that the said Resolutions shall, for all purposes be as valid and effective as if the same had been passed by us all at a General Meeting of the Company duly convened and held:-

ORDINARY RESOLUTIONS

1. THAT each of the authorised and issued shares of £1 each in the capital of the Company be sub-divided into 100 Ordinary Shares of 1p each.
2. THAT 97,000 of the newly-sub-divided Ordinary Shares of 1p each be classified as "A" Shares and 3,000 of the newly-divided Ordinary Shares of 1p each be classified as "B" Shares, each having the respective rights and obligations set out more particularly in the new Articles of Association of the Company proposed to be adopted pursuant to Resolution 4 below, the existing issued shares being classified as "A" shares..
3.
 - a) THAT the Directors shall have a general and unconditional authority to allot, grant options over, offer or otherwise deal with or dispose of any relevant securities (within the meaning of Section 80 of the Act) of the Company on and subject to such terms as the Directors may determine. The authority hereby conferred shall subject to Section 80 of the Act be for a period expiring five years from the date of the passing of this resolution unless renewed varied or revoked by the Company in General Meeting and the maximum number of relevant securities which may be allotted pursuant to such authority shall be 96,800 "A" Shares of 1p each and 3,000 "B" Shares of 1p each being the authorised but as yet unissued share capital of the Company at the date hereof.
 - b) THAT the Directors shall be entitled under the authority conferred by paragraph a) of this Resolution or under any renewal thereof to make at any time prior to the expiry of such authority any offer or agreement which would or might require relevant securities of the Company to be allotted after the expiry of such authority and thereafter to allot relevant securities accordingly.




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SPECIAL RESOLUTIONS

4. THAT the Company adopt new Articles of Association (the "New Articles") in the form produced to the meeting and initialled by the Chairman for the purposes of identification.
5. THAT the name of the Company be changed to Attic Media Limited

Signature


.....

Name: Mark Weber

Signature


.....

Name: Franklyn Charles Weber

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Company No. 3174726

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

ATTIC MEDIA LIMITED

(adopted by special resolution passed on 15th July 1999)

Harbottle & Lewis
Hanover House
14 Hanover Square
London W1R 0BE

Ref: 53217_1

Company No. 3174726

THE COMPANIES ACTS 1985 AND 1989
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

ATTIC MEDIA LIMITED

(adopted by special resolution passed on 15th July 1999)

PRELIMINARY

1. The regulations contained in Table A scheduled to the Companies (Table A to F) Regulations 1985 (as amended prior to the date of adoption of these Articles) ("Table A") shall, except to the extent that they are excluded or modified by these Articles, apply to the Company and, together with these Articles, shall constitute the articles of the Company. Regulations 24, 38, 60-61, 64-65, 73-78, 80-81, 90, 94-98 and 118 of Table A shall not apply. Regulations 8, 46, 53, 57, 59, 62, 65-68, 72, 79, 84, 88-89, 110, 112, 115 and 116 of Table A shall be modified as set out in these Articles. Regulations 88-89 91 and 93 of Table A shall not apply if and for so long as there is a sole director of the Company and Regulations 40 and 54 of Table A shall be modified if and for so long as the Company has only one member. Other than Table A, no regulations set out in any statute concerning companies, or in any statutory instrument or other subordinate legislation made under any statute, shall apply as the regulations or articles of the Company.
2. Where an ordinary resolution of the Company is expressed to be required for any purpose, a special or extraordinary resolution shall also be effective for that purpose, and where an extraordinary resolution is expressed to be required for any purpose, a special resolution shall also be effective for that purpose.

