

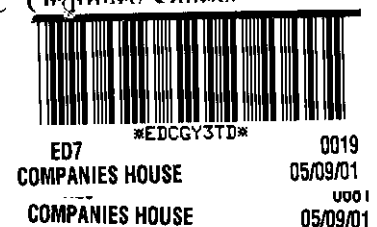
2909-2008

THE COMPANIES ACT 1985
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
TENET LIMITED
ADOPTED BY WRITTEN RESOLUTION
PASSED ON 28 SEPTEMBER 2000

1. DEFINITIONS AND INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

“A’ Ordinary Majority”	the holder or holders of at least 51% of the ‘A’ Ordinary Shares for the time being in issue
“A’ Ordinary Shares”	the ‘A’ Ordinary Shares of 1p each (nominal value) of the Company having the rights set out in Article 4
“A’ Preference Dividend”	the dividend payable under Article 5.1
“A’ Preference Shares”	The ‘A’ Preference Shares of 1p (nominal value) each of the Company having the rights set out in Article 5
“Act”	The Companies Act 1985 as amended re-enacted or replaced from time to time whether before or after the adoption of these Articles
“acting in concert”	has the meaning ascribed to it by the City Code on Takeovers and Mergers as in force and construed on the Investment Date
“Acquisition Agreement”	the agreement dated the Investment Date between Greatminster Group Limited (1) Razorsharpknife Limited (formerly known as Tenet Limited) (2) the Company (3) and Martin Mann (4) whereby the Company agreed to acquire the business, assets and certain liabilities (including the entire issued share capital of Interdependence Group Limited, the M&E Network Limited and Advisor Connect (“the Business”))
“Application Form”	the relevant share offer application form(s) executed by each holder of ‘C’ Ordinary Shares



“Asset Sale”	the disposal by the Group of assets (whether together with associated liabilities or otherwise and as part of an undertaking or otherwise) which represent 90 per cent or more (by book value) of the consolidated gross tangible assets of the Group at that time
“Auditors”	the auditors for the time being of the Company
“‘B’ Ordinary Shares”	the ‘B’ Ordinary Shares of 1p (nominal value) each of the Company having the rights set out in Article 3
“Bank”	Barclays Bank plc and/or any other principal bank as appointed by the Company in accordance with the terms of the Investment Agreement from time to time
“Banking Facilities”	the bank facilities provided by Barclays Bank plc to the Group which comprise, inter alia, the revolving credit facility, the term loan facility and ancillary facilities all of even date and such other facilities as adopted by the Company in accordance with the terms of the Investment Agreement from time to time
“Board”	the directors present at a duly convened quorate meeting of the board or a duly appointed committee thereof
“Borrowings”	includes the following: (a) the amount payable under any hire purchase, credit sale, conditional sale, leasing or similar agreement (other than a lease of real or heritable property) which can, in accordance with generally accepted accounting practice, be attributed to capital; (b) the amount of any payment for goods and services which is deferred (except for deferred payments within the routine course of trading) (c) the nominal amount of any issued share capital and the principal amount of any debentures or borrowed money, together with any fixed or minimum premium payable on redemption or repayment, of any body (whether corporate or unincorporated) the beneficial interest in

which is not for the time being owned by a member of the group and the redemption or repayment of which is the subject of a guarantee or indemnity by a member of the Group

- (d) the outstanding amount raised by acceptances by any bank or accepting house under any acceptance credit facility opened on behalf of and in favour of any member of the Group
- (e) the principal amount of any debenture (whether secured or unsecured) of any member of the Group owned otherwise by a member of the Group
- (f) the principal amount of any preference share capital of any subsidiary owned otherwise than by a member of the Group
- (g) the amount payable under any letter of credit issued in respect of the obligation of any member of the Group; and
- (h) any fixed or minimum premium payable on final redemption or repayment of any borrowing or deemed borrowing

and excludes:

- (a) the Banking Facilities
- (b) the Loan Stock
- (c) the Vendor Loan Notes

“business day”

any day except Saturday, Sunday, Christmas Day or any bank holiday in England

“‘C’ Ordinary Shares”

the ‘C’ Ordinary Shares of 1p (nominal value) each of the Company having the rights set out in Article 6

“Change of Control”

the acquisition whether by purchase, transfer, renunciation or otherwise but excluding a transfer of Shares made in accordance with Article 12 (other than Article 12.5(a) or 12.5(b)) by any person not an original party to the Investment Agreement (“a Third Party Purchaser”) of any interest in any Shares if, upon completion of that

	acquisition, the Third Party Purchaser, together with persons acting in concert or connected with him, would hold more than 50 per cent in nominal value of any class of the Equity Shares
“connected with”	has the meaning ascribed to it in section 839 Income and Corporation Taxes Act 1988 save that there shall be deemed to be control for that purpose whenever either section 416 or section 840 of that act would so require
“Equity Shares”	the ‘A’ Ordinary Shares, ‘B’ Ordinary Shares and ‘C’ Ordinary Shares
“Exit Event”	the earlier to occur of: (a) the date and time at which an agreement referred to in the definition of “Sale” is completed; (b) the date and time at which a Listing takes place; and (c) the date and time at which an Asset Sale takes place
“Fixed Dividend”	the dividend payable under Article 3.1(a)(i), including any arrears and accruals and deficiencies thereof and interest thereon
“Group”	the Company and all its subsidiaries and subsidiary undertakings for the time being and “member of the Group” shall be construed accordingly
“Group Borrowings”	the aggregate amount for the time being outstanding of all Borrowings of members of the Group (excluding amounts borrowed from one member of the Group by another member of the Group)
“IDL Founder Shareholders”	has the meaning ascribed in the Acquisition Agreement
“Investment Date”	the date of adoption of these Articles
“Investor”	an Investor, as defined in the Investment Agreement
“Investment Agreement”	the Agreement relating to the Company dated the same date as the adoption of these Articles and made between (1) the Company, (2) Simon Hudson, Neil Preston, Barry Kayes and Susan

Martin and (3) Murray Johnstone Private Acquisitions Partnership II and South Yorkshire Pension Authority and others as amended, waived, restated, modified or supplemented for the time being

“Investor Director”

has the meaning ascribed to it in Article 20

“Investor Majority”

the holder(s) of at least 75% of the ‘B’ Ordinary Shares for the time being in issue

“Issue Price”

the amount paid up or credited as paid up (including any premium on issue) on the shares concerned, being:

- (a) in respect of each ‘A’ Ordinary Share the sum of £1;
- (b) in respect of each ‘B’ Ordinary Share the sum of £1;
- (c) in respect of each ‘C’ Ordinary Share the sum of £1; and
- (d) in respect of each ‘A’ Preference Share the sum of £1;

“Listing”

means either:

- (a) the admission by the London Stock exchange of all or any of the issued equity share capital of the Company to its Official List, and such admission becoming effective; or
- (b) the granting of permission by the London Stock Exchange for the introduction of all or any of the issued equity share capital of the Company to the Alternative Investment Market, and such permission becoming effective; or
- (c) any equivalent admission to, or permission to deal on, any other Recognised Investment Exchange becoming unconditionally effective in relation to all or any of the issued equity share capital of the Company

“Loan Stock” and “Loan

shall have the meanings attributed pursuant to the

Stock Instrument"	terms of the Investment Agreement
"Loan Stock Coupon"	the interest payable on the Loan Stock pursuant to the Loan Stock Instrument
"London Stock Exchange"	the London Stock Exchange plc
"Member"	any registered holder of a Share for the time being
"Net Profits"	the net consolidated profit of the Group calculated on the historical cost accounting basis and in accordance with the accounting practices, policies and bases of the Company, consistently applied, which are generally accepted in the United Kingdom and as shown in the audited consolidated profit and loss account of the Company for the relevant financial year (a) before provision for, or deducting the amount of, any dividends payable or any provision in respect of redemption of, or any distribution on any Share (b) before provision for the transfer of any sum to reserve or writing off goodwill or any other intangible item (c) after exceptional items and before extraordinary items (which shall in respect of the financial year ending 30 April 2001 only include any impact on the net consolidated profit of the Group as a result of implementing proposed changes in the accounting policies of the Group as set out in the financial report) (d) before deducting corporation tax (and any other tax levied upon or measured by reference to profits or gains) on such profits (including any provision for deferred tax) (e) after adding back any amount payable to any director of the Group in excess of their aggregate basic salaries (as varied from time to time) other than dividends or other distributions taken into account at paragraph (a) of this definition; and (f) after adding back all the transactional costs borne by the Company in respect of the relevant financial year in respect of the acquisition of the Business pursuant to the

