

Company No. 4050380

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

RESOLUTIONS IN WRITING

of

FORCESGROUP LIMITED

In accordance with regulation 53 of Table A in the Schedule to the Companies (Table A) Regulations 1985 (as amended) (as modified by article 10 of the Company's articles of association), we, being all the members of the Company who would, at the date of this resolution, have been entitled to vote upon them as if they had been proposed at a general meeting at which we were present, pass the following resolutions in writing, and in the case of resolution 2 as a special resolution.

Ordinary Resolution

1. THAT 33,970,948 unissued Ordinary Shares of £0.0001 each in the capital of the Company be re-designated as 33,970,948 Convertible Preferred Shares of £0.0001 each in the capital of the Company having the rights set out in the articles of association to be adopted pursuant to paragraph 2 below.
2. THAT the Company adopt the form of articles of association annexed to this written resolution in substitution for the existing articles of association of the Company with effect from the date of this resolution.

DATED: 28 December 2000

SIGNATURE: Wilson Charles Cooney
WILSON CHARLES COONEY

SIGNATURE: Wilson Charles Cooney
as attorney for SIR PATRICK HINE



SIGNATURE: Wilson C Cooney
as attorney for JOHN VINCENT COONEY

SIGNATURE: Wilson C Cooney
as attorney for ANDREW BANKES GOUGH

SIGNATURE: Wilson C Cooney
as attorney for PERRY GENE STEVENS

SIGNATURE: Wilson C Cooney
as attorney for CHARLES EMERSON BISHOP

SIGNATURE: Wilson C Cooney
as attorney for ANTHONY SALVAGGIO

SIGNATURE: Donald Kane
authorised signatory of GLENWOOD PARTNERS L.P., ACTING BY ITS
GENERAL PARTNER, HINSDALE CAPITAL PARTNERS

SIGNATURE: Wilson C Cooney
as attorney for SUSHIL GARG

SIGNATURE: Wilson C Cooney
as attorney for JEFFERY KVAM

Date sent to auditors:

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

FORCESGROUP LIMITED

Registered Number 4050380
Incorporated on 10 August 2000

Adopted by Special Resolution
dated 28 December 2000

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ARTICLES OF ASSOCIATION

OF

FORCESGROUP LIMITED

**Adopted by Special Resolution passed on
28 December 2000**

Interpretation

1. 1.1 In these Articles, unless the context otherwise requires:

"the Act" means the Companies Act 1985 (as amended by the Companies Act 1989) including any statutory modification or re-enactment thereof for the time being in force;

"Affiliates" means

- (i) in relation to any partnership, any partner, any general partner or any partnership under common control with that partnership; and
- (ii) in relation to any company, any subsidiary for the time being of that company, any holding company for the time being of that company and any other subsidiary for the time being of such holding company;

"acting in concert"	bears the same meaning as that ascribed by the Code save that the parties to a shareholders agreement which is in force or which comes into force on the date that these Articles are adopted as the Articles of Association of the Company shall not be deemed to be acting in concert solely by reason of their having executed and their acting in accordance with such shareholders agreement;
"AIM"	means the Alternative Investment Market regulated by the London Stock Exchange;
"American Exchange"	means any of the New York Stock Exchange, Inc., the NASDAQ Stock Market and the American Stock Exchange;
"Appointors"	means Mr Wilson Cooney, Sir Patrick Hine and Glenwood Partners, LP;
"Auditors"	means the auditors of the Company from time to time;
"Board"	means the Directors of the Company from time to time or the Directors present at a meeting of Directors at which a quorum is present or any duly authorised committee thereof;
"Chairman"	means the Chairman of the Board from time to time, being Mr Wilson Cooney on the date of adoption of these Articles as the Articles of Association of the Company;

"clear days"	in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
"Code"	means the City Code on Takeovers and Mergers;
"Connected Person"	bears the meaning ascribed thereto in section 839 of the Income and Corporation Taxes Act 1988 and "persons connected" and "connected" shall be construed accordingly;
"control"	bears the meaning ascribed thereto in section 416 of the Income and Corporation Taxes Act 1988 and "controlled" shall be construed accordingly;
"Conversion Date"	means the date of the first occurring Conversion Event;
"Conversion Event"	means the occurrence of any of the following events: <ul style="list-style-type: none"> (i) a Sale; (ii) the Company is merged, consolidated or otherwise combined with any other person other than by way of a bona fide intra-Group reorganisation; or (iii) a QIPO;
"Conversion Price"	in respect of the Preferred Shares shall be £0.258787 per Preferred

	Share, subject to adjustment under Articles 11.7 and 11.8 and taking into account any subdivision or consolidation of Equity Shares;
"Corporate Member"	shall mean any member who is a validly incorporated body corporate;
"Director"	means any director for the time being of the Company including, where applicable, any alternate Director;
"Equity Shareholder"	means a holder of Equity Shares;
"Equity Shares"	means the Preferred Shares and the Ordinary Shares and any other shares in the capital of the Company which are issued from time to time;
"Executive Director"	means a managing Director, joint managing Director or any other Director who is the holder of any employment with the Company or any member of the Group;
"Exempt Transferee"	means any person(s) to whom Shares may be transferred within the terms of Article 60;
"Fair Price"	means the price per Share determined in accordance with Article 167;
"Family Settlement"	in relation to any Member or beneficial owner of any Shares who is an individual means any trust or trusts (whether arising under a settlement inter vivos or a testamentary disposition by whomsoever made or on intestacy) under which no immediate beneficial interest in the Shares in

question is, for the time being, vested in any person other than the Member or beneficial owner concerned and/or his Privileged Relations and no power of control over the Voting Rights conferred by such Shares is, for the time, being exercisable by or subject to the consent of any person other than the trustee or trustees of such trust or trust (in their capacity as such trustees) or the Member or beneficial owner concerned or his Privileged Relations;

"financial institution" means any Member whom the Remuneration Committee considers to be a bona fide institutional investor;

"Fully Diluted Share Capital" means those shares which would comprise the issued share capital of the Company as at the date of adoption of these Articles as the Articles of Association of the Company if all Warrants and all options under the Share Option Plan had been fully exercised;

"Greenwich Entities" means, collectively, TRV Executive Fund, L.P., Greenwich Fund, L.P., Greenwich Street Capital Partners II, L.P., GSCP Offshore Fund, L.P. and Greenwich Street Employees Fund, L.P., acting together as a single entity and represented by Greenwich Street Investments, LLP;

"the Group" means the Company and its subsidiaries (if any) from time to time and "member of the Group" shall be construed accordingly;

"Investor Directors"	has the meaning set out in Article 98.4;
"Issue Price"	means, in respect of any Share, the price in respect of which such Share was issued or, by the terms of its allotment, deemed issued, inclusive of share premium and whether issued for cash in any currency or for a consideration, in part or in whole, in kind; and where issued for a currency other than pounds sterling, in the amount shown in the Company's books for the purposes of the allotment or, in default, at the rate of exchange applicable on the date of issue of such Share;
"Liquidation"	means the making of a winding up order by the court or the passing of a resolution by the Members that the Company be wound up;
"Liquidity Event"	<p>means the occurrence of any of the following events if any of them occurs prior to conversion of all of the Preferred Shares:</p> <ul style="list-style-type: none"> (i) a Sale; (ii) the Company is merged, consolidated or otherwise combined with any other person other than by way of a bona fide intra-Group reorganisation; (iii) the Company is dissolved; (iv) all or substantially all of the Company's assets are sold in

one transaction or in a series of transactions; or

- (v) the Company is wound up or liquidated.