PRIVATE COMPANY

3. The Company is a private company limited by shares and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

SHARE CAPITAL

4. The authorised share capital of the Company at the time of adoption of these Articles is £1000 divided into 97000 Voting Ordinary Shares of 1p each ("**Voting Shares**"), and 3000 Non-voting Ordinary Shares of 1p each ("**Non-Voting Shares**") (the "**Voting Shares**", "**Non-Voting Shares**" together the "**Ordinary Shares**"). The Voting Shares and the Non-Voting Shares shall be separate classes of shares but, save as hereinafter expressly provided, shall rank pari passu in all respects.
5. A holder of Non-Voting Shares shall be entitled to receive notice of general meetings and to attend general meetings but shall not be entitled to vote at general meetings.
6. Upon:
 - a) a listing of any of the Ordinary Shares in the capital of the Company on the London Stock Exchange Limited or upon any other public securities market in the United Kingdom; or
 - b) the sale of 75% or more of the issued share capital of the Company to a third party who, prior to such sale, is not a holder of any share capital in the Company and is not connected to any such holder of share capital in the Company;then the Non-Voting Shares shall convert into Voting Shares and shall from the date of conversion rank pari passu with such Voting Shares.
7. Subject to the provisions of the Act, the directors have general and unconditional authority to offer, allot (with or without conferring rights of renunciation), grant options over, or otherwise deal with or dispose of any unissued shares of the Company (whether forming part of the original or any increased share capital) to such persons, at such times and on such terms and conditions as the directors may decide but no share may be issued at a discount.
8. The directors have general and unconditional authority, pursuant to section 80 of the Act, to exercise all powers of the Company to allot relevant securities for a period of five years from the date of adoption of these Articles, but this authority may be renewed, varied or revoked from time to time by the Company in general meeting. The maximum amount of relevant securities which may be allotted under this authority shall be the nominal amount of the authorised but unissued share capital of the Company at the date of adoption of these Articles. The directors may before this authority expires make an offer or agreement which would or might require relevant securities of the Company to be allotted after it expires and may allot relevant securities in pursuance of that offer or agreement.

9. The pre-emption provisions of section 89(1) of the Act and the provisions of sub-sections (1) to (6) inclusive of section 90 of the Act shall not apply to the allotment by the Company of any equity security.

LIEN

10. The lien conferred by regulation 8 shall attach also to fully paid shares and to every share registered in the name of a person indebted or under liability to the Company (whether the sole registered holder of a share or one of two or more joint holders) and shall extend to all amounts owing by him or his estate to the Company (whether or not presently payable).

TRANSFERS

11. The directors may, in their absolute discretion and without giving any reason, refuse to register the transfer of a share to any person, whether or not it is a fully-paid share or a share on which the Company has a lien.
12. Before a member (the "Offeror") transfers or disposes of any Ordinary Shares or any interest in or rights attaching to any Ordinary Share, the Offeror shall comply with the conditions set out in the Schedule to these Articles of Association.

NOTICE OF GENERAL MEETINGS

13. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or an elective resolution shall be called by at least 21 clear days' notice. All other extraordinary general meetings shall be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed:
- (a) 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
 - (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote, being (i) a majority 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, a majority 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.

PROCEEDINGS AT GENERAL MEETINGS

14. 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 shall be modified accordingly.
15. The following sentence shall be added to the end of Regulation 53 of Table A: "If a resolution in writing is described as a special resolution or as an extraordinary resolution, it shall have effect accordingly."

VOTES OF MEMBERS

16. Regulation 57 of Table A shall be modified by the inclusion after the word "shall" of the phrase ", unless the directors otherwise determine,".
17. The following sentence shall be added to the end of Regulation 59 of Table A: "Deposit of an instrument of proxy shall not preclude a member from attending and voting at the meeting or at any adjournment of it.".
18. An instrument appointing a proxy shall be in writing in any usual form or in any other form which the directors may approve and shall be executed by or on behalf of the appointor. A proxy need not be a member of the Company.
19. Regulation 62 of Table A shall be modified by the deletion in paragraph (a) of the words "deposited at" and by the substitution for them of the words "deposited at or (if sent by post or by fax) received at", by the substitution in paragraph (a) of the words "at any time" in place of "not less than 48 hours" and by the substitution in paragraph (b) of the words "deposited or received" in place of "deposited" and of the words "at any time" in place of "not less than 24 hours".

NUMBER OF DIRECTORS

20. Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum and the minimum number is one.

ALTERNATE DIRECTORS

21. Any director (other than an alternate director) may appoint any other director, or any other person willing to act, to be an alternate director and may remove from office an alternate director so appointed by him.

22. An alternate director's entitlement to receive notice of meetings shall be subject to his giving the Company an address at which notices may be given to him, and an alternate director who is absent from the United Kingdom shall (subject to the Company having an address for him) be entitled to receive notice of all meetings of directors and meetings of committees of directors. Regulation 66 of Table A shall be modified accordingly.
23. The following sentence shall be added to the end of Regulation 68 of Table A: "Any such notice may be left at or sent by post or fax to the office or another place designated for the purpose by the directors."

POWERS OF DIRECTORS

24. The directors may exercise all the powers of the Company to borrow money, without limit as to amount and upon such terms and in such manner as they think fit and to mortgage and charge all or any part of its undertaking, property and uncalled capital and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

DELEGATION OF DIRECTORS' POWERS

25. The following sentence shall be added at the end of Regulation 72 of Table A: "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 shall be construed as permitting the exercise of the power, authority or discretion by the committee."