	Acquisition Agreement and the investment by the Investors pursuant to the Investment Agreement including all costs incurred in raising finance including the Banking Facilities
“Participating Dividend”	the dividend payable under Article 3.1(a)(ii), including any arrears and accruals and deficiencies thereof and interest thereon
“Recognised Investment Exchange”	has the meaning ascribed thereto in section 207 Financial Services Act 1986
“Repayments”	the repayment of the Loan Stock pursuant to the terms of the Loan Stock Instrument
“Sale”	the making of one or more agreements (whether conditional or not) for the disposal, transfer, purchase, subscription or renunciation of any part of the share capital of the Company giving rise to a Change in Control and for the purposes of this definition “disposal” shall mean a sale, transfer, assignment or other disposition whereby a person ceases to be the absolute beneficial owner of the share in question or voting rights attached thereto or an agreement to enter into such disposal or the grant of a right to compel entry into such an agreement
“Shares”	the ‘A’ Ordinary Shares, the ‘B’ Ordinary Shares the ‘C’ Ordinary Shares and the ‘A’ Preference Shares and “Share” means any one share of any such class
“Table A”	Table A in the Companies (Tables A & F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985
“Tenet”	Razorsharpknife Limited (previously known as Tenet Limited) registered in England number 3468187
“Third Party Purchaser”	has the meaning ascribed to it in the definition of “Change of Control” and where the relevant acquisition was effected by the enunciation of a renounceable letter or allotment, shall include the relevant renounee; and
“Valuers”	means the Auditors unless: (a) a report on Market Value is to be made pursuant to a Deemed Transfer Notice and,

within 21 days after the date of the Deemed Transfer Notice, the Vendor notifies the Board in writing that it objects to the Auditors making that report; or

- (b) the Auditors give notice to the Company that they decline an instruction to report on Market Value

when the Valuers shall be a firm of chartered accountants agreed between the Vendor and the Board or, in default of agreement within 20 business days after the event referred to in (a) or (b) above, appointed by the President of the Institute of Chartered Accountants in England and Wales on the application of the Vendor or the Board

“Vendor Loan Notes”

means the A Series Loan Notes, the B Series Loan Notes and the C Series Loan Notes (each of which are defined in the Acquisition Agreement)

- 1.2 These Articles and the regulations of Table A (subject to any modifications set out in these Articles) shall constitute the articles of association of the Company.
- 1.3 References in these Articles to regulations are to regulations in Table A and references to an Article by number are to the particular Article to these Articles.
- 1.4 In these Articles, words importing a gender include every gender and references to persons shall include bodies corporate, unincorporated associations and partnerships.
- 1.5 Words and expressions defined in or for the purposes of the Act, Table A or the Acquisition Agreement shall, unless the context otherwise requires, have the same meaning in these Articles.
- 1.6 Words and expressions defined elsewhere in these Articles shall bear the meanings thereby ascribed to them.
- 1.7 The headings in these Articles shall not affect their construction or interpretation.

2. AUTHORISED SHARE CAPITAL

- 2.1 The authorised share capital of the Company at the date of the adoption of these Articles is £21,940.00 divided into 350,000 ‘A’ Ordinary Shares, 650,000 ‘B’ Ordinary Shares 65,000 ‘C’ Ordinary Shares and 1,129,000 ‘A’ Preference Shares.

3. “B” ORDINARY SHARES

The rights attached to the ‘B’ Ordinary Shares are as follows:

3.1 Dividends

- (a) The Company shall pay to the members holding 'B' Ordinary Shares and 'C' Ordinary Shares (pari passu as if they constituted one class of Share) subject to the payment of the Loan Stock Coupon and Repayments but otherwise in priority to the dividends on any other classes of Share;
- (i) a cumulative net cash dividend at the rate of 10p per annum in respect of each 'B' Ordinary Share and 'C' Ordinary Shares (pari passu as if they constituted one class of Share) then in issue; and
- (ii) subject to the payment of the Fixed Dividend, a cumulative net cash dividend of an aggregate sum (if any) which is equal to (a) the Relevant Percentage of Net Profits for the relevant financial year as set out in the table below less (b) the aggregate amount of the Fixed Dividend for the relevant financial year:

Financial year ending on	Relevant Percentage - %
30 April 2001	5%
30 April 2002	7.5%
30 April 2003	10%
30 April 2004	12.5%
30 April 2005	15%
each subsequent financial year	15%

Thereafter, subject to the payment of the Loan Stock Coupon and the Repayments, the 'B' Ordinary Shares and 'C' Ordinary Shares (pari passu as if they constituted one class of Share) shall rank pari passu in all respects with the 'A' Ordinary Shares as to dividends in accordance with Article 4.1.

- (b) The Fixed Dividend shall be deemed to accrue from day to day from and including the Investment Date and the Participating Dividend shall accrue from 1 May 2000.
- (c) Subject to the Act, the Fixed Dividend shall be paid in arrears on 31 May and 30 November in each year and on an Exit Event save that the first payment shall be made on 30 November 2000 in respect of the period commencing on the Investment Date down to and including that date.
- (d) Subject to the Act, each Participating Dividend shall be paid 3 months after the end of the relevant financial year of the Company or 14 days after the date on which the auditors sign their report on the audited accounts of the Company for the relevant financial year whichever is earlier.
- (e) For so long as there are 'B' Ordinary Shares and/or 'C' Ordinary Shares in issue, the Company shall require the Auditors, at the Company's expense, to

prepare a statement of the Net Profits for each financial year of the Company within 3 months of the end of the relevant financial year.

- (f) Unless the Company is prohibited from paying dividends by the Act, the Fixed Dividend and Participating Dividend shall (notwithstanding regulations 102 to 108 inclusive or any other provision of these Articles and in particular notwithstanding that there has not been a recommendation of the Board or resolution of the Company in general meeting) be paid immediately on the due date and if not then paid shall be a debt due by the Company and be payable in priority to any later Fixed Dividend and/or Participating Dividend.
- (g) If the Company fails to pay the Fixed Dividend and/or Participating Dividend on a date specified in Article 3.1(a) or (c) (as appropriate) (irrespective of whether such payment is prohibited by the Act), the dividend shall be increased from that date up to payment at the rate of 4 per cent per annum above the base rate of Barclays Bank plc for the time being, compounded on 31 May and 30 November in each year on the amount unpaid.
- (h) Where the company is prohibited by the Act from paying in full any Fixed Dividend and/or Participating Dividend on any date specified in Article 3.1(a) or (c) (as appropriate), then in respect of any Fixed Dividend and/or Participating Dividend which would otherwise require to be paid pursuant to these Articles on that date:
 - (i) the Company shall pay, on that date, to the holders of the 'B' Ordinary Shares and 'C' Ordinary Shares (pari passu as if they constituted one class of Share) on account of the Fixed Dividend and/or Participating Dividend (as appropriate) the maximum sum (if any) which can then, consistently with the Act, be paid by the Company; and
 - (ii) as soon as the Company is no longer prohibited from doing so, the Company shall in respect of the 'B' Ordinary Shares and 'C' Ordinary Shares (pari passu as if they constituted one class of Share) pay on account of the balance of the Fixed Dividend and/or Participating Dividend (as appropriate) for the time being remaining outstanding, and until all arrears, accruals and deficiencies of the Fixed Dividend and/or Participating Dividend (as appropriate) have been paid in full, the maximum amount of Fixed Dividend and/or Participating Dividend (as appropriate) which can, consistently with the Act, properly be paid by the Company at that time.
- (i) Save as provided in this Article 3.1, the holders of the 'B' Ordinary Shares and/or 'C' Ordinary Shares shall have no right to participate in the profits of the Company.

3.2 Capital

On a return of capital whether on liquidation or capital reduction or otherwise (other than a redemption or purchase of shares made in accordance with these Articles) the surplus assets of the Company remaining after the payment of its liabilities shall be

applied, (subject to meeting any unpaid Repayments and/or Loan Stock Coupon) but otherwise in priority to any other class of Share:-

- (a) firstly, in paying to each holder of 'B' Ordinary Shares and 'C' Ordinary Shares (pari passu as if they constituted one class of Share):
 - (i) all unpaid arrears, accruals and deficiencies of the Fixed Dividend and the Participating Dividend on the 'B' Ordinary Shares and 'C' Ordinary Shares (pari passu as if they constituted one class of Share) held by him (the accrual of the Participating Dividend being calculated on the pro rata basis set out in Article 3.2(d)), calculated down to and including the date the return of capital is made (such arrears, accruals and deficiencies being payable irrespective of whether the relevant dividend has become due and payable in accordance with the Articles); and
 - (ii) an amount equal to the Issue Price of all the 'B' Ordinary Shares and 'C' Ordinary Shares (pari passu as if they constituted one class of Share) held by him;
- (b) secondly, in paying to each holder of an 'A' Preference Share an amount equal to the Issue Price of all the 'A' Preference Shares held by him; and
- (c) thereafter, subject to the payment of all amounts payable to the holders of the 'A' Ordinary Shares, in distributing the balance of such assets amongst the holders of the 'B' Ordinary Shares, 'C' Ordinary Shares and the 'A' Ordinary Shares (pari passu as if they constituted one class of Share) in proportion to the numbers of the 'B' Ordinary Shares, 'C' Ordinary Shares and the 'A' Ordinary Shares held by them respectively;
- (d) the pro rata amount shall be a pro rata amount of the Participating Dividend from the date of the commencement of the then current financial year of the Company down to and including the date of return of capital, whether declared or earned and payable under these Articles or not. That amount shall be calculated on the basis set out in Article 3.1(a)(ii) save that "Net Profits" for this purpose shall be:

Adjusted Net Profits multiplied by Proportion of Financial Year where:

"Adjusted Net Profits"

the net profit of the Group, calculated on the same basis as "Net Profits", by reference to the latest available unaudited consolidated management accounts of the Company for the period from the start of the then current financial year to the latest practicable date prior to the date of return of capital; and

"Proportion of Financial Year"

the number of days from the date of the start of the then current financial year down to and including the date of return of capital divided by the number of days in the period to which such management accounts relate.