"Listing" or "Flotation" means the admission of any Ordinary Shares to the Official List of the London Stock Exchange or any other recognised investment exchange (as defined in Section 207 of the Financial Services Act 1986) becoming effective, or the granting of permission for any of the Ordinary Shares to be dealt with on any other stock or investment exchange (including AIM and any American Exchange) and where, in any such case, after the Listing or Flotation Ordinary Shares are freely tradeable, and "float" shall be construed accordingly;

"the London Stock Exchange" means London Stock Exchange plc;

"Member" means a member of the Company;

"the Office" means the registered office of the Company from time to time;

"Ordinary Shares" means the ordinary shares of £0.0001 each in the capital of the Company having the rights and being subject to the restrictions set out in these Articles;

"Ordinary Shareholder" means a Member who holds Ordinary Shares acting in his capacity as a holder of Ordinary Shares and not in his capacity as a holder of any other class of Shares;

"Paid up Amount"	means in respect of any Share, the nominal value of that Share;
"Preferred Shares"	means the Redeemable Convertible Preferred Shares of £0.0001 each in the capital of the Company having the rights and being subject to the restrictions set out in these Articles;
"Preferred Shareholder"	means a Member who holds Preferred Shares acting in his capacity as a holder of Preferred Shares and not in his capacity as a holder of any other class of Shares;
"Privileged Relation"	means the grandparent, parent or spouse or former spouse or brother or sister or spouse or former spouse of any brother or sister of any Member or individual who is a beneficial owner of any Shares or any lineal descendant of such Member or beneficial owner or any person who is or has been married to such lineal descendant, and for these purposes the child, step child, adopted child or illegitimate child of any person shall be deemed to be that person's lineal descendant;
"QIPO"	means a firm commitment underwritten public offering of the Company's Ordinary Shares for the account of the Company and/or its Shareholders which would also constitute a Listing and where the aggregate gross cash proceeds received by the Company at the public offering price equals or exceeds U.S.\$20,000,000;

"related"	means in relation to a body corporate, any holding company of such body corporate or any subsidiary of any such holding company;
"Register"	means the Register of Members;
"Remuneration Committee"	means the remuneration committee of the Company from time to time or, if there is no remuneration committee, the board of Directors of the Company;
"Sale"	<p>means:</p> <ul style="list-style-type: none"> (i) other than as a result of a bona fide intra-Group reorganisation, the completion of an agreement for the purchase of all or substantially all of the issued share capital of the Company (or any Affiliate of the Company to which all or substantially all of the assets and undertaking of the Company has been transferred); or (ii) the completion of the acquisition or, where more than one, the last such acquisition, of issued share capital of the Company (or any Affiliate of the Company to which all or substantially all of the assets and undertaking of the Company has been transferred) made pursuant to an offer as a result of which the offeror becomes entitled or bound to acquire the remainder of such issued share capital; and for the purposes of this

definition, references to the date of sale shall be construed as references to the date upon which the acquisition (or the last acquisition) is completed and references to the offeror shall include any person with whom he is acting in concert;

"Secretary"	means the secretary of the Company from time to time and includes a joint, temporary or assistant secretary and any person appointed by the Board to perform any of the duties of the secretary;
"Shares"	means the Ordinary Shares and the Preferred Shares and any other shares in the capital of the Company;
"Shareholder"	means a Member;
"Share Option Plan"	means the share option plan to be adopted by the Company in respect of options over shares in the capital of the Company representing 10% of the Fully Diluted Share Capital;
"Table A"	means Table A set out in the Companies (Tables A to F) Regulations 1985 as amended;
"Transfer Notice"	means a notice in writing to the Company given by a Member or person proposing to transfer any Share or dispose of any interest in any Share or deemed to be given by a Member in accordance with the provisions of these Articles;

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| "Venturion" | means Venturion ForcesGroup, LLC; |
| "Voting Rights" | means the right to receive notice of, attend (in person or by proxy), speak (in person or by proxy) at and vote (in person or by proxy) at general meetings of the Company; |
| "Warrant Instrument" | means the warrant instrument constituting the Warrants executed by the Company on or about the date of adoption of these Articles as the Articles of Association of the Company; |
| "Warrants" | means the warrants, each of which confers the right to subscribe for one Ordinary Share, constituted by the Warrant Instrument. |
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- 1.2 References to writing includes typewriting, printing, lithography, photography and other modes of representing or reproducing words in a legible and non-transitory form.

 - 1.3 Save where expressly stated to the contrary, any words or expressions defined in the Act or the Insolvency Act 1986, in either case as at the date when these Articles are adopted as the Articles of Association of the Company, will, where the context permits, bear the same meaning in these Articles.

 - 1.4 Where for any purpose an ordinary resolution of the Company is required, a special or extraordinary resolution shall also be effective and, where an extraordinary resolution is required, a special resolution shall also be effective.

 - 1.5 Unless the context otherwise requires:
 - 1.5.1 words in the singular include the plural and vice versa;
 - 1.5.2 words importing any gender include all genders; and

1.5.3 a reference to a person includes a reference to a body corporate and to an unincorporated body of persons

1.6 The headings are inserted for convenience only and do not affect the construction of these Articles.

Preliminary

2. The provisions of Table A of the Act shall be excluded in whole from applying to the Company.

Share Capital

3. At the date of adoption of these Articles as the Articles of Association of the Company the authorised share capital of the Company is £7,000 divided into 33,970,948 Preferred Shares and 36,029,052 Ordinary Shares.

The Equity Shares

4. The rights and restrictions attaching to the Equity Shares are as follows:

4.1 Income

- 4.1.1 Subject to the declaration of such dividends by the Board, the holders of the Preferred Shares shall be entitled to be paid out of the profits of the Company available for distribution and resolved to be distributed (in priority to the payment of any dividend to the holders of the Ordinary Shares) to a fixed cumulative preferential dividend of 8% per annum on the Issue Price of each Preferred Share.
- 4.1.2 The said fixed cumulative preferential dividend due to be paid in respect of the Preferred Shares in respect of the Company's financial year shall be paid in full on or before the date which is three months' from the end of the Company's financial year (but, for the avoidance of doubt, subject to Article 4.1.1) and shall be payable in respect of the period from the date of the issue of the Preferred Shares up to and including such dividend payment date.

- 4.1.3 Subject as aforesaid, any profits which the Directors may lawfully determine to distribute in respect of any financial year shall be distributed among the holders of the Ordinary Shares pro rata in relation to the Paid Up Amount upon each such Share.

4.2 Return of Capital

- 4.2.1 In the event of the occurrence of a Liquidity Event (for the avoidance of doubt in circumstances where the Preferred Shares have not or are not converted into Ordinary Shares prior to the making of any distribution thereafter) any capital and assets remaining after satisfaction of all liabilities of the Company shall be applied, in priority to any payment in respect of any other class of shares of the Company, in making payment to each holder of Preferred Shares on a pari passu basis in the following amounts:

- (a) if the Liquidity Event occurs in the period between the date of adoption of these Articles as the Articles of Association of the Company and 31 December 2001, an amount equal to the product of:

$$(OI \times 1.2) \times PS;$$

- (b) if the Liquidity Event occurs between 1 January 2002 and 31 December 2002 inclusive, an amount equal to the product of:

$$(OI \times 1.4) \times PS;$$

- (c) if the Liquidity Event occurs between 1 January 2003 and 31 December 2003 inclusive, an amount equal to the product of:

$$(OI \times 1.6) \times PS; \text{ and}$$

- (d) if the Liquidity Event occurs at any time after 31 December 2003, an amount equal to the product of:

$$(OI \times 2.0) \times PS.$$

where:

OI = an amount equal to the aggregate of the Issue Price of one Preferred Share together with all accrued but unpaid dividends payable thereon on the date of the occurrence of the relevant Liquidity Event; and

PS = the number of Preferred Shares held by the relevant Preferred Shareholder.

4.2.2 Following payment by the Company of the amounts due to the holders of the Preferred Shares in accordance with Article 4.2.1, the balance of any capital and assets of the Company shall be applied among the holders of the Ordinary Shares on a pro-rata basis.

4.2.3 In the event of a dispute over any amount payable under this Article 4.2 such matter shall be referred to the Auditors for determination who shall act as experts and not as arbitrators and whose determination shall be final and binding. The costs and expenses of the Auditors in any such determination shall be borne by the Company.

4.3 **Change of Control**

4.3.1 In the event of:

- (i) a Sale;
- (ii) the Company being merged, consolidated or otherwise combined with any other person other than by way of a bona fide intra-Group reorganisation; or
- (iii) all or substantially all of the Company's assets being sold in one transaction or in a series of transactions,

each holder of Preferred Shares shall have the option to either:

- (i) elect to convert his Preferred Shares into such number of Ordinary Shares as is determined under Article 4.4 and receive its pro rata distribution in con-

nection therewith; or

- (ii) elect to receive the pro rata amount due to it as a holder of Preferred Shares in accordance with Article 4.2.

4.3.2 The Company shall give not less than 28 days (or if such notice is not possible, such lesser notice as is the longest possible in the circumstances) prior notice to each holder of Preferred Shares of any proposed Sale or other event set out in Article 4.3.1 (which notice shall contain as detailed particulars of the terms of the transaction concerned as are available at that time) to enable such Preferred Shareholder to determine before the occurrence of any such event whether they wish to exercise their conversion rights.

4.4 Conversion

4.4.1 Subject to Article 4.4.3, each holder of Preferred Shares may at any time by notice in writing to the Company elect that some or all of the Preferred Shares held by him shall convert into such number of fully paid Ordinary Shares as is determined by multiplying the number of Preferred Shares to be converted by the Issue Price (as adjusted to take account of any sub-division or consolidation of Equity Shares) divided by the Conversion Price applicable to the Preferred Shares at such time.