APPOINTMENT AND REMOVAL OF DIRECTORS

26. The directors are not subject to retirement by rotation. Regulations 73 to 78 of Table A shall not apply and reference in regulations 67 and 84 of Table A to retirement by rotation shall be disregarded.
27. A person appointed by the directors to fill a vacancy or as an additional director shall not be 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 shall be deleted.
28. No person shall be incapable of being appointed a director by reason of his having reached the age of 70 or another age. No special notice shall be required in connection with the appointment or the approval of the appointment of such person. No director shall be required to vacate his office at any time because he has reached the age of 70 or another age and section 293 of the Act shall not apply to the Company.

29. A member or members holding a majority in nominal value of the shares giving the right to attend and vote at general meetings of the Company may at any time remove a director from office and appoint a person to be a director, but only if the appointment does not cause the number of directors to exceed the maximum number of directors fixed by or in accordance with the Articles. Any such removal or appointment shall be effected by written notice to the Company signed by or on behalf of the member or members (such notice may consist of several documents in similar form each signed by or on behalf of one or more members). The notice shall be left at or sent by post or fax to the office or such other place designated by the directors for the purpose and shall take effect immediately on receipt by the Company of the notice (given in accordance with the Articles) or on such later date (if any) specified in the notice.
30. Without prejudice to Article 26, 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.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

31. 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; or
 - (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (c) he becomes, in the opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as a director; or
 - (d) he resigns his office by notice to the Company; or
 - (e) he is removed from office by notice given by a member or members under Article 26;
 - (f) he is removed from office by a resolution duly passed under s303 of the Act; or
 - (g) he shall for more than six consecutive months have 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.

PROCEEDINGS OF DIRECTORS

32. Regulation 88 of Table A shall be modified by the deletion 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. Any director or alternate director may, by written notice to the Company, waive his right to receive notice of a board meeting, either prospectively or retrospectively, and the presence of any director or alternate director at the start of a meeting shall constitute such a waiver."
33. The following words shall be added at the end of Regulation 89: "and, if he is the alternate director of more than one director, shall be counted separately in respect of each absent appointor".
34. 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 shall be deemed to be present in person at the meeting and shall be 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 directors shall for the purposes of the Articles be deemed to be validly and effectively transacted at a meeting of the directors or of a committee of directors although fewer than two directors or alternate directors are physically present at the same place. The meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
35. 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 shall be one; and
 - (c) all other provisions of the Articles apply with any necessary modification (unless the provision expressly provides otherwise).
36. 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 is directly or indirectly interested. The director shall be counted in the quorum present at a meeting when any such resolution is under consideration and if he votes his vote shall be counted.

THE SEAL

37. The Company may exercise the powers conferred by the Act with regard to having an official seal for use abroad, and those powers are vested in the board.

DIVIDENDS

38. The directors may deduct from a dividend or other amounts payable to a person in respect of a share any amounts due from him to the Company on account of a call or otherwise in relation to a share.

CAPITALISATION OF PROFITS

39. 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 rank for dividend, so long as those shares remain partly paid, only to the extent that those partly-paid shares rank for dividend and regulation 110 of Table A shall be modified accordingly.

NOTICES

40. Regulation 112 of Table A shall be modified 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 shall be entitled to have notices given to him at that address."
41. The last sentence of Regulation 115 shall be deleted and replaced with the following: "A notice sent to a member (or another person entitled to receive notices under the Articles) by first-class post to an address within the United Kingdom shall be deemed to be given 48 hours after posting. A notice sent to a member (or other person entitled to receive notices under the Articles) by airmail to an address outside the United Kingdom shall be deemed to be given 72 hours after posting. A notice left by hand at a member's registered address shall be deemed to have been given on the day it was so left."
42. Regulation 116 of Table A shall be modified by the deletion of the words "within the United Kingdom".

INDEMNITY

43. Subject to the provisions of the Act, but without prejudice to any indemnity to which he may otherwise be entitled, each person who is a director, alternate director or secretary of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses and liabilities incurred by him in the proper execution

of his duties or the proper exercise of his powers, authorities and discretions including, without limitation, a liability incurred:

- (a) defending proceedings (whether civil or criminal) in which judgment is given in his favour or in which he is acquitted, or which are otherwise disposed of without a finding or admission of material breach of duty on his part; or
- (b) 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.