3.3 **Voting**

The holder of a 'B' Ordinary Share shall be entitled to receive notice of and to attend and speak at any general meetings of the Company and the holder of 'B' Ordinary Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by duly authorised representative or by proxy shall, on a show of hands, have one vote, and, on a poll, have one vote for each 'B' Ordinary Share held by him unless the provisions of Article 3.4 apply.

3.4 If at the date of the notice convening the meeting:

- (a) any dividend payable to the holders of the 'B' Ordinary Shares has not been paid in full within 7 days of its due date (irrespective of whether such dividend is prohibited by the Act); or
- (b) the Company is in breach of its Financial Covenants given to the Bank contained in the Banking Facilities and where such breach is capable of remedy has not been remedied in accordance with the terms of such Banking Facilities; or
- (c) any Loan Stock Coupon or Repayments have not been paid in full within 7 days of its due date

the holders of the 'B' Ordinary Shares shall on a poll be entitled at the meeting and at any adjournment thereof to exercise three times the total number of votes conferred by all the shares of all other classes for the time being in issue.

4. **'A' ORDINARY SHARES**

The rights attached to the 'A' Ordinary Shares are as follows:

4.1 **Dividends**

Subject to the payment of the Loan Stock Coupon, Repayments, Fixed Dividend, Participating Dividend and "A" Preference Dividend, any remaining profits which the Company determines to distribute in respect of any financial year shall subject to the prior written consent or sanction required by Article 8 be applied in distributing the balance of such profits amongst the holders of the 'B' Ordinary Shares, 'C' Ordinary Shares and the 'A' Ordinary Shares then in issue pari passu according to the number of such Shares held by them respectively as if they constituted one class of Share.

4.2 **Capital**

The provisions of Article 3.2 shall apply.

4.3 **Voting**

Each holder of the 'A' Ordinary Shares shall be entitled to receive notice of and to attend and speak at any general meetings of the Company and the holder of 'A' Ordinary Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by duly authorised representative or by proxy shall, on a show

of hands, have one vote each, and, on a poll, have one vote for each 'A' Ordinary Share of which he is the holder.

5. 'A' PREFERENCE SHARES

The rights attached to the 'A' Preference Shares are as follows:

5.1 Dividends

- (a) The Company shall pay on 31 May in each year, the first payment being 31 May 2001 to the members holding 'A' Preference Shares subject to the payment of the Loan Stock Coupon, the Repayments, Fixed Dividend and Participating Dividend but otherwise in priority to the dividends on any other class of Share a non cumulative net cash dividend at the rate per annum set out below in respect of each 'A' Preference Share then in issue.

Financial year ending on	Rate per annum
30 April 2001	4%
30 April 2002	4%
30 April 2003	5%
each subsequent financial year	5%

5.2 Redemption

- (a) Subject to the provisions of the Act and to the remaining provisions of this Article 5.2 and to payment of all outstanding payments of the Loan Stock Coupon, Repayments, Fixed Dividends, Participating Dividends and accrued 'A' Preference Dividends:
- (i) the Company shall, on each of the dates shown in the table below, redeem the number of "A" Preference Shares shown opposite that date:

Date	Rate of redemption
30 April 2004	140,000
Thereafter each subsequent financial year and until all 'A' Preference Shares are redeemed up to a maximum of	140,000

- (ii) the Company shall redeem all the 'A' Preference Shares then in issue immediately prior to, and conditionally upon, the occurrence of an Exit Event.

- (iii) The Company shall pay on each of the Preference Shares so redeemed, as a debt of the Company, the sum equal to its Issue Price together with a sum equal to all accruals of the 'A' Preference Dividend calculated down to and including the date of redemption.

5.3 Where the Company is prohibited by the Act from paying in full any 'A' Preference Dividend on any date specified in Article 5.1(a), then in respect of any 'A' Preference Dividend which would otherwise require to be paid pursuant to these Articles on that date the Company shall pay, on that date, to the holders of the 'A' Preference Shares, the maximum sum (if any) which can then, consistently with the Act, be paid by the Company.

6. **'C' ORDINARY SHARES**

The rights attached to the 'C' Ordinary Shares are as follows:

6.1 **Dividends**

The provisions of Article 3.1 and Article 4.1 shall apply.

6.2 **Capital**

The provisions of Article 3.2 shall apply.

6.3 **Voting**

Each holder of the 'C' Ordinary Shares shall be entitled to receive notice of and to attend and speak at any general meetings of the Company but the holder of 'C' Ordinary Shares shall not be entitled to vote at such general meeting.

7. **PROVISION ON SALE**

7.1 The price for any Loan Stock or 'A' Preference Shares sold in a Sale shall in no circumstances exceed the amount payable thereon pursuant to the Loan Stock Instrument and Article 5 (as appropriate).

- (a) On a Sale the following provisions of this Article 7.1 shall apply to determine the allocation of the proceeds of such Sale.
- (b) The Members selling Shares shall (unless otherwise agreed by an Investor Majority and an Ordinary Majority) pay the proceeds thereof into a joint account at a UK clearing bank nominated by the Investor Majority immediately prior to the Sale and such proceeds shall as between the Members be allocated and paid to them as follows:
 - (i) first, in repaying the Loan Stock, any outstanding repayments and all accrued interest (subject to deduction of tax) pursuant to the terms of the Loan Stock Instrument.
 - (ii) secondly, in paying to Members who sold 'B' Ordinary Shares and 'C' Ordinary Shares (pari passu as if they constituted one class of Share) an

amount equal to all accruals or arrears of the Participating Dividend, the Fixed Dividend or any other dividend declared (but unpaid) on such shares and any interests thereon (whether or not the Company was legally able to pay the same) and an amount equal to the Issue Price thereof;

- (iii) thirdly in redeeming the 'A' Preference Shares and paying to the holders of the 'A' Preference Shares any accrued dividend (whether or not the Company was legally able to pay the same) and an amount equal to the Issue Price thereof; and
- (iv) fourthly, in paying to the holders of 'A' Ordinary Shares an amount equal to any dividend declared but unpaid thereon (whether or not the Company was legally able to pay the same) and an amount equal to the Issue Price thereof; and
- (v) lastly, in dividing the surplus (if any) between the holders of Equity Shares pro rata to the number of Equity Shares held and sold by them in the Sale.

7.2 For the purpose only of this Article 7 a Sale is only an Exit Event if it amounts to a Change of Control of all classes of Equity Shares.

8. VARIATION OF CLASS RIGHTS

8.1 Whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class may (unless otherwise provided by the terms of issue of the shares of that class) be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent in writing of the holders of three quarters of the issued shares of that class, or with the sanction of an extraordinary resolution passed at a separate meeting of the holders of the issued shares of that class, but not otherwise. To every such separate meeting, all the provisions of these Articles relating to general meetings of the Company shall, mutatis mutandis, apply.