4.4.2 Subject to Article 4.4.3, on the day of the first occurring Conversion Event (and in the case of a QIPO or a Sale, immediately prior to (but conditional upon) completion of the QIPO or the Sale) the Preferred Shares shall, in aggregate, automatically convert (without the need for a resolution of the Shareholders or the Board) into such number of fully paid Ordinary Shares as is determined by multiplying the number of Preferred Shares to be converted by the Issue Price (as adjusted to take account of any sub-division or consolidation of Equity Shares) divided by the Conversion Price applicable to the Preferred Shares at such time.

4.4.3 In the event that no Conversion Event has occurred on or prior to 31 December 2005, or if any Preferred Shares have

not then been otherwise converted in accordance with Article 4.4.1 (the occurrence of a Conversion Event or the conversion of Preferred Shares in accordance with Article 4.4.1 being referred to in this Article 4.4 as a "Realisation Event"). Articles 4.4.1 and 4.4.2 shall continue to have effect provided that the number of fully paid Ordinary Shares into which the Preferred Shares held by each holder of Preferred Shares shall convert (the "Conversion Entitlement") shall be calculated as follows:

- (i) If the Realisation Event occurs between 1 January 2005 and 31 December 2005 inclusive, the Conversion Entitlement shall be calculated as follows:

$$\frac{(PS \times 1.08) \times IP}{CP}$$

- (ii) If the Realisation Event occurs between 1 January 2006 and 31 December 2006 inclusive, the Conversion Entitlement shall be calculated as follows:

$$\frac{(PS \times 1.16) \times IP}{CP}$$

- (iii) If the Realisation Event occurs between 1 January 2007 and 31 December 2007 inclusive, the Conversion Entitlement shall be calculated as follows:

$$\frac{(PS \times 1.24) \times IP}{CP}$$

- (iv) If the Realisation Event occurs between 1 January 2008 and 31 December 2008 inclusive, the Conversion Entitlement shall be calculated as follows:

$$\frac{(PS \times 1.32) \times IP}{CP}$$

- (v) If the Realisation Event occurs at any date after 1 January 2009, the Conversion Entitlement shall be calculated as follows.

$$\frac{(PS \times 1.40) \times IP}{CP}$$

where:

CP = the Conversion Price applicable to the Preferred Shares on the date of the Realisation Event;

IP = the Issue Price of the Preferred Shares to be converted (as adjusted to take account of any sub-division or consolidation of Equity Shares); and

PS = the number of Preferred Shares to be converted.

4.4.4 No fractions of Ordinary Shares will be issued upon any conversion of Preferred Shares in accordance with this Article 4.4. The Company may arrange for the sale of the Shares representing fractions and the distribution of the net proceeds of sale in due proportion amongst the Preferred Shareholders who would have been entitled to the fraction(s), (but shall not be required to distribute to any Preferred Shareholder a sum of less than £5 in respect thereof and may retain such amounts for its own account) and for this purpose the Board may authorise some person to transfer the Shares representing fractions to the purchaser. Such purchaser will not be bound to see the application of the purchase money nor will his title to the Shares be affected by any irregularity or invalidity in the proceedings relating to the sale.

5. Redemption

5.1 In the event that the Preferred Shares have not been converted into fully paid Ordinary Shares on or prior to the date which is five years after the date on which these Articles are adopted as the Articles of Association of the Company, the holders of the Preferred Shares may, subject to Article 5.2, at any time thereafter require the Company to redeem all (but not some only) of the Preferred Shares then held by them. The price payable by the

Company upon such redemption (the "Redemption Price") shall be an amount equal to the amount which would have been payable to that holder of Preferred Shares pursuant to Article 4.2.1 in the event that a Liquidity Event had occurred on the Redemption Date (as defined below).

Any holder of Preferred Shares wishing to exercise its rights under this Article shall give not less than 28 days' prior notice in writing to the Company (a "Redemption Notice") specifying the date of redemption (the "Redemption Date").

5.2 5.2.1 Each holder of Preferred Shares wishing to exercise its rights under this Article 5 shall be bound to deliver to the Company at the Office the certificates for those Preferred Shares which are held by him (or an indemnity in place of the certificates in a form satisfactory to the Company, acting reasonably). On delivery of such certificates or indemnity the Company shall pay to the holder the Redemption Price due to him in respect of the redemption calculated as aforesaid PROVIDED THAT such Redemption Price shall be payable in three equal annual installments, the first of which shall be payable on the Redemption Date, the second of which shall be payable on the first anniversary of the Redemption Date and the third of which shall be payable on the second anniversary of the Redemption Date. In the event of a dispute over any amount payable under this Article 5.2.1, such matter shall be referred to the Auditors for determination, who shall act as experts and not as arbitrators and whose determination shall be final and binding. The costs and expenses of the Auditors in any such determination shall be borne by the Company. In the event that the Company has insufficient funds to pay any installment referred to in this Article 5.2.1 on the date on which it is due for payment, payment of such installment shall be made pro rata as between the holders of Preferred Shares.

5.2.2 In the event that the Company shall not have sufficient distributable reserves to redeem Preferred Shares the subject of Redemption Notices served pursuant to this Article 5 then the Members shall use all reasonable endeavours to procure that the Company shall redeem the Preferred

Shares applying alternative mechanisms which comply with applicable law, including, without limitation, by way of a payment out of capital or by the application of the proceeds of a new issue of Shares. In relation to any such new issue of Shares, the Company may issue Shares to any person (subject to Article 11) to finance such redemption provided that any Shares issued for such purpose shall be issued on terms that the proceeds thereof shall be used to finance the redemption in full.

6. Voting

Subject to Article 86.2:

6.1 on a show of hands every Equity Shareholder who (being an individual) is present or (being a corporation) is present by a duly authorised representative, not being himself a Member entitled to vote, shall have one vote; and

6.2 on a poll:

6.2.1 every Ordinary Shareholder shall have one vote for every Ordinary Share of which he is the holder; and

6.2.2 every Preferred Shareholder shall have such number of votes as is determined by multiplying the number of Preferred Shares of which he is the holder by the Issue Price, (adjusted to take account of any sub-division or consolidation of Equity Shares) divided by the Conversion Price applicable to the Preferred Shares at such time, provided that if no Realisation Event shall have occurred on or prior to 1 January 2005, each Preferred Shareholder shall thereafter have such number of votes as corresponds to the number of fully paid Ordinary Shares into which the Preferred Shares held by that Preferred Shareholder are entitled to be converted, calculated in accordance with Article 4.4.3.

Issue of Shares

7. Subject to any special rights conferred on the holders of any Shares or class of Shares, any Share may be issued with or have attached thereto

such rights or restrictions as the Company may by ordinary resolution determine or, if there has not been any such resolution or so far as the same shall not make specific provision, as the Board may determine. Subject to the Act and these Articles, any Shares may, with the sanction of a special resolution, be issued on terms that they are, or at the option of the Company are liable, to be redeemed.

8. Subject to the Act and these Articles, the Company may purchase Shares and make a payment in respect of the redemption or purchase of its own shares otherwise than out of the distributable profits of the Company or the proceeds of a fresh issue of shares.
9. Subject to the provisions of the Act and of every other statute for the time being in force concerning companies and affecting the Company and to the provisions of these Articles and any direction to the contrary that may be given by ordinary resolution of the Company, all the unissued Shares (including any redeemable Shares) of the Company (whether forming part of the existing or any increased capital) shall be at the disposal of the Directors, who may offer, allot, issue, grant options or rights over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions and with such preferred, deferred or other special rights or restrictions whether in regard to dividend, voting, return of capital or otherwise as the Directors may determine, but so that no Shares shall be issued at a discount.
10. For the purposes of section 80 of the Act, the Directors are authorised generally and unconditionally to allot without the authority of the Company in general meeting up to a maximum of such amount of relevant securities as are authorised but unissued at the date of the adoption of these Articles as the Articles of Association of the Company, such authority expiring on the date which is five years from the date on which these Articles are adopted as the Articles of Association of the Company. In this Article, references to the allotment of relevant securities shall be construed in accordance with section 80 of the Act.
11. 11.1 Subject to the Act and save for Shares to be issued (a) pursuant to any shareholders agreement which is in force or which comes into force on the date that these Articles are adopted as the Articles of Association of the Company, (b) upon conversion of any Preferred Share, (c) upon exercise of the Warrants, (d) to any third party in connection with an acquisition by the Company of any assets or property or to a third party in connection with strategic alliances

and lending arrangements approved by a resolution of the Board which at least a majority of the Directors attending the relevant quorate meeting of the Board (including the Special Directors) have voted in favour of, and (e) upon exercise of any options conferring the right to subscribe for Shares which are issued under the Share Option Plan, any Shares which the Company proposes to allot shall first be offered for subscription to the holders of the Equity Shares in the proportion that the number of Equity Shares for the time being held respectively by each such holder bears to the total number of Shares in issue (and for the purpose of calculating such proportion only, the holders of Preferred Shares shall be deemed to have converted their Preferred Shares into Ordinary Shares at the then applicable Conversion Price and to have received the then applicable Conversion Entitlement). Such offer shall be made by notice in writing specifying the number of Shares to which the holder is entitled and limiting a time (being not less than twenty one days) within which the offer, if not accepted, will be deemed to be declined.