44. The directors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is or was:

- (a) a director, alternate director, secretary or auditor of the Company or of a company which is or was a subsidiary undertaking of the Company or in which the Company has or had an interest (whether direct or indirect); or
- (b) trustee of a retirement benefits scheme or other trust in which a person referred to in the preceding paragraph is or has been interested,

indemnifying him against liability for negligence, default, breach of duty or breach of trust or other liability which may lawfully be insured against by the Company.

SOLE MEMBER

45. If and for so long as the Company has only one member:

- (a) in relation to a general meeting, the sole member or a proxy for that member or (if the member is a corporation) a duly authorised representative of that member shall be a quorum and regulation 40 of Table A shall be modified accordingly;
- (b) a proxy for the sole member may vote on a show of hands and regulation 54 of Table A shall be modified accordingly;
- (c) the sole member may agree that any general meeting, other than a meeting called for the passing of an elective resolution, be called by shorter notice than that provided for by the Articles; and
- (d) all other provisions of the Articles apply with any necessary modification (unless the provision expressly provides otherwise).

SCHEDULE

1. **Transfer Notice**

- 1.1 Initially the Offeror shall give notice in writing (the "**Transfer Notice**") to the other members holding Voting Shares (the "**Initial Offerees**") informing them of the proposed transfer or disposal (the "**Third Part Offer**") and specifying:-
- 1.1.1 the number and class of shares to which the Third Part Offer relates (the "**Offered Shares**")
 - 1.1.2 the identity of the third party (the "**Third Party**") who made the Third Party Offer
 - 1.1.3 the consideration (if any) offered by the Third Part under the Third Party Offer and, where the whole of such consideration is not to be satisfied by the payment of a monetary amount, a figure which is equal to the monetary value of such consideration (the "**Sale Price**") if there is no consideration under the Third Part Offer the Sale Price shall be £1
 - 1.1.4 any other material terms of the Third Party Offer (the "**Terms**").
- 1.2 The Transfer Notice shall state that the Offeror is offering to each of the Initial Offerees the Offered Shares at the Sale Price (the "**Offer**") and shall set out a time period (not being less than 21 days) (the "**Offer Period**") within which Acceptances (as defined below) must be received or in default will automatically lapse. The Transfer Notice shall also state that where one or more Offerees (the "**Competing Offerees**") has accepted the Offer in respect of a higher number of Offered Shares than their pro rata entitlement (by reference to their existing holdings of shares) then the Offered Shares (less the aggregate number of Offered Shares accepted by Offerees who are not Competing Offerees) shall be transferred to the Competing Offerees in proportion (as nearly may be) to the existing holdings of the Competing Offerees. Once given, the Transfer Notice may not be revoked except with the prior written consent of the other members. If a Transfer Notice is revoked, the provisions of these Articles shall continue to apply to the Offered Shares.
- 1.3 In the event that the Offered Shares are Voting Shares, then to the extent that the Offeror does not receive Acceptances in respect of all of the Offered Shares, any remaining Offered Shares shall not be offered to the holders of Non-Voting Shares. In the event that the Offered Shares are Non-Voting Shares, a Transfer Notice in respect of the remaining Offered Shares shall be given to the members holding Non-Voting Shares the "**Subsequent Offerees**") in accordance with the provisions of Paragraph 1 of this Schedule, and the Offer Period shall be extended, only for the benefit of the Subsequent Offerees, for a further 21 days.