8.2 Without prejudice to the generality of this Article, the special rights attached to the 'B' Ordinary Shares shall be deemed to be varied at any time by any of the following:

- (a) an increase, reduction or other alteration in the issued share capital of the Company or any other member of the Group or a variation in the rights attaching to any class thereof, other than from an alteration arising out of a conversion or redemption of shares under these Articles or the allotment of a total of 40,000 'A' Ordinary Shares to the IDL Founder Shareholders or whomsoever they shall direct;
- (b) the grant of an option to subscribe for shares in the Company or any other member of the Group or the issue or the issue of any securities or instruments convertible into shares in any such company;
- (c) other than pursuant to the Banking Facilities and Vendor Loan Notes, the creation by the Company or any other member of the Group of any mortgage,

charge, pledge, lien, encumbrance or other security interest (excluding an interest arising by operation of law in the ordinary course of business);

- (d) the Group Borrowings exceeding the limit imposed by Article 24;
- (e) the making of any material change (including cessation) in the nature of the business of the Group taken as a whole;
- (f) the alteration of the memorandum of association of the Company or these Articles or the passing of any special or extraordinary resolution of the Members;
- (g) the declaration or payment of any dividend or the making of any other distribution in respect of the profits, assets or reserves of the Company or any other member of the Group other than the Fixed Dividend, the Participating Dividend and 'A Preference Dividend and the redemption of the shares in accordance with these Articles;
- (h) the institution of any proceedings for, or the passing of any resolution for the winding up or administration of the Company or any other member of the Group;
- (i) the appointment or removal of any director (other than an Investor Director removed by an Investor Majority in accordance with Article 20) of any member of the Group to or from (as appropriate) the board of directors of any member of the Group;
- (j) a Sale, Asset Sale or Listing;
- (k) the Company or any other member of the Group incurring an obligation to do any of the foregoing; and
- (l) the registration or purported registration of any transfer of any share or interest therein other than as expressly permitted by these Articles.

9. ISSUE OF SHARES

- 9.1 Subject to the Act and to Article 8.2, all unissued Shares in the Company shall be under the control of the directors and they may offer, allot, grant rights or warrants to subscribe for, grant options over, or otherwise deal with or dispose of unissued shares in the Company to such persons and generally on such terms in such manner and at all such times as they may determine.
- 9.2 Section 89(1) and Sections 90(1) to (6) of the Act shall not apply to the Company.
- 9.3 Subject to Article 9.1, the Directors of the Company are hereby authorised pursuant to section 80 of the Act generally to exercise each and every power of the Company to allot relevant securities (as defined in that section) up to a maximum amount in nominal value which when aggregated with the subscriber share(s) and the relevant securities already allotted on the adoption of these Articles is equal to the authorised share capital on such adoption (as set out in Article 2), such authority to expire on the day immediately preceding the fifth anniversary of the adoption of these Articles.

- (a) The Company is hereby allowed to make before the authority conferred by this Article 9 has expired one or more offers or agreements which would or might require relevant securities (as so defined) to be allotted after this authority has expired and the Directors may allot relevant securities (as so defined) after the authority conferred by this Article 9 has expired in pursuance of each and every such offer or agreement made by the Company.
- (b) The authority conferred by this Article 9 is in substitution for each (if any) other authority already given pursuant to the said section 80 whether contained in earlier articles of association of the Company or otherwise and each (if any) such earlier authority is hereby revoked but without prejudice to the validity of any allotment offer or agreement made pursuant to any such earlier authority before the date of adoption of these Articles.

10. LIEN

- 10.1 The lien conferred by regulation 8 shall attach to all Shares of any class whether fully paid or not, and to all Shares registered in the name of any Member for all money present payable by him or his estate to the Company, whether he is their sole registered holder or one of two or more joint holders. Regulation 8 shall be modified accordingly.
- 10.2 All Shares to be sold in the enforcement of the Company's lien or rights of forfeiture shall be offered in accordance with Article 14 (Compulsory Transfers) as if a Deemed Transfer Notice were deemed given in respect of such Shares.

11. TRANSFER OF SHARES – GENERAL

- 11.1 The Board shall not register the transfer of any Share or any interest in any Share unless the transfer:

- (a) is permitted by Article 12 (Permitted Transfers); or
- (b) is made in accordance with Article 13 (Voluntary Transfers), Article 14 (Compulsory Transfers) or Article 15 (Come Along Option);

and, in any such case, is not prohibited under Article 16 (Prohibited Transfers).

- 11.2 For the purpose of ensuring that a transfer of Shares is in accordance with these Articles or that no circumstances have arisen whereby a Member may be bound to give or be deemed to have given a Transfer Notice the Board may from time to time require any Member or any person named as transferee in any transfer lodged for registration to furnish to the Board such information and evidence as they deem relevant for such purpose.
- 11.3 Failing such information or evidence being furnished to their reasonable satisfaction within a reasonable time after request under Article 11.2 the Board may (with the approval of an Investor Majority) in their absolute discretion refuse to register the transfer in question or (with the approval of an Investor Majority where no transfer is in question) require by notice in writing to the Members concerned that a Transfer Notice be given in respect of the Shares concerned.

- 11.4 If such information or evidence requested under Article 11.2 discloses to the satisfaction of the Board in their absolute discretion (with the approval of an Investor Majority) that circumstances have arisen whereby a Member may be bound to give or be deemed to have given a Transfer Notice the Board may in their absolute discretion (with the approval of an Investor Majority) by notice in writing to the Member(s) concerned require that a Transfer Notice be given in respect of the Shares concerned.
- 11.5 An obligation to transfer a Share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Share free from any lien, charge or other encumbrance.
- 11.6 Save as expressly permitted by these Articles no arrangement shall be entered into by any Member whereby the terms upon which that Member holds any Shares are to be varied if as a result any interest in those Shares is varied, disposed of or created or extinguished, except with the prior consent of the holders of the 'B' Ordinary Shares given as if the arrangement was a variation of the rights attaching to the 'B' Ordinary Shares.
- 11.7 Regulations 30 and 31 shall be modified to reflect the provisions of this Article 11 and Articles 12 to 16 (inclusive).

12. PERMITTED TRANSFERS

12.1 Definitions

For the purposes of Article 12, Article 13 and Article 14:

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| (a) | "Family Member" | in relation to a Member, any of his spouse (or widow or widower), children and grandchildren (including step and adopted children and grandchildren) |
| (b) | "Family Trust" | in relation to a Member, a trust which does not permit any of the settled property or the income from it to be applied otherwise than for the benefit of that Member or any of his Family Members and under which no power of control over the voting powers conferred by any Shares the subject of the trust is capable of being exercised by, or being subject to the consent of, any person other than the trustees or such Member or any of his Family Members |
| (c) | "investment fund" | any arrangement constituting a collective investment scheme for the purpose of section 75 Financial Services Act 1986 (as amended or re-enacted for the time being) or which would constitute such a scheme if it did not fall within an exemption or exclusion to that section |
| (d) | "a member of the same" | in relation to a body corporate, any other body corporate which is for the time being a holding |

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|---------------------------------|--|
| group” | company of that body corporate or a subsidiary of that body corporate or a subsidiary of any holding company of which that body corporate is also a subsidiary |
| (e) “permitted transfer” | any transfer of Shares permitted under this Article 12 |
| (f) “Family Shares” | in relation to a Member, any Shares for the time being held by that Member or any of his Family Members or any of his Family Members or Trustees of this Family Trust. |

12.2 Transfers to relations and trustees

- (a) Subject to Articles 12.2(b) to 12.2(e) inclusive and to Article 16, any Member who is an individual may at any time transfer Shares originally allotted to and still held by him to a person or persons shown to the reasonable satisfaction of the Board to be:
 - (i) a Family Member of his; or
 - (ii) trustees to be held under a Family Trust for that Member.
- (b) No transfer of Shares shall be made under Article 12.2(a):
 - (i) unless an Investor Majority has confirmed in writing its satisfaction (such confirmation not to be unreasonably withheld or delayed):
 - (A) with the terms of the instrument constituting the relevant Family Trust and in particular with the powers of the trustees including but not limited to the express power to give warranties and indemnities on any disposal of trust property;
 - (B) with the identity of the trustees and the procedures for the appointment and removal of trustees;
 - (C) with the restrictions on changes in the terms of the trust instrument and on distributions by the trustees; and
 - (D) that none of the costs incurred in establishing or maintaining the relevant Family Trust will be payable by any member of the Group; and

unless the aggregate number of Shares held by that Member following that transfer exceeds the aggregate number of Shares held by that Member’s Family Trusts and Family Members.
- (c) Where Shares are held by trustees under a Family Trust:

- (i) those Shares may, on any change of trustees, be transferred by those trustees to any new trustee of that Family Trust whose identity has been approved in writing by an Investor Majority;
 - (ii) those Shares may at any time be transferred by those trustees to the settlor of that trust or any other person to whom that settlor could have transferred them under Article 12.2(a) if he had remained the holder of them; and
 - (iii) if and whenever any of those Shares cease to be held under a Family Trust (other than by virtue of a transfer made under Article 12.2(c)(ii)), the trustees shall forthwith give a Transfer Notice (as defined in Article 13.1) in respect of all the Shares then held by those trustees and in any event within 28 days of the Shares ceasing to be so held.
- (d) If any person has acquired Shares as a Family Member of a Member by way of one or more permitted transfers and that person ceases to be a Family Member of that Member, that person shall forthwith transfer all the Shares then held by that person back to that Member, for such consideration as they agree, within 28 days of the cessation or, in default of such agreement, at the Market Value (calculated in accordance with Article 13.14).
- (e) Notwithstanding any other provision of these Articles but subject always to Article 12.5(a) no transfer of 'C' Ordinary Shares will be permitted other than as a result of a Transfer Event (as defined in Article 14) which falls within Articles 14.1(a) or 14.1(b) only.
- (f) If the personal representatives of a deceased Member are permitted under these Articles to become registered as the holders of any of the deceased Member's Shares and elect to do so, such Shares may at any time be transferred by those personal representatives under this Article 12.2 to any person to whom the deceased Member could have transferred such Shares under this Article 12 if he had remained the holder of them. No other transfer of such Shares by personal representatives shall be permitted under this Article 12.