- 11.2 Equity Shareholders who accept the offer shall be entitled to indicate that they would accept, on the same terms, Shares (specifying a maximum number) that have not been accepted by other Equity Shareholders ("Excess Shares") and any Excess Shares shall be allotted to Equity Shareholders who have indicated they would accept Excess Shares. Excess Shares shall be allotted pro rata to the aggregate number of Equity Shares held by Equity Shareholders accepting Excess Shares providing that no such Equity Shareholder shall be allotted more than the maximum number of Excess Shares such Equity Shareholder has indicated he is willing to accept. If the number of Excess Shares is not sufficient for all Equity Shareholders to be allotted all the Excess Shares they have indicated they would accept, then the Excess Shares shall be allotted as nearly as practicable in the proportion that the number of Shares which each such Equity Shareholder was entitled to accept when originally offered bears to the total number of Shares which all Equity Shareholders who have indicated that they would accept Excess Shares were entitled to accept when originally offered.
- 11.3 If, owing to the inequality in the number of new Shares to be issued and the number of Shares held by the Equity Shareholders, any difficulty shall arise in the apportionment of any such new

Shares amongst the Equity Shareholders, such difficulties shall, in the absence of direction by the Company, be determined by the Board on as fair a basis as possible.

- 11.4 The offer period shall be not less than fourteen days and for such purposes Articles 161 to 163 shall apply to any offer to allot Shares.
- 11.5 After the expiration of such offer or upon receipt by the Company of an acceptance or refusal of every offer so made, the Board shall be entitled to dispose of any Shares so offered and which are not required to be allotted in accordance with the foregoing provisions in such manner as the Board may think most beneficial to the Company.
- 11.6 The pre-emption right of the Preferred Shareholders under this Article 11 shall terminate on the completion of a QIPO.
- 11.7 In the event that the Company at any time in the period between the date of adoption of these Articles as the Articles of Association of the Company and the first anniversary of that date shall issue further Equity Shares (save for Ordinary Shares issuable (a) pursuant to any shareholders agreement which is in force or which comes into force on the date that these Articles are adopted as the Articles of Association of the Company, (b) upon conversion of any Preferred Share, (c) upon exercise of the Warrants, (d) to any party in connection with an acquisition by the Company or to a third party in connection with strategic alliances and lending and leasing arrangements, approved by a resolution of the Board which at least a majority of the Directors attending the relevant quorate meeting of the Board (including the Investor Directors) have voted in favour of, and (e) upon exercise of any options conferring the right to subscribe for Shares which are issued under the Share Option Plan), or securities convertible into Equity Shares (the "Additional Shares") without consideration or for a consideration per share less than the then current Conversion Price with respect to the Preferred Shares, then in such circumstances the Conversion Price for the Preferred Shares shall be an amount equal to the consideration per share for which the Additional Shares were issued, provided that if the Additional shares were issued without consideration, the Conversion price for the Preferred Shares shall be the Paid-up Amount in respect of the Ordinary Shares.

- 11.8 In the event that the Company at any time after the first anniversary of the date of adoption of these Articles as the Articles of Association of the Company shall issue further Equity Shares (save for Ordinary Shares issuable (a) pursuant to any shareholders agreement which is in force or which comes into force on the date that these Articles are adopted as the Articles of Association of the Company, (b) upon conversion of any Preferred Share, (c) upon exercise of the Warrants, (d) to any party in connection with an acquisition by the Company or to a third party in connection with strategic alliances and lending and leasing arrangements, approved by a resolution of the Board which at least a majority of the Directors attending the relevant quorate meeting of the Board (including the Investor Directors) have voted in favour of, and (e) upon exercise of any options conferring the right to subscribe for Shares which are issued under the Share Option Plan), or securities convertible into Equity Shares (the "Additional Shares") without consideration or for a consideration per share less than the then current Conversion Price with respect to the Preferred Shares, then in such circumstances the Conversion Price for the Preferred Shares shall be reduced to "NCP" (being the "New Conversion Price"), where "NCP" is calculated according to the following formula

$$\text{NCP} = \frac{\text{OCP} \times (\text{OB} + \text{X})}{(\text{OA})}$$

where

OCP = the Conversion Price in respect of the Preferred Shares in effect immediately prior to the operation of this Article 11.8.

OB = the total outstanding number of Ordinary Shares immediately before the new issue assuming the conversion or exercise of all outstanding convertible securities, options and warrants.

X = the aggregate amount to be paid in respect of the Additional Shares divided by OCP.

OA = the total outstanding number of Ordinary Shares immediately after the new issue, assuming the conversion or exercise of all outstanding convertible securities, options and warrants

- 11.9 In the event that the Company at any time after the date hereof shall issue options, warrants, participating preference shares or any other equity securities other than as referred to in Articles 11.7 or 11.8 or to be granted at any time under a share option plan without consideration or for a consideration per share less than the then current Conversion Price with respect to the Preferred Shares, then in such circumstances the Conversion Price for the Preferred Shares shall be reduced (in the case of any such issue which occurs in the period between the date of adoption of these Articles as the Articles of Association of the Company and the first anniversary of that date) in a manner consistent with the provisions of Article 11.7, and (in the case of any such issue which occurs at any time after the first anniversary of the date of adoption of these Articles as the Articles of Association of the Company) in a manner consistent with the "weighted average formula" in Article 11.8, in each case to be agreed by the Directors and the holders of two thirds of the Preferred Shares issued on the date of adoption of these Articles as the Articles of Association of the Company.
- 11.10 For the avoidance of doubt, where Preferred Shares were issued at different Issue Prices Articles 11.7 and 11.8 shall apply to Preferred Shares issued at any particular Issue Price separately from Preferred Shares issued at another Issue Price.
- 11.11 For the avoidance of doubt, where any such shares or securities as are referred to in such Articles 11.7, 11.8 or 11.9 are paid up in whole or in part by way of capitalisation of share premium account or other reserves, payment up shall to that extent be deemed not to be consideration for the purpose of such Articles.
- 11.12 In accordance with section 91(1) of the Act, sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.

Alteration of Capital

12. The Company may from time to time by ordinary resolution but subject to the class rights set out in Article 4:

- 12.1 increase its capital by such sum, to be divided into Shares of such amounts, as the resolution prescribes;
 - 12.2 consolidate all or any of its capital into Shares of larger amounts than its existing Shares;
 - 12.3 cancel any Shares which, at the date of the passing of the resolution, have not been taken, or agreed to be taken, by any person, and diminish the amount of its capital by the amount of the Shares so cancelled; and
 - 12.4 subdivide its Shares, or any of them, into Shares of smaller amount than is fixed by the Memorandum of Association (subject, nevertheless, to the Act), and may by such resolution determine that, as between the Shares resulting from such subdivision, one or more of such Shares may have any such rights (deferred or otherwise) or be subject to any such restrictions which are different to the rights or restrictions attaching to the other such Shares.
13. The Board may settle as it considers expedient any difficulty which may arise in relation to any consolidation or division under Article 12.2 or Article 12.4 and in particular may arrange for the sale of the Shares representing fractions and the distribution of the net proceeds of sale in due proportion amongst the Members who would have been entitled to the fraction(s), (but shall not be required to distribute to any Member a sum of less than £5 in respect thereof and may retain such amounts for its own account) and for this purpose the Board may authorise some person to transfer the Shares representing fractions to the purchaser. Such purchaser will not be bound to see to the application of the purchase money nor will his title to the Shares be affected by any irregularity or invalidity in the proceedings relating to the sale.
14. The Company may from time to time by special resolution, subject to any confirmation or consent required by law, reduce its authorised and issued share capital or any capital redemption reserve or any share premium account in any manner.

Modification of Rights

15. Subject to the Act and to the provisions of Article 16, all or any of the special rights for the time being attaching to any class of Shares may from

time to time (whether by these Articles or otherwise and whether the Company is being wound up or not) be altered or abrogated with the consent in writing of the holders of not less than three quarters of the issued Shares of that class or with the sanction of a special resolution passed at a separate general meeting of the holders of such Shares.