- 1.4 If the Offeror purports to transfer or dispose of any share or any interest in or rights attaching thereto without complying with all of the provisions of this Schedule, he shall be deemed to have, immediately prior to such purported transfer or disposal (the "**Purported Transfer**"), given a Transfer Notice to the other members in respect of the Purported Transfer offering to them the Offered Shares at the Sale Price on terms that such offer is irrevocable and will only lapse if not accepted within 21 days of the later of the date of the Purported Transfer and the other members (as a whole) actually becoming aware of the Purported Transfer.
2. **Transfer**
- 2.1 An Initial Offeree or Subsequent Offeree (together the "**Offerees**") shall give written notice to the Offeror and the other Offerees of his acceptance of the Offer and the number of Offered Shares which he is willing to purchase (an "**Acceptance**"). An Offeree shall be entitled to give more than one Acceptance in respect of an Offer each Acceptance being cumulative and not in substitution for any prior Acceptance of that Offer.
- 2.2 Completion of the sale of the Offered Shares to the accepting Offerees shall take place at such reasonable time and place appointed by the board being not less than 3 days and not more than 10 days after the end of the Offer Period at which:
- 2.2.1 each accepting Offeree shall pay (or procure the payment of) his pro-rata share of the Sale Price to the Offeror (or his nominee(s)) and upon such payment by any Offeree the Offeror shall be bound to transfer with full title guarantee to that Offeree the number of Offered Shares accepted by him (as adjusted as per Paragraph (2.1)); and
- 2.2.2 the Offeror shall deliver to each accepting Offeree a duly executed transfer in favour of the Offeree (or his nominee(s)) in respect of the appropriate number of Offered Shares together with the certificates therefore and shall execute all such documents and/or do all such acts as necessary (or as any Offeree may reasonably require) to give effect to the transfers pursuant to Paragraph (2.2.1) and/or to vest in each Offeree (or his nominee(s)) legal title to the Offered Shares to be transferred to it.
- 2.3 If the Offeror, having become bound to transfer any Offered Shares pursuant to Paragraph (2.2) above, makes a default in transferring the same in accordance with the provisions of Paragraph (2.2) the Offeror hereby irrevocably appoints any director of the Company as his attorney to execute and deliver on his behalf the necessary instruments of transfer and execute any other documents and/or do any other acts as may be necessary to transfer any Offered Shares to any accepting Offeree in accordance with the provisions of Paragraph (2.2) and the directors may receive the purchase money for those Offered Shares (such receipt being good discharge for the

Offeree) on behalf of the Offeror (but shall not be bound to earn or pay any interest thereon).

- 2.4 If for any reason any member elects not to exercise his rights hereunder or to waive such rights, such election shall not constitute a waiver of such member's rights to receive a Transfer Notice in the event of any subsequent transfer or disposal.
- 2.5 Any obligation (actual or deemed) to transfer (or to offer) any Ordinary Share pursuant to Paragraphs (1) and (2) shall be deemed to be an obligation to transfer (or to offer to transfer) the entire legal and beneficial interest in such Ordinary Shares together with all rights attaching thereto free from all liens, charges and encumbrances.

3. **Transfer to Third Party**

After the provisions of Paragraph (2) have been complied with in relation to the Offered Shares the Offeror may transfer any remaining Offered Shares the (the "**Remainder Shares**") to the Third Party (or his nominee) (the "**Transfer**") provided that:-

- 3.1 the price is not less than the pro rata Sale Price in respect of the Remainder Shares (after deduction of any dividend or other distribution declared or made in respect of the Remainder Shares after the date of the Notice and to be retained by the Offeror);
- 3.2 the terms are not materially more favourable to the Third Party than the Terms and there are no collateral agreements which make the arrangement more favourable to the Third Party;
- 3.3 the Transfer takes place within 56 days after the end of the Offer Period
- 3.4 the directors may require to be satisfied that the Transfer is a bona fide sale in accordance with the provisions of this Schedule and if not so satisfied may refuse to register the instrument of transfer.

4. **Cessation of Employment**

In the event that a holder of Non-Voting Shares ceases to be an employee of the company or ceases to spend substantially all of his time working on a first call basis for the Company (other than by reason of such dismissal as constitutes, or would constitute, unfair or wrongful dismissal if he had been an employee of the Company, death or incapacity due to ill health or accident), then such holder of Non-Voting Shares shall be deemed to have served a Transfer Notice in accordance with Paragraph (1) in respect of any Ordinary Shares which he holds and the provisions of this Schedule shall apply in respect of such Ordinary Shares.

5. **Tag and Drag Rights**

- 5.1 If at any time any holder of holders of Voting Shares (the “**Majority Shareholders**”) intend to transfer for consideration the beneficial ownership of at least 50% of the issued share capital of the Company and such transfer is other than for the purposes of or in connection with the creation or enforcement of any security notice given to secure indebtedness, they shall serve a Transfer Notice upon the holders of Non-Voting Shares.
- 5.2 Upon service of the Transfer Notice, the Majority Shareholders shall have the option to require the Non-Voting Shareholder to sell to the applicable purchasing Third Party (or such other person as the Majority Shareholder nominates) or procure the purchase of all of the Ordinary Shares held by such Non-Voting Shareholders. The price per share and the timing of completion of such sale or purchase shall be identical and the other terms of such sale or purchase shall be substantially the same as those on which the Majority Shareholders transfer the Ordinary shares to the Third Party.