12.3 Transfers within groups of companies

- (a) Any Member which is a body corporate may at any time transfer any Shares held by it to a member of the same group.
- (b) Where Shares have been transferred under Article 12.3(a) (whether directly or by a series of such transfers) from a Member ("the Transferor") to a member of the same group as the Transferor ("the Transferee") and subsequent to such transfer the Transferee shall cease to be a member of the same group as the Transferor then the Transferee shall forthwith transfer all the Shares held by it to the Transferor, for such consideration as they agree and if they do not do so within 28 days of the date upon which the Transferee ceased to be a member of the same group the directors may with the consent of an Investor Majority require the Transferee to serve a Transfer Notice in respect of such Shares.

12.4 Transfers between funds

Any Shares held by or on behalf of an investment fund may be transferred:

- (a) to the investment fund for whom the Shares are held; or
- (b) to another investment fund which is managed or advised by the same manager or adviser as the transferor or by a manager or adviser which is a member of the same group as the transferor's manager or adviser; or
- (c) to any unitholder, shareholder, partner or participant in, or manager or adviser (or an officer or employee, past or present, of such partner, manager or adviser) of that investment fund; or
- (d) to any custodian or nominee or other person so authorised, to be held solely on behalf of any person referred to in Article 12.4(a), (b) or (c) above.

12.5 Transfers with consent

- (a) A Member may transfer Shares to any person at any time with the prior written consent of an Investor Majority .
- (b) Any 'B' Ordinary Share may, with the consent of an Investor Majority, be transferred to a Venture Capitalist (as defined in Article 12.5(c)) or to such other person as agreed between the Investor Majority and the Remuneration Committee.
- (c) In this Article 12 "a Venture Capitalist" means any person or firm or partnership whose business comprises to a material extent the holding for investment purposes of unlisted securities in United Kingdom private companies and includes any nominee, custodian or manager used by any such person, firm or partnership to hold such investments.

12.6 Transfers of entire interest

A transfer of any Share pursuant to this Article 12 shall only be treated as a permitted transfer for the purposes of these Articles if it is a transfer of the entire legal and beneficial interest in such share, free from any lien, charge or other encumbrance (save for any interest of beneficiaries under the relevant Family Trust, where applicable).

13. VOLUNTARY TRANSFERS

- 13.1 Except as permitted under Article 12 (Permitted Transfers), any Member who wishes to transfer any Share ("a Vendor") shall before transferring or agreeing to transfer such Share or any interest in it, serve notice in writing ("a Transfer Notice") on the Company of his wish to make that transfer. Save as permitted by Article 11 and subject always to Article 12, and Article 13 a Member who wishes to transfer an interest in a Share (but not the Share itself) may do so only with the prior approval of both an Ordinary Majority and an Investor Majority.

- 13.2 In the Transfer Notice the Vendor shall specify:

- (a) the number of Shares ("Sale Shares") which he wishes to transfer;
- (b) the identity of the person (if any) to whom the Vendor wishes to transfer the Sale Shares;
- (c) the price per share at which the Vendor wishes to transfer the Sale Shares ("the Proposed Sale Price");
- (d) any other terms relating to the transfer of the Sale Shares; and
- (e) whether the Transfer Notice is conditional upon all (and not part only) of the Sale Shares being sold pursuant to the following provisions of this Article 13 ("a Total Transfer Condition").

13.3 Each Transfer Notice shall:

- (a) relate to one class of Shares only;
- (b) constitute the Company as the agent of the Vendor for the sale of the Sale Shares on the terms of this Article 13;
- (c) save as provided in Article 13.5, be irrevocable; and
- (d) not contain or be deemed to contain a Total Transfer Condition unless the same is both expressly stated therein and permitted by these Articles.

13.4 The Sale Shares shall be offered for purchase in accordance with this Article 13 at a price per Sale Share ("the Sale Price") agreed between the Vendor and the Board (with the approval of the Investor Director) or, in default of such agreement by the end of the 15th business day after the date of service of the Transfer Notice, the lower of:

- (a) the Proposed Sale Price, in which case for the purpose of these Articles the Sale Price shall be deemed to have been agreed at the end of that 15th business day; or
- (b) if the Board or an Investor Majority so elects within that 15 business day period after the date of service of the Transfer Notice, the price per share reported on by the Valuers as their written opinion of the open market value of each Sale Share in accordance with Article 13.14 ("the Market Value") as at the date of service of the Transfer Notice (in which case for the purposes of these Articles the Sale Price shall be deemed to have been determined on the date of the receipt by the Company of the Valuer's report).

13.5 If the Market Value is reported on by the Valuers under Article 13.4(b) to be less than the Proposed Sale Price, the Vendor may revoke the Transfer Notice by written notice given to the Board within the period ("the Withdrawal Period") of 5 business days after the date the Board serves on the Vendor the Valuer's written opinion of the Market Value.

13.6

- (a) Subject to Article 13.6(b) if the Sale Shares are not 'A' Ordinary Shares, the Board shall at least 10 business days after and no more than 20 business days after the Sale Price has been agreed or determined give an offer notice (an "Offer Notice") to all Members to whom the Sale Shares are to be offered in accordance with these Articles (whether first, second, third or fourth level offerees).
- (b) If the Sale Shares are 'A' Ordinary Shares, the Board shall give an Offer Notice to all Members or Board Invitees to whom the Sale Shares are to be offered in accordance with these Articles at least 10 business days after and no more than 20 business days after whichever first occurs of:
 - (i) Board Invitee(s) having been determined under Article 13.8 in respect of all the Sale Shares;
 - (ii) an Investor Majority waiving the requirement to offer Sale Shares to Board Invitees; or
 - (iii) the period to find Board Invitees having expired without Board Invitees having been found in respect of all the Sale Shares.

13.7 An Offer Notice shall expire 35 business days after its service and shall:

- (a) specify the Sale Price;
- (b) contain the other details included in the Transfer Notice; and
- (c) invite the relevant offerees to apply in writing, before expiry of the Offer Notice, to purchase the numbers of Sale Shares specified by them in their application.

13.8 Sale Shares of a particular class specified in column (1) in the table below shall be treated as offered:

- (a) in the first instance to all persons in the category set out in the corresponding line in column (2) in the table below; and
- (b) to the extent not accepted by persons in column (2), to all persons in the category set out in the corresponding line in column (3), to the extent not accepted by persons in column (3), to all persons in the category set out in the corresponding line in column (4) (if any) in the table below, but no Shares shall be treated as offered to the Vendor or any other Member who is then bound to give, has given or is deemed to have given a Transfer Notice.

(1) Class of Sale Shares	(2) First Offer to	(3) Second Offer to	(4) Third Offer to
'A' Ordinary Share	Board Invitees	Members holding 'A' Ordinary Shares pro rata to their holdings of such shares	Members holding 'B' Ordinary Shares
'B' Ordinary Shares	Members holding 'B' Ordinary Shares	Members holding 'A' Ordinary Shares	-----
'A' Preference Shares	Members holding 'B' Ordinary Shares	Members holding 'A' Ordinary Shares	-----
'C' Ordinary Shares	Members holding 'B' Ordinary Shares	Members holding 'A' Ordinary Shares	-----

- (c) The expression "Board Invitees" in these Articles means a person or persons (including the trustees of any trust for the benefit of employees, of, any actual or proposed employees of, any member of the Group) selected (in the 60 business days immediately following the date on which the Sale Price is agreed or determined) by the Board with the written approval of an Investor Majority. If no such selection occurs for whatever reason in this period then the Investor may, with the written approval of the Board, select the Board Invitees within a further period of 60 business days. Any approval required under this Article 13.8(c) shall not be unreasonably withheld or delayed.