16. Subject to the Act, all or any of the special rights for the time being attaching to the Preferred Shares may from time to time (whether by these Articles or otherwise and whether the Company is being wound up or not) be altered or abrogated if the holders of not less than two thirds of the Preferred Shares issued on the date of adoption of these Articles as the Articles of Association of the Company vote in favour of such modification at a separate general meeting of the holders of Preferred Shares or otherwise provide their written consent thereto PROVIDED THAT no such alteration or abrogation to the special rights for the time being attaching to the Preferred Shares shall:

- (a) alter the rights of redemption attached to the Preferred Shares;
- (b) reduce the Issue Price or affect the liquidation preference of the Preferred Shares;
- (c) affect the preferred dividend payable in respect of the Preferred Shares;
- (d) change the place or currency of payment of the liquidation preference of any Preferred Shares or any other amount due in respect of the Preferred Shares;
- (e) impair the right to bring proceedings for the enforcement of any payment on or with respect to any Preferred Share;
- (f) adversely affect the right to convert the Preferred Shares into Ordinary Shares; or
- (g) reduce the percentage of outstanding Preferred Shares necessary to modify or alter or abrogate the rights attaching to the Preferred Shares or to grant waivers,

without the consent in writing of all of the holders of the Preferred Shares in issue.

17. To any separate general meeting of the holders of any class of Shares, all the provisions of these Articles as to general meetings of the Company shall, *mutatis mutandis*, apply, but so that:
 - 17.1 the necessary quorum shall be any person holding or representing by proxy not less than one-third in nominal amount of the issued Shares of the class;
 - 17.2 every holder of Shares of the class shall be entitled on a poll to one vote for every such Share held by him;
 - 17.3 any holder of Shares of the class present in person or by proxy may demand a poll; and
 - 17.4 at any adjourned meeting of such holders one holder present in person or by proxy (whatever the number of Shares held by him) shall be a quorum and for the purpose of this Article one holder present in person or by proxy may constitute a meeting.
18. The special rights conferred upon the holders of any Shares or class of Shares shall not, unless otherwise expressly provided in the rights attaching to or the terms of issue of such Shares, be deemed to be altered by the creation or issue of further Shares ranking *pari passu* therewith.

Commission and Interests in Shares

19. The Company may in connection with the allotment or issue of any Shares exercise all powers of paying commission and brokerage conferred or permitted by the Act. Subject to the Act, the commission may be satisfied by the payment of cash or by the allotment of fully or partly paid Shares or partly in one way and partly in the other.
20. The Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any Share or any interest in any fractional part of a Share or (except only as by these Articles or by law otherwise provided) any other rights in respect of any Share except an absolute right to the entirety thereof in the registered holder.

21. The Company shall duly comply with any provisions of the Act as to the minimum subscription on which the Company may proceed to an allotment of its Shares.
22. Subject to the Act and these Articles, the Board may at any time after the allotment of Shares but before any person has been entered in the Register as the holder recognise a renunciation thereof by the allottee in favour of some other person and may accord to any allottee of a Share a right to effect such renunciation upon and subject to such terms and conditions as the Board sees fit to impose.

Dividends

23. Notwithstanding any other provision of these Articles no dividend, charge or fee (where such charge or fee is payable to members and falls to be treated as a distribution in accordance with the Act) or other distribution shall be declared or paid or resolved to be so declared or paid except out of the profits of the Company available for distribution in accordance with the provisions of the Act.
24. Subject to the provisions of the Act (and without limiting the powers conferred by or pursuant to section 130 to 134 of the Act), if any interest in the share capital of a company or any business or other property or asset is acquired by the Company as from a past date or with the benefit of any dividends paid or to be paid in respect of a past period (whether such date is before or after the incorporation of the Company) the profits or losses in respect of the shares, business, property or assets so acquired as from such date or during such period may at the discretion of the Board and with the consent of the Special Directors be treated in whole or in part for all purposes as profits or losses of the Company.
25. No larger dividend in respect of the Shares shall be declared than is recommended by the Board but, subject to the provisions of Article 4.1, the Company may by ordinary resolution declare a smaller dividend.
26. All unclaimed dividends may be invested or otherwise made use of by the Board as they shall think fit, until the same be claimed and so that the Company shall not thereby be constituted as a trustee in respect thereof and any dividend unclaimed after a period of 12 years from the date of payment of such dividend shall be forfeited and shall revert to the Company.

27. If any amount of the preferential dividend or other distribution declared in respect of the Preferred Shares in accordance with Article 4.1 is not paid in full on or before the due date for payment, the amount unpaid shall, until paid, be deemed to be an additional amount paid up in respect of the relevant Preferred Shares and, until such amount is paid, a supplementary preferential dividend shall accrue from day to day at the rate of 8% per annum on such unpaid dividend. No other dividend or other moneys payable on or in respect of any Share shall bear interest against the Company.

Power to Satisfy Dividend in Specie and Cash Adjustments

28. With the sanction of an ordinary resolution of the Company, and upon the recommendation of the Board, any dividend on the Shares other than the Preferred Shares (save with the consent of the holders of two thirds of the Preferred Shares issued on the date of adoption of these Articles as the Articles of Association of the Company) may be paid and satisfied, either wholly or in part, by the distribution of specific assets, and in particular of paid-up shares or debentures of any other company, or partly in one way and partly in another or others, and where any difficulty arises in regard to the distribution, the Board may settle the same as it thinks expedient, and in particular it may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payments shall be made to any Member upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Board.

Share Certificates

29. Every person whose name is entered as a holder of any Shares in the Register is entitled, without payment, to receive one certificate for all such Shares of any one class or several certificates each for one or more of such Shares of such class upon payment for every certificate after the first of such reasonable out-of-pocket expenses as the Board from time to time determines. In the case of a Share held jointly by several persons, delivery of a certificate to one of several joint holders shall for all purposes be sufficient delivery to all such joint holders. A Member who has transferred part of the Shares comprised in one certificate is entitled to a certificate for the balance without charge.

30. Every certificate will:
- 30.1 be issued (in the case of an issue of Shares) within two months (or within such period as the terms of the issue provide) after allotment or (in the case of a transfer of fully paid Shares) within twenty eight days after lodgement of a transfer with the Company, not being a transfer which the Company is for the time being entitled to refuse to register and does not register; and
 - 30.2 specify the number and class and distinguishing numbers (if any) of the Shares to which it relates, and the amount paid up thereon (excluding any premium). The Board may by resolution determine, either generally or in any particular case or cases, that any signatures on any such certificates need not be autographic but may be affixed to such certificate by some mechanical means or may be printed thereon or that such certificates need not be signed by any person. All certificates for Equity Shares shall bear distinguishing numbers.
31. If a Share certificate is defaced, lost or destroyed it may be replaced without charge but on such terms (if any) as to evidence and indemnity and to payment of the costs and reasonable out-of-pocket expenses of the Company in investigating such evidence and preparing such indemnity as the Board may think fit and, in such case of defacement, on delivery of the old certificate to the Company.

Lien

32. The Company shall have a first and paramount lien on every Share (not being a fully paid Share) for all amounts payable in respect of such Share. The Company's lien on a Share shall extend to all dividends or other moneys payable thereon or in respect thereof. The Board may at any time, generally or in any particular case waive any lien that has arisen or declare any Share exempt in whole or in part from the provisions of this Article.
33. Subject to these Articles the Company may sell, in such manner as the Board determines, any Share on which the Company has a lien but no sale shall be made unless some sum in respect of which the lien exists is presently payable or until the expiration of fourteen clear days after a notice in writing, stating and demanding payment of the sum presently payable, and giving notice of the intention to sell in default, has been served on the holder for the time being of the Share or the person entitled

thereto by reason of his death or bankruptcy or liquidation (being a body corporate).

34. The net proceeds of the sale after payment of costs shall be applied in or towards payment or discharge of the debt or liability in respect of which the lien exists, so far as the same is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the Share prior to the sale) be paid to the person entitled to the Share at the time of the sale. For giving effect to any such sale the Board may authorise some person to transfer the Shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the Shares so transferred and he shall not be bound to see to the application of the purchase money, nor shall his title to the Shares be affected by any irregularity in or invalidity of the proceedings relating to the sale.

Calls on Shares

35. Subject to these Articles and to the terms of allotment the Board may make calls upon the Members in respect of any moneys unpaid on their Shares (whether in respect of nominal amount or premium), and each Member shall (subject to being given at least fourteen clear days' notice specifying when payment is to be made) pay to the Company as required by such notice the amount called on his Shares. A call may be postponed or revoked in whole or in part as the Board determines.
36. A call may be made payable by instalments and shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed.
37. A person upon whom a call is made will remain liable for calls made upon him prior to the date of transfer notwithstanding the subsequent transfer of the Shares in respect of which the call was made. The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.
38. If a sum called in respect of a Share is not paid before or on the day appointed for payment thereof, the person from whom it is due shall pay interest on the amount unpaid from the day appointed for payment thereof to the time of actual payment at the rate fixed by the terms of allotment of the Share or in the notice of call or, if no rate is fixed, at the appropriate rate (as defined in the Act), but the Board may waive payment of such interest wholly or in part.

39. Any amount payable in respect of a Share upon allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if that amount had become due and payable by virtue of a call.
40. On the allotment or issue of Shares the Board may differentiate between the allottees or holders as to the amount of calls to be paid and the times of payment.
41. The Board may receive from any Member willing to advance the same all or any part of the moneys uncalled and unpaid upon the Shares held by him and upon all or any of the moneys so advanced (until the same would, but for such advance, become presently payable) pay interest at such rate as the Member paying such sum and the Board agree.

Forfeiture of Shares

42. If a call remains unpaid after it has become due and payable the Board may give to the person from whom it is due not less than seven clear days' notice:
 - 42.1 requiring payment of the amount unpaid together with any interest which may have accrued; and
 - 42.2 stating that if the notice is not complied with the Shares on which the call was made will be liable to be forfeited.

If the requirements of any such notice are not complied with, any Share in respect of which such notice has been given may at any time thereafter, before payment of all calls and interest due in respect thereof has been made, be forfeited by a resolution of the Board to that effect, and such forfeiture shall include all dividends declared before the forfeiture but not actually paid on the forfeited Shares.

43. When any Share has been forfeited, notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the Share. No forfeiture shall be invalidated by any omission or neglect to give such notice.

44. The Board may accept the surrender of any Share liable to be forfeited hereunder, and in such case, references in these Articles to forfeiture will include surrender.
45. Until cancelled in accordance with the requirements of the Act, a forfeited Share will be the property of the Company and may be sold, re-allotted or otherwise disposed of to such person(s), upon such terms and in such manner as the Board determines, and at any time before a sale, re-allotment or disposition the forfeiture may be annulled by the Board on such terms as the Board determines. The Board may if necessary authorise some person to transfer a forfeited Share to any such other person as aforesaid.
46. A person whose Share has been forfeited shall cease to be a Member in respect of that Share but nevertheless shall remain liable to pay to the Company all moneys which at the date of forfeiture were presently payable by him to the Company in respect of the Share, with interest thereon from the date of forfeiture until payment at the rate fixed by the terms of allotment of the Share or in the notice of call or, if no rate is fixed, at the appropriate rate (as defined in the Act). The Board may enforce payment without allowance for the value of the forfeited Share.
47. A statutory declaration by the secretary that a Share has been forfeited on a specified date shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer (if necessary)) constitute a good title to the Share, and the person to whom the Share is transferred shall not be bound to see to the application of the consideration (if any), nor shall his title to the Share be affected by any irregularity in or to the proceedings in reference to the forfeiture or disposal of the Share.
48. A person executing an instrument of transfer of Shares shall be deemed to remain the holder of such Shares until the name of the transferee is entered in the Register in respect thereof.

Form of Transfer

49. 49.1 Subject to the restrictions contained in these Articles, any Member may transfer all or any of his Shares but every transfer must be:

- 49.1.1 in writing and in the usual common form, or in any other form which the Board may approve; and
- 49.1.2 left at the Office, or at such other place as the Directors may determine, for registration; and
- 49.1.3 accompanied by a certificate(s) covering the Shares to be transferred and such other evidence (if any) as the Board may reasonably require to prove the title of the intending transferor or his right to transfer the Shares; and
- 49.1.4 if required pursuant to the terms of any shareholders agreement which is in force or which comes into force on the date that these Articles are adopted as the Articles of Association of the Company, accompanied by a Deed of Adherence executed by the transferee.
- 49.2 The instrument of transfer shall be executed by or on behalf of the transferor and (in the case of a partly paid Share only) by the transferee. The transferor shall be deemed to remain the holder of the Share until the name of the transferee is entered on the Register in respect thereof.
- 50. The Board, in its absolute discretion, and without giving any reason therefor, may refuse to register:
 - 50.1 a transfer of any Share which is not a fully paid Share;
 - 50.2 a transfer in favour of more than four persons jointly;
 - 50.3 a transfer which relates to Shares of more than one class;
 - 50.4 a transfer which is not duly stamped, lodged with the Company and accompanied by the certificate for the Shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
 - 50.5 a transfer in respect of which the Members (or any of them) have agreed prior to such transfer that any such transferee must agree to be bound by the terms of any shareholders' agreement, if such transfer is not accompanied by a deed of adherence in the terms required by that shareholders' agreement.

51. If the Board refuses to register a transfer of a Share, it shall, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal.
52. The registration of transfers of Shares or of any class of Shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the Board may determine.
53. No fee shall be charged for the registration of any transfer or other document relating to or affecting the title to any Share, or for otherwise making any entry in the Register relating to any Share.
54. All registered transfers will be retained by the Company for the period of six years referred to in Article 164, but all others shall (except in any case of fraud) be returned to the person depositing them.

Transmission of Shares

55. If a Member dies the survivor, or survivors where the deceased was a joint holder, or his representatives where he was a sole or only surviving holder, will be the only persons recognised by the Company as having any title to or interest in the deceased Member's Shares; but nothing in this Article will release the estate of a deceased Member from any liability in respect of any Share which had been jointly held by him.
56. A person becoming entitled to a Share in consequence of the death or bankruptcy of a Member being an individual or in consequence of the liquidation of a Member (being a body corporate) shall be entitled to receive and may give a receipt or discharge for all benefits arising or accruing on or in respect of the Share, but he shall not be entitled in respect of that Share to attend or vote at meetings of the Company, or, save as aforesaid, to exercise in respect of any Share any of the rights or privileges of a Member, unless and until he shall (in accordance with these Articles) have become a Member in respect of the Share, and the provisions of Articles 59 to 61 and 86.2 shall apply as appropriate to any Transfer or proposed transfer by such person of any Shares or interest in Shares.

Untraced Members

57. The Company may sell the Shares of a Member or the Shares to which a person is entitled by means of transmission if and provided that:
- 57.1 during a period of twelve years all warrants and cheques sent by the Company through the post in a prepaid letter addressed to the Member at his registered address or to the person so entitled at the address (if any) shown in the Register as his address have remained uncashed; and
 - 57.2 the Company shall advertise both in a leading daily newspaper published in England and Wales and in a newspaper circulating in the area of the said address giving notice of its intention to sell the said Shares; and
 - 57.3 during such period of twelve years and the period of three months following such advertisements the Company has had no indication that such Member or person can be traced.
58. To give effect to any such sale as is referred to in Article 57, the Company may appoint any person to execute as transferor an instrument of transfer of such Shares or any of them and such instrument of transfer shall be as effective as if it had been executed by the registered holder of or person entitled by transmission to such Shares. A statutory declaration in writing that the declarant is a Director or Secretary of the Company and that a Share has been duly sold by the Company in accordance with its powers under Article 57 on the date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the Share. The Company shall account to the Member or other person entitled to such Shares for the net proceeds of such sale and shall be deemed to be his debtor, and not a trustee for him in respect of the same. Any moneys not accounted for to the Member or other person entitled to such Shares shall be carried to a separate account and shall be a permanent debt of the Company. Moneys carried to such separate account may either be employed in the business of the Company or invested in such investments (other than Shares of the Company or its holding company, if any) as the Board may from time to time determine.

Transfers of Shares

59. The Board shall refuse to register a transfer not made pursuant to or permitted by Articles 60 and 61 and 86.2 but, subject to Article 61.2, shall not be entitled to refuse to register any transfer made pursuant to or

permitted by Articles 60 and 61 unless the relevant transfer shall fail to comply with the provisions of Article 49 or the Board is entitled to do so under Article 50.

60. 60.1 Equity Shares may be transferred by a Corporate Member, (an "original member") other than by any such company as is referred to in either Article 60.7 or Article 60.8, to a company which is its wholly-owning holding company or to any wholly-owned subsidiary of itself or of such holding company (the group comprising all such companies which are from time to time either the wholly-owning holding company of the original member or a wholly-owned subsidiary of such holding company being hereinafter referred to as an "original group") and any such transferee may transfer Equity Shares so transferred to it to any other member of the original group (the transferee and any such further transferee being referred to as a "group transferee") provided that if any group transferee ceases to be comprised in the original group while it is the holder of any such Equity Shares then such group transferee shall be obliged to transfer any Equity Shares transferred to it pursuant to the provisions of this Article 60.1.1 to the original member or any other member of the original group ("an acquiror") at a price to be agreed between that group transferee and the acquiror or, failing agreement within 30 days of such transfer being required, at the Fair Price and in the event of any group transferee failing to execute such a transfer within 35 days of being required so to do and to present it to the Board duly stamped for registration within a reasonable time thereafter the Board may appoint some person to execute (an) instrument(s) of transfer of such Equity Shares in favour of the original member in relation to such group transferee and shall thereupon cause the name of such original member to be entered in the Register as the holder of the Equity Shares.