13.9 After the expiry date of the Offer Notice, (or, if earlier, after valid applications being received for all the Sale Shares in accordance with Article 13.7), the Board shall, in the priorities and in respect of each class of persons set out in the columns in the table in Article 13.8(b), allocate the Sale Shares in accordance with the applications received, subject to the other provisions of these Articles and Table A, save that:

- (a) if there are applications from any class of offerees for more than the number of Sale Shares available for that class of offerees, they shall be allocated to those applicants in proportion (as nearly as possible but without allocating to any Member more sale Shares than the maximum number applied for by him) to the number of Shares of the class which entitles them to receive such offer then held by them respectively;
- (b) if it is not possible to allocate any of the Sale Shares without involving fractions, they shall be allocated amongst the applicants of each class in such manner as the Board shall think fit;

- (c) any allocation of Sale Shares to or between Board Invitees shall be entirely at the discretion of the Board with an Investor Majority's approval; and
 - (d) if the Transfer Notice contained a Total Transfer Condition, no allocation of Sale Shares shall be made unless all the Sale Shares are allocated.
- 13.10 The Board shall, within 5 business days of the expiry date of the Offer Notice, give notice in writing ("a Sale Notice") to the Vendor and to each person to whom Sale Shares have been allocated (each a "Purchaser") specifying the name and address of each Purchaser, the number of Sale Shares agreed to be purchased by him and the aggregate price payable for them.
- 13.11 Completion of a sale and purchase of Sale Shares pursuant to a Sale Notice shall take place at the registered office of the Company at the time specified in the Sale Notice when the Vendor shall, upon payment to him by a Purchaser of the Sale Price in respect of the Sale Shares allocated to that Purchaser, transfer those Sale Shares and deliver the relevant share certificates to that Purchaser.
- 13.12 The Vendor may, during the period of 120 business days commencing 20 business days after the expiry date of the Offer Notice, sell all or any of those Sale Shares for which a Sale Notice has not been given by way of bona fide sale to the proposed transferee (if any) named in the Transfer Notice or, if none was so named, to any transferee at any price per Sale Share which is not less than the Sale Price, without any deduction, rebate or allowance to the proposed transferee, provided that:
- (a) the Vendor may not transfer such share and Board shall not register any transfer to a transferee who is not at that date a Member unless such transferee is first approved in writing by an Investor Majority; and
 - (b) if the Transfer Notice contained a Total Transfer Condition, the Vendor shall not be entitled, save with the written consent of all the other Members, to sell only some of the Sale Shares under this Article 13.12.
- 13.13 If a Vendor fails for any reason (including death) to transfer any Sale Shares when required pursuant to this Article 13, the Board may authorise any person (who shall be deemed to be irrevocably appointed as the attorney of the Vendor for the purpose) to execute the necessary transfer of such Sale Shares and deliver it on the Vendor's behalf. The Company may receive the purchase money for such Sale Shares from the Purchaser and shall upon receipt (subject, if necessary, to the transfer being duly stamped) register the Purchaser as the holder of such Sale Shares. The Company shall hold such purchase money in a separate bank account on trust for the Vendor but shall not be bound to earn interest on any money so held but if any interest is earned it shall be paid to the Vendor. The Company's receipt for such purchase money shall be a good discharge to the Purchaser who shall not be bound to see to the application of it, and after the name of the Purchaser has been entered in the register of Members in purported exercise of the power conferred by this Article 13.13, the validity of the proceedings shall not be questioned by any person.
- 13.14 If instructed to report on their opinion of Market Value under Article 13.4(b) the Valuers shall:

- (a) act as expert and not as arbitrator and their written determination shall be final and binding on the Members; and
- (b) proceed on the basis that the open market value of each Sale Share shall be the sum which a willing purchaser would agree with a willing vendor to be the purchase price for all the class of Shares of which the Sale Shares form part, divided by the number of issued Shares then comprised in that class but so that for this purpose the 'A' Ordinary Shares 'B' Ordinary Shares and 'C' ordinary Shares shall be valued as if they were one and the same class and sold ex dividend but taking no account of any premium or any discount by reference to the size of the holding the subject of the Transfer Notice or in relation to any restrictions on the transferability of the Sale Shares.

13.15 The Company will use its reasonable endeavours to procure that the Valuers deliver their written opinion of the Market Value to the Board and to the Vendor within 28 days of being requested to do so.

13.16 The Valuers' fees for reporting on their opinion of the Market Value shall be borne as to one half by the Vendor and as to the other half by the Purchaser pro rata to the number of Sale Shares purchased by them unless:

- (a) the Vendor revokes the Transfer Notice pursuant to Article 13.5; or
- (b) none of the Sale Shares are purchased pursuant to this Article 13

when the Vendor shall pay all the Valuers' fees.

13.17 Unless an Investor Majority shall give notice to the Company to the contrary:

- (a) any 'A' Ordinary Share transferred to a Member holding 'B' Ordinary Shares shall (without further authority than is herein contained being necessary) forthwith on such transfer be deemed to have been converted into a 'B' Ordinary Share;
- (b) any 'B' Ordinary Share transferred to a Member holding 'A' Ordinary Shares shall forthwith in such transfer be deemed to be converted into an 'A' Ordinary Share; and
- (c) any 'C' Ordinary Share transferred to a Member holding either 'A' Ordinary Shares or 'B' Ordinary Shares shall forthwith in such transfer be deemed to be converted into either an 'A' Ordinary Share or a 'B' Ordinary Share respectively.

14. COMPULSORY TRANSFERS

14.1 In this Article 14, a "Transfer Event" occurs, in relation to any Member:

- (a) if that Member being an individual:
 - (i) shall die; or

- (ii) shall suffer from mental disorder and be admitted to hospital or shall become subject to any court order referred to in regulation 81(c) of Table A;

and within the following one month either an Investor Majority shall thereafter notify the Company or the Board shall resolve that such event is a Transfer Event in relation to that Member for the purposes of this Article;

- (b) if the Member being a body corporate:

- (i) shall have a receiver, manager or administrative receiver appointed over all or any part of its undertaking or assets;
- (ii) shall have an administrator appointed in relation to it; or
- (iii) shall enter into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction); or
- (iv) shall have any equivalent action in respect of it taken in any jurisdiction;

and within the following three months either the Investor Majority shall thereafter notify the Company or the Board shall resolve that such event is a Transfer Event in relation to that Member for the purposes of this Article;

- (c) subject to Article 14.7, if a Member who is at any time a director or employee of a member of the Group shall cease to hold such office or employment and does not remain or thereupon immediately become a director or employee of another member of the Group that event is a Transfer Event in relation to that Member for the purposes of this Article but such Transfer Event shall not be effective (only if the Member is a "Good Leaver") until and unless such date as either an Investor Majority shall thereafter notify the Company or the Board shall resolve and if such notification or resolution is not made within the following 6 months, the Transfer Event shall cease to have effect entirely;
- (d) if a Member or any Family Member or the trustees of any Family Trust of a Member shall attempt to deal with or dispose of any Share or any interest in it otherwise than in accordance with the Article 12 (Permitted Transfers), Article 13 (Voluntary Transfers) and this Article 14 (Compulsory Transfers) or Article 16 (Prohibited Transfers) and within the following three months either the Investor Majority shall thereafter notify the Company or the Board shall resolve that such event is a Transfer Event in relation to that Member for the purposes of this Article; or
- (e) if a Member shall for any reason not give a Transfer Notice in respect of any Shares or transfer any Shares (as the case may be) as required by Articles 11.3, 12.2(c)(iii), 12.2(d) or 12.3(b) and within the following six months either the Investor Majority shall thereafter notify the Company or the Board shall resolve that such event is a Transfer Event in relation to that Member for the purposes of this Article.

- 14.2 Upon the making of a notification or resolution under Article 14.1 that the same is a Transfer Event the Member in respect of whom it is a Transfer Event ("the Relevant Member") and any other Member who has acquired Shares from him under a permitted transfer (directly or by means of a series of two or more permitted transfers) shall be deemed to have immediately given a Transfer Notice in respect of all the Shares then held by such Member(s) ("a Deemed Transfer Notice"), which expression includes a Transfer Notice given under Article 13)). A Deemed Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the same Shares except for Shares which have then been validly transferred pursuant to that Transfer Notice. For the purpose of this Article 14.2, any Shares received by way of rights or on a capitalisation by any person to whom Shares may have been transferred (directly or by means of a series of two or more permitted transfers) shall also be treated as included within the Deemed Transfer Notice.

Notwithstanding any other provision of these Articles, if an Investor Majority so resolves in relation to any Shares, any Member holding Shares in respect of which a Deemed Transfer Notice is deemed given shall not be entitled to exercise any voting rights at general meetings of the Company in respect of those Shares on and from the date of the relevant Deemed Transfer Notice until the entry in the registrar of members of the Company of another person as the holder of those Shares.

- 14.3 The Shares the subject of any Deemed Transfer Notice shall be offered for sale in accordance with Article 13 as if they were Sale Shares in respect of which a Transfer Notice had been given and treating as the Vendor the person who is deemed to have given the Deemed Transfer Notice save that:

- (a) subject to Article 14.4, the Sale Price shall be a price per Sale Share agreed between the Vendor and the Board with the consent of an Investor Majority or, in default of agreement within 15 business days after the making of the notification or resolution under Article 14.1 that the same is a Transfer Event, the Market Value;
- (b) a Deemed Transfer Notice shall be deemed not to contain a Total Transfer Condition and shall be irrevocable whether under Article 13.5 or otherwise;
- (c) the Vendor may retain any Sale Shares for which Purchasers are not found;
- (d) the Sale Shares shall be sold together with all rights, attaching thereto as at the date of the Transfer Event, including the right to any dividend declared or payable on those Shares after that date; and
- (e) Article 14.5 shall apply.