- 60.1.1 References in this Article 60.1 to holding company, company, companies and wholly-owned subsidiaries shall be deemed to include any such body corporate incorporated outside Great Britain and to include any investment fund (however constituted and whether incorporated or not) which is managed or advised by any such bodies corporate and any custodian, nominee, trustee or other person holding a fiduciary position in relation to such an investment fund or its assets which, in each case, shall be deemed to

be wholly owned and "Corporate Member" shall be deemed to include any such body.

- 60.1.2 For the avoidance of doubt the alteration of the composition or identity of the trustees of any trust holding Shares or any change in the managers of any fund holding Shares shall be deemed not to be an event which would require a transfer to be made pursuant to this Article 60.
- 60.2 Equity Shares may be transferred without restriction by a Member to a person to hold such Shares as his nominee but any transfers by such nominee shall be subject to the same restrictions as though they were transfers by the Member himself (as if such Member had not ceased to be the holder of such Equity Shares).
- 60.3 Equity Shares may be transferred without restriction by a nominee to the beneficial owner thereof or to another nominee of the same beneficial owner.
- 60.4 A Member which is a limited partnership or which is a financial institution holding Equity Shares on behalf of or as nominee for a financial institution may transfer such shares to partners in such limited partnership or to any person in his capacity as general partner of that limited partnership and a Member which is a financial institution holding Equity Shares on behalf of or as a nominee for a fund which is a financial institution managed by such Member may transfer such Equity Shares to or hold such Shares as nominee for any other fund which is a financial institution of which he is a manager or to any other manager of the same fund.
- 60.5 A Member which is a financial institution holding Equity Shares on behalf of or as nominee for a unit trust may transfer such Shares to a holder of units in such trust in accordance with the trust deed governing such trust or to any person in its capacity as trustee of such trust.
- 60.6 Any Member who is an individual may transfer or procure the transfer of any Equity Shares to the trustees of a pension fund set up wholly for the benefit of such Member ("pension fund") and/or for any Privileged Relation of such Member provided that such trustees shall be deemed to hold the Equity Shares for the benefit of such Member and/or for any Privileged Relation of such Mem-

ber and provided further that prior to such transfer being made the trustees give an undertaking under seal to the Company that in the event of the pension fund ceasing to exist or coming to be held for the benefit of a person or persons other than such Member and/or for any Privileged Relation of such Member, the Equity Shares then held by the trustees which were transferred to it pursuant to this Article shall be transferred back to the Member by whom they were transferred or who procured their transfer to the trustees or former trustees of the pension fund. The trustees of a pension fund to whom Equity Shares are transferred pursuant to this Article may transfer such Equity Shares to any new or additional trustee(s) of such pension fund or another pension fund of the Member who transferred the Equity Shares or who procured their transfer to the first pension fund provided that the forgoing provisions of this Article shall apply to any such transfer or proposed transfer in the like manner as if the transfer were being made or procured by the Member who transferred or procured the transfer of such shares to the transferring trustees.

60.7 60.7.1 Any Member who is an individual may transfer any Equity Shares to any Privileged Relation or to the trustee or trustees of a Family Settlement or to any company which is controlled by such trustee or trustees (hereinafter "a Family Settlement Company") (and such trustees or Privileged Relations or Family Settlement Companies may transfer Equity Shares to each other).

60.7.2 If any Family Settlement or any Family Settlement Company which holds Equity Shares acquired pursuant to Article 60.7.1 ceases to be a Family Settlement or a Family Settlement Company in relation to the Member who transferred such Equity Shares into the settlement, the trustee or trustees of such settlement or controlling such company shall be obliged to transfer any Equity Shares transferred to it pursuant to the provisions of Article 60.7.1 to the Member by whom such Equity Shares were transferred or that Member's Exempt Transferee (an "acquiror") at a price to be agreed between that Family Settlement or Family Settlement Company and the acquiror or, failing agreement within 30 days of such transfer being required, at the Fair Price and in the event of any such Family Settlement or Family Settlement Company failing to execute such a

transfer within 35 days of being required to do so and to present it to the Board stamped for registration within a reasonable time thereafter the Board may appoint some person to execute (an) instrument(s) of transfer of such Equity Shares in favour of the original member in relation to such Family Settlement or Family Settlement Company and shall thereafter cause the name of such original member to be entered in the Register as the holder of the Equity Shares.

- 60.8 Where any Equity Shares have been transferred by a Member pursuant to Article 60.7.1 to the trustee or trustees of a Family Settlement in relation to such Member or any Family Settlement Company then such trustees or Family Settlement Company may transfer any such Equity Shares, in the case of such a Family Settlement Company to the trustees, or in the case of the trustees to any new or additional trustees of such Family Settlement or trustees in respect of another Family Settlement in relation to the Member who transferred the Equity Shares to the first Family Settlement or to any beneficiary of such Family Settlement who is that Member or a Privileged Relation of his.
- 60.9 Glenwood Partners, L.P. may transfer shares as if it were an individual for the purposes of this Article 60, and further may transfer shares to its general partner or to any other limited partnership for which its general partner is general partner.
- 60.10 The provisions of this Article 60 shall be subject to Article 86.2.
61. 61.1 Save as provided by Article 60, the right of a Member or person entitled by transmission to transfer or dispose of any Shares or any interest therein shall be subject to the following restrictions and provisions. References in this Article 61 to transferring Shares or Sale Shares shall include any interest in and grant of contractual rights or options, or the exercise of any mortgage, lien, charge, encumbrance or other security interest of whatsoever nature, over or in respect of Shares
- 61.2 Any person (the "**Proposing Transferor**") proposing to transfer any Shares shall be required before effecting, or purporting to effect, the transfer to give a notice in writing (a "**Transfer Notice**") to the Company that he desires to transfer Shares and shall

state in the Transfer Notice the identity of the person (if known) to whom the Proposing Transferor desires to transfer the beneficial interest in the Shares and the number of Shares he wishes to transfer (the "**Sale Shares**"). If any transfer of Shares would require any regulatory or other consent or approval, the Proposing Transferor must provide evidence satisfactory to the Board that the relevant consent or approval has been obtained, failing which such transfer may not be effected and any relevant Transfer Notice shall have no effect. The Proposing Transferor shall be required to offer the Sale Shares upon the terms of this Article 61, first to the Company (subject to compliance with all applicable legal requirements) and then, if the Company does not exercise its right to purchase all or any of the Sale Shares to the other Shareholders (the "**Continuing Shareholders**"). In the event that the Company does not exercise its right to purchase the Sale Shares, the Transfer Notice shall constitute the Company the Proposing Transferor's agent for the sale of the Sale Shares (together with all rights attached thereto from the date of completion of such transfer) at the Prescribed Price (as determined in accordance with Articles 61.3 and 61.4) during the Prescribed Period (as defined in Article 61.4) to any Continuing Shareholder or to any other person selected or approved by the Directors on the basis set out in the following provisions of this Article 61 and shall include such other details of the proposed transfer as the Directors may reasonably determine and shall not be revocably (except as set out above and as stated in Article 61.4) except with the consent of the Directors.

- 61.3 The Prescribed Price (subject to the deduction therefrom, where the Prescribed Price has been agreed with the Directors, of any dividend or other distribution declared or made after such agreement shall be the price per Sale Share representing the cash price which a third party identified in the Transfer Notice is willing to pay to the Proposing Transferor for each Sale Share as specified in the Transfer Notice or if no notice or if no price is so specified the Fair Price thereof (as determined in accordance with Article 167).
- 61.4 The Prescribed Period shall commence on the Notice Date and shall expire 28 days after such date or (if sooner) the date of the agreement or (if later) determination of the Prescribed Price pursuant to Article 167 (as the case may be). If the Prescribed Price is determined in accordance with Article 167, pending any such determination the Directors shall defer the purchase of the Sale

Shares by the Company or the making of the offer mentioned in Article 61.5, as applicable. Notwithstanding any other provision in this Article 61, upon any such determination the Proposing Transferor may within 15 days of notification to it of such determination withdraw the Transfer Notice by notice in writing to the Company.

61.5 All Sale Shares included in any Transfer Notice may, at the option of the Company, be purchased by the Company at the Prescribed Price (subject to compliance by the Company with all applicable legal requirements). In the event that the Company elects not to purchase all or any of the Sale Shares included in the Transfer Notice, such Sale Shares shall by notice in writing be offered by the Company forthwith to all the Continuing Shareholders for purchase at the Prescribed Price on the terms that in case of competition the Sale Shares shall be sold to the acceptors in proportion (as nearly as may be without involving fractions or increasing the number sold to any Continuing Shareholder beyond that applied for by him) to their existing holdings of Shares, calculated in the case of the Preferred Shares on an as-if-converted basis. Such offer:

61.5.1 shall stipulate a time not exceeding 28 days within which it must be accepted or in default will lapse; and

61.5.2 may stipulate that any Continuing Shareholders who desire to purchase a number of Sale Shares in excess of the proportion to which each is entitled shall in their acceptance state how many excess Sale Shares they wish to purchase and any Sale Shares not accepted by other members shall be used for satisfying the requests for excess Sale Shares pro rata to the existing Shares respectively held by such Continuing Shareholders making such requests, calculated in the case of the Preferred Shares on an as-if-converted basis.