- 14.4 The Sale Price for any Sale Shares which are the subject of a Deemed Transfer Notice given as a consequence of a Transfer Event falling within Article 14.1(c) shall:

- (a) in the case where the Relevant Member is a Good Leaver (as defined in Article 14.6) be their Market Value and;
- (b) in the case where the Relevant Member is a Bad Leaver (as defined in Article 14.6), be the lower of their Market Value and:

- (i) if the Relevant Member ceases to hold office or employment within one year of the Investment Date, 50% of the cost of subscription; and
- (ii) if the Relevant Member ceases to hold office or employment on or after the second anniversary of the Investment Date the cost of subscription, provided always that the Sale Price of the "A" Preference Shares shall always be the Issue Price.

14.5 A dispute as to whether Article 14.4(a) or Article 14.4(b) applies to any Sale Shares shall not affect the validity of a Deemed Transfer Notice but any person who acquires Sale Shares ("the Purchaser") pursuant to a Deemed Transfer Notice while such a dispute is continuing shall pay to the Vendor their Market Value discounted in accordance with Article 14.4(b) (assuming, if not the case, that the Relevant Member is a Bad Leaver) and shall pay the amount of such discount to the Company. The Company shall hold that discount in a separate bank deposit account as trustee to pay it, and interest earned thereon, upon final determination of the dispute:

- (a) to the Purchaser(s) in the case of a Bad Leaver; and
- (b) to the Vendor in the case of a Good Leaver.

Provided always that if the Vendor and Purchaser(s) otherwise agree in writing and notify such agreement to the Company it shall hold and deal with the monies paid into such account and interest as such agreement and notice may specify even though the issue of whether the Relevant Member was a Good Leaver or a Bad Leaver has not been resolved.

14.6 In Article 14.4

- (a) "Good Leaver" refers to a Relevant Member who ceases to be a director or employee (other than a person who has been declared bankrupt) as a result of death, illness (including mental illness), permanent disability, permanent incapacity through ill health or who ceases to be a director or employee in other circumstances and who is classified as a "Good Leaver" by the Investor Majority notwithstanding the provisions of Article 14.6(b).
- (b) "Bad Leaver" refers to any Relevant Member (other than a Good Leaver) who for any reason and in any circumstances ceases to hold either such office and following which is a Relevant Member in respect of whom a Transfer Event occurs.

14.7 For the purposes of Article 14.1(c), the date upon which a Member ceases to hold office as an employee as described therein shall:

- (a) where the employer terminates or purports to terminate a contract of employment by giving notice to the employee of the termination of the employment, whether or not the same constitutes a wrongful or unfair dismissal, be the date of that notice or, if later, the date (if any) for the termination expressly stated in such notice (whether or not a payment is made by the employer in lieu of all or part of the notice period required to be given by the employer in respect of such termination);

- (b) where the employee terminates or purports to terminate a contract of employment by giving notice to the employer of the termination of the employment (whether or not he is lawfully able so to do), be the date of that notice or, if later, the date (if any) for the termination expressly stated in such notice;
 - (c) subject to Articles 14.7(a) and 14.7(b) where an employer or employee wrongfully repudiates the contract of employment and the other respectively accepts that the contract of employment has been terminated, be the date of such acceptance by the employee or employer respectively;
 - (d) where a contract of employment is terminated under the doctrine of frustration, be the date of the frustrating event; and
 - (e) where a contract of employment is terminated for any reason other than in the circumstances set out in Article 14.7(a) to (d) above, be the date on which the action or event giving rise to the termination occurs.
- 14.8 Once a Deemed Transfer Notice shall under these Articles be deemed to have been served in respect of any Share then, save as permitted by Article 12.5.1 no permitted transfer under Article 12 may be made in respect of such Share unless and until an Offer Notice shall have been served in respect of such Share and the period of allocation permitted under Article 13 shall have expired without such allocation.
- 15. COME ALONG OPTION**
- 15.1 If any one or more Investors holding at least 75% of the 'B' Ordinary Shares (together "the Selling Shareholders") wish to transfer all their 'B' Ordinary Shares ("the Relevant Shares") to a bona fide purchaser for value, the Selling Shareholders shall procure that all the other holders of Shares receive an offer to transfer all their shares and shall retain the option (the "Come Along Option") to require that all other holders of shares transfer all their shares pursuant to this Article 15.
- 15.2 The Selling Shareholders may exercise the Come Along Option by giving notice to that effect ("a Come Along Notice") to all other Shareholders ("the Called Shareholders") at any time before the registration of the transfer of Shares resulting in the Change of Control. A Come Along Notice shall specify that the Called Shareholders are required to transfer all their Shares ("the Called Shares") pursuant to Article 15.1 to the Third Party Purchaser, the price at which the Called Shares are to be transferred (determined in accordance with Article 15.4) the proposed date of transfer, the identity of the Third Party Purchaser and that the Called Shares are to be transferred with full title guarantee to the Third Party Purchaser or whomsoever the Third Party Purchaser shall direct in accordance with this Article 15 but upon no other terms, warranties or conditions.
- 15.3 A Come Along Notice is irrevocable but the Come Along Notice and all obligations thereunder will lapse if for any reason there is not a Change of Control caused by a transfer of Shares by the Selling Shareholders to the Third Party Purchaser within 60 days after the date of the Come Along Notice.

- 15.4 The Called Shareholders shall be obliged to sell the Called Shares at the price specified in the Come Along Notice which shall attribute an equal value to all Equity Shares (including the Relevant Shares).
- 15.5 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 Selling Shareholders' Shares unless:
- (a) all of the Called Shareholders agree otherwise; or
 - (b) that date is less than 10 business days after the Come Along Notice, where it shall be deferred until the 10th business day after the Come Along Notice.
- 15.6 Each of the Called Shareholders shall on service of the Come Along Notice be deemed to have irrevocably appointed each of the Selling Shareholders severally to be his attorney to execute any stock transfer and to do such other things as may be necessary or desirable to accept, transfer and complete the sale of the Called Shares pursuant to this Article 15. The rights of pre-emption and other restrictions contained in these Articles shall not apply on any sale and transfer of Shares to the Third Party Purchaser named in a Come Along Notice. For the avoidance of doubt, the Called Shareholders holding 'C' Ordinary Shares have appointed any director of the Company as their attorney upon the terms of their relevant Application Form to carry out, inter alia, such acts.
- 15.7 In connection with the Sale the provisions of Articles 7.1 and 7.2 shall apply to the proceeds of the Shares and save as aforesaid the provisions of this Article 15 shall prevail over any contrary provisions of these Articles. Any Transfer Notice or Deemed Transfer Notice served in respect of any Share shall automatically be revoked by the service of a Come Along Notice.

16. PROHIBITED TRANSFERS

- 16.1 Notwithstanding any other provision of these Articles, no transfer of any Share shall be registered if it is to:
- (a) any minor, undischarged bankrupt, trustee in bankruptcy or person of unsound mind; or
 - (b) any person (other than a Third Party Purchaser named in a Come Along Notice) who has not executed a Deed of Adherence to, and in the manner required by, the Investment Agreement.

17. GENERAL MEETINGS

- 17.1 The Board shall procure that the annual general meeting in respect of each financial year shall be convened to take place not later than 42 days after the date of the auditor's report contained in the audited accounts of the Company for the relevant financial year and that the audited accounts and report shall be laid thereat.
- 17.2 Notice of a general meeting need not be given to any director in that capacity. Regulation 38 shall be modified accordingly.

- 17.3 Regulation 37 shall be amended by the insertion of the words “or the Investor Director acting alone” after the second word of that regulation.

18. PROCEEDINGS AT GENERAL MEETINGS

- 18.1 Any member having the right to vote at the meeting may demand a poll at a general meeting and regulation 46 shall be modified accordingly.
- 18.2 The Chairman shall be entitled to exercise any second or casting vote at any general meeting or class meeting.
- 18.3 A director shall not be required to hold any share qualifications, but nevertheless shall be entitled to attend and speak at any general meeting of the Company and at any separate general meeting of the holders of any class of shares in the capital of the Company.
- 18.4 If a meeting is adjourned under regulation 41 because a quorum is not present, and at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the shareholders present shall form a quorum, and regulation 41 shall be modified accordingly.
- 18.5 Regulation 62 shall be modified by the deletion in paragraph (a) of the words “deposited at” and by the substitution for them of the words “left at or sent by post or by facsimile transmission to” and by the insertion at the end of the regulation after the word “invalid” of the words “unless a majority of the Board (an Investor Director being part of that majority) resolve otherwise”.
- 18.6 Regulation 54 shall not apply.

19. NUMBER OF DIRECTORS

- 19.1 The number of directors shall not be less than two and there shall be no maximum number. Regulation 64 shall not apply.

20. INVESTOR DIRECTOR

- 20.1 Subject to Article 20.2 an Investor Majority may at any time and on more than one occasion appoint any person to be a director (“an Investor Director”) which expression shall, where the context so permits, include a duly appointed alternate of such a director) and at any time and on more than one occasion remove any Investor Director from office.
- 20.2 There shall not be more than two Investor Directors in office at any time.
- 20.3 Any appointment or removal of an Investor Director shall be in writing served on the Company signed by the Investor Majority and shall take effect at the time it is served on the Company or (if later) the date expressly stated therein, whichever is earlier. Any such appointment or removal by a corporation may be signed on its behalf by its duly authorised representative.

- 20.4 Notice of meetings of the Board shall be served on an Investor Director who is absent from the United Kingdom at the addresses for service of notice on each Investor under the Investment Agreement. The third sentence of regulation 88 shall not apply.
- 20.5 Upon written request by an Investor Majority the Company shall procure that any Investor Director is forthwith appointed as a director of any other member of the Group indicated in such request.
- 20.6 Regulation 81(e) shall not apply to an Investor Director.
- 20.7 Where any decision is to be made by any member of the Group in relation to the exercise, enforcement or waiver of its rights under the Acquisition Documents (as defined in the Investment Agreement) or against any member holding 'A' Ordinary Shares or any director or person connected with any such Member or director, any such decision shall be within the exclusive power of a committee of three directors established by the Investor Director which committee shall have (without limitation) exclusive authority in relation to the conduct of any proceedings of whatever nature arising in connection with any such rights and no other director shall have power to settle or compromise any such claim.
- 20.8 The committee referred to in Article 20.7 shall comprise one of the Investor Directors, the Chairman and one of the other directors for the time being of the Company appointed to the committee by the Investor Director and the Chairman and no business shall be conducted at meetings of this committee unless two directors (or their alternates) are present (one of whom is an Investor Director).

21. ALTERNATE DIRECTORS

- 21.1 The words "approved by resolution of the directors and" in regulation 65 shall not apply to an appointment of an alternate director by an Investor Director.
- 21.2 Regulation 66 shall be amended by the insertion between the words "shall" and "be" of the words "(subject to his giving the Company an address within the United Kingdom at which notice may be served upon him)".
- 21.3 A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.
- 21.4 If an alternate director is himself a director or attends any meeting as an alternate director for more than one director, his voting rights shall be cumulative but he shall only be counted once in deciding whether a quorum is present.

22. PROCEEDINGS OF DIRECTORS

- 22.1 The quorum for the transaction of business of the Board shall be two directors, one of whom (but not both) shall be an Investor Director unless either:
- (a) an Investor Director or an Investor Majority has previously agreed otherwise in writing; or
 - (b) there is no Investor Director in office at that time.

- 22.2 Any director or his alternative may validly participate in a meeting of the Board or a committee of the Board by conference telephone or other 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 so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the chairman of the meeting then is.
- 22.3 Save with the consent of the Investor Director:
- (a) the Board shall not delegate any of its powers to a committee other than a Remuneration Committee or an Audit Committee constituted as specified in the Investment Agreement; and
 - (b) meetings of the Board shall not be held outside the United Kingdom.
- 22.4 The Chairman of the Board shall have a second or casting vote at a meeting of the Board.
- 22.5 A director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract (within the meaning of section 317 of the Act) with the Company shall declare the nature of his interest at a meeting of the Board or of any committee of the Board in accordance with that section. Subject where applicable to such disclosure a director may vote at any such meeting on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company Provided always that a director on the Remuneration Committee may not at a meeting of such Committee vote on any item concerning his own office, remuneration or benefits or in which he has a direct interest nor be counted in determining the quorum on such matter. Regulations 94 and 95 shall not apply.

23. RETIREMENT OF DIRECTORS

- 23.1 Directors shall not be required to retire by rotation. Regulations 67 and 78 shall be modified accordingly. Regulations 73 to 77, the second and third sentences of regulation 79, regulation 80 and the last sentence of regulation 84 shall not apply.
- 23.2 The office of a director (other than an Investor Director) shall be vacated if both:
- (a) (being an executive director of the Company or any subsidiary) he ceases to hold office as an employee within the meaning of Article 14.7, of the Company or any subsidiary without being appointed or continuing to be an employee of another member of the Group; and
 - (b) a majority of the Board (including an Investor Director) so requires.

Regulation 81 shall be extended accordingly.

24. BORROWING POWERS

- 24.1 The Board shall restrict the Borrowings of the Company and procure the exercise of all voting and other rights exercisable by the Company so as to secure that the aggregate amount for the time being outstanding of all Group Borrowings shall not at any time without the previous sanction of an Investor Majority exceed £750,000.
- 24.2 No debt incurred or security given in respect of Borrowings or to be taken into account as Borrowings in excess of the limit in Article 24.1 shall be invalid or ineffectual except in the case of express notice to the lender or the recipient of the security at the time when the debt was incurred or security given that the limit in Article 24.1 had been or was thereby exceeded, but no lender or other person dealing with the Company shall be concerned to see or enquire whether such limit is observed.
- 24.3 When the amount of Borrowings required to be taken into account for the purposes of this Article 24 on any particular day is being ascertained, any of such moneys denominated or repayable in a currency other than sterling shall be converted for the purpose of calculating the sterling equivalent either:
- (a) at the rate of exchange prevailing at the close of business in London on that day; or
 - (b) where the repayment of such moneys is expressly covered by a forward purchase contract, currency option, back to back loan, swap or other arrangement taken out or entered into to reduce the risk associated with fluctuations in exchange rates, at the rate of exchange specified in that document.
- 24.4 A report or certificate of the Auditors as to the aggregate amount of Group Borrowings falling to be taken into account for the purposes of or in compliance with this Article shall be conclusive and binding on all concerned.

25. NOTICES

- 25.1 Any notice to be given to the Company pursuant to these Articles shall be sent to the registered office of the Company or presented at a meeting of the Board.
- 25.2 Any notice to be given pursuant to these Articles may be given by facsimile transmission to the facsimile number maintained at the relevant address of the addressee. Such a notice shall be conclusively deemed to have been properly given at the time shown on the transmission report received by the sender.
- 25.3 The words "unless the contrary is proved" shall be omitted from the second sentence of regulation 115 and the figure "24" shall be inserted in substitution for the figure "48" in the second sentence of that regulation. Any notice or other document delivered or left at a registered address otherwise than by post shall be deemed to have been served or delivered on the day it was so delivered or left.

26. INDEMNITY

- 26.1 Subject to the provisions of the Act, but without prejudice to any other indemnity to which the person concerned may otherwise be entitled, every director, alternate

director, auditor, secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or the exercise of his powers or otherwise in relation thereto. Regulation 118 shall be extended accordingly.

- 26.2 The Directors may exercise all the powers of the Company to purchase and maintain for every director or other officer insurance against any liability for negligence, default, breach of duty or breach of trust or any other liability which may be lawfully insured against.

27. SHARE CERTIFICATES ETC

- 27.1 The Company may execute any share certificate, warrant or other document creating or evidencing any security allotted by the Company or any right or option to subscribe granted by the Company under the hand of two Directors or any one Director and the Company Secretary. Regulation 6 of Table A shall be extended accordingly.

28. SUBSIDIARY UNDERTAKINGS

- 28.1 The Board shall exercise all voting and other rights or powers of control exercisable by the Company in relation to itself and its subsidiary undertaking so as to secure (but as regards its subsidiary undertakings only in so far as by the exercise of such rights or powers of control the Board can secure) that:

- (a) no shares or other securities are issued or allotted by any such subsidiary and no rights are granted which might require the issue of any such shares or securities otherwise than to the Company or one of its wholly owned subsidiaries; and
- (b) neither the Company nor any of its subsidiaries transfers or disposes of any shares or securities of any subsidiary of the Company or any interest therein or any rights attached thereto otherwise than to the Company or one of its wholly owned subsidiaries

without in either case the previous consent in writing of an Investor Majority.

- 28.2 Subject to the provisions of the Act, the Board shall procure that each subsidiary undertaking of the Company (being a body corporate) shall make such distributions to the Company as shall enable it to pay all dividends falling to be paid on the Preferred Ordinary Shares and the Preference Shares and to redeem the Preference Shares on the due date (or so much of them as the distributable profits from time to time of the subsidiary undertaking shall permit).