61.6 Any Sale Shares not purchased by the Company or accepted by any of the Continuing Shareholders pursuant to the foregoing provisions of this Article 61 by the end of the last of the relevant periods under Article 61.5 may be offered by the Directors to such persons as they may think fit for purchase at the Prescribed Price.

- 61.7 If the Company shall within the Prescribed Period elect to purchase all or any of the Sale Shares and/or find Continuing Shareholders or such other persons as aforesaid (each such person being hereinafter called a "**Purchaser**") to purchase the Sale Shares or any of them and give notice in writing thereof to the Proposing Transferor he shall be bound, upon payment to him of the Prescribed Price, to transfer such Sale Shares to the respective Purchaser(s), provided that, if the Transfer Notice states that the Proposing Transferor is not willing to transfer some only of the Sale Shares (which he shall not be entitled to do if he is required by virtue of any provision of any agreement among shareholders entered into on the date of adoption of these Articles as the Articles of Association of the Company to give a Transfer Notice), this provision shall not apply unless the Company shall have elected to purchase and/or found Purchasers for all of the Sale Shares. Every notice given by the Company under this Article 61.7 shall state the name and address of each Purchaser and the number of Sale Shares agreed to be purchased by him and the purchase shall be completed at a place and time to be appointed by the Directors, not being less than three days nor more than ten days after the date of the notice.
- 61.8 If a Proposing Transferor shall fail or refuse to transfer any Sale Shares to a Purchaser(s) hereunder the Directors may authorise some other person to execute and deliver on his behalf the necessary transfer and the Company may hold or receive, as the case may be, the purchase money in trust for the Proposing Transferor and cause the Purchaser(s) to be registered as the holder of such Sale Shares. The confirmation in writing by the Company to the Proposing Transferor that it is holding the purchase money on trust for him, or the receipt of the Company for the purchase money, as the case may be, shall constitute a good discharge to the Purchaser(s) (who shall not be bound to see to the application thereof) and after the Purchaser(s) has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person. The Company shall not pay the purchase money to the Proposing Transferor until he shall have delivered his share certificates or a suitable indemnity and the necessary transfers to the Company.

- 61.9 If the Company shall not within the Prescribed Period purchase the Sale Shares or find Purchasers willing to purchase any or (if the Transfer Notice shall have stated that the Proposing Transferor was not willing to transfer some only of the Sale Shares in circumstances where the Proposing Transferor is permitted to make such statement in accordance with Article 61.7 above) all of the Sale Shares and gives notice in writing thereof to the Proposing Transferor, or if the Company shall within the Prescribed Period give to the Proposing Transferor notice in writing that the Company does not wish to purchase the Sale Shares and has no prospect of finding the required Purchasers, the Proposing Transferor at any time during a period of 60 days after the end of the Prescribed Period shall be at liberty (subject only to the provisions of Article 50) to transfer such of the Sale Shares as are not so taken up or (if the Transfer Notice shall have stated that the Proposing Transferor was not willing to transfer some only of the Sale Shares in circumstances where the Proposing Transferor is permitted to make such statement in accordance with Article 61.7 above) all (but not some) of the Sale Shares to the third party identified in the Transfer Notice or if no such person was identified then, to any person by way of a bona fide sale, in any such case at any price not being less than the Prescribed Price (after deducting, where appropriate, any dividend or other distribution declared or made after the date of the Transfer Notice and to be retained by the Proposing Transferor) provided that the Directors may require to be satisfied that the Sale Shares are being transferred under this Clause pursuant to a bona fide sale for not less than the consideration stated in the Transfer Notice without any deduction, rebate or allowance whatsoever to the Purchaser and if not so satisfied may refuse to register the instrument of transfer.
- 61.10 The restrictions on transfer contained in this Article 61 shall apply to all transfers and transmissions by operation of law or otherwise of Equity Shares other than transfers permitted in accordance with these Articles.
- 61.11 Where a Member or other person is under these Articles deemed to have served a Transfer Notice in respect of Ordinary Shares, such Transfer Notice shall be deemed not to contain the statements referred to in Article 61.7.

- 61.12 If a Member who is an employee of the Company or any subsidiary or who is a holder of Ordinary Shares at the date of adoption of these Articles as the Articles of Association of the Company has charged, mortgaged or in any way encumbered any of his Equity Shares then, if under any circumstances any third party enforces any rights in respect of such Equity Shares as a result of such charge, mortgage or encumbrance, such Member shall be deemed to have given a Transfer Notice and the Specified Price shall be the Fair Price in respect of that number of each class of Equity Shares held by such Member in respect of which the enforcement is effected.
- 61.13 61.13.1 Subject to the provisions of Articles 60 to 64, a person entitled to a Share in consequence of the bankruptcy of a Member shall be bound at any time, if and when required in writing by a majority in value of the other Members holding Equity Shares of the same class as that Member so to do, to give a transfer notice in respect of all the Equity Shares then registered in the name of the bankrupt Member.
- 61.13.2 Subject to the provisions of Articles 60 to 64, a person entitled to a Share in consequence of the death of a Member shall be bound at any time before the expiration of six months from the date of such death, if and when required in writing by a majority in value of the other Members holding Equity Shares of the same class as that Member so to do, to give a transfer notice in respect of all the Equity Shares then registered in the name of the deceased Member.
- 61.13.3 Subject to the provisions of Articles 60 to 64, a Member which is a body corporate shall be bound at any time after it shall have gone into liquidation (not being a liquidation for the purposes only of amalgamation or reconstruction) or similar status in the country of its incorporation, if and when required in writing by a majority in value of the other Members holding Equity Shares of the same class as that Member so to do, to give a transfer notice in respect of all the Equity Shares then registered in the name of such Member.

- 61.13.4 In any case where a transfer notice has been duly required to be given under this Article 61.13 in respect of any Equity Shares and such transfer notice is not given within a period of 30 days, such transfer notice shall (except and to the extent that a transfer of any such shares to a Exempt Transferee of the relevant Member shall have been lodged prior to the expiration of the said period) be deemed to have been given at the expiration of the said period.
- 61.13.5 In any case where a transfer notice has been duly required or is deemed to be given under this Article 61.13 in respect of any Equity Shares then the "Specified Price" shall be the Fair Price of the Equity Shares which are the subject of such transfer notice.
62. Notwithstanding any other provision of these Articles a Member shall not be entitled to transfer any Equity Shares to any person (including any Affiliates and/or Exempt Transferees) who might reasonably be considered to be a direct competitor of the Company, without the prior consent of the Board.
63. **Tag-along Rights**
- 63.1 If any Shareholder either alone or together with any other Shareholder(s) (the "**Selling Shareholders**") gives a Transfer Notice in respect of Shares constituting five per cent. or more of the issued share capital of the Company (calculated, in the case of the Preferred Shares, on as-if-converted basis), the Selling Shareholder(s) shall procure that any Transfer Notice given by it or them under Article 61 shall be accompanied by an offer to the remaining Shareholders ("**Continuing Shareholders**") from the Purchaser specified therein to purchase from each Continuing Shareholder a number of Shares (calculated, in the case of the Preferred Shares, on an as-if-converted basis) which bears the same proportion to that Continuing Shareholder's's entire holding of Shares as the number of Shares the subject of the Transfer Notice bears to the Selling Shareholders' entire holding of Shares on the same terms as the Selling Shareholders' Shares are to be acquired by such Purchaser, which offer shall be expressed to be (i) irrevocable without the written consent of the Continuing Shareholders (ii) governed by English law and (iii) open for acceptance by the

Continuing Shareholders during the period of 28 days from the date of the relevant Transfer Notice.

63.2 The terms of the offer referred to in Articles 63.1 and 64.1 shall include provision for:

- (1) any loans, loan capital, borrowing and indebtedness in the nature of borrowing (but excluding, for the avoidance of doubt, any debts incurred in the ordinary course of the trade which are at the relevant time outstanding on inter-company account) owing at that time from any member of the Group to persons selling Shares pursuant to the offer to be repaid or refinanced at their face value together with accrued and unpaid interest; and
- (2) the release or satisfactory counter-indemnification of persons selling Shares pursuant to the offer from any guarantees and/or counter-indemnities to third parties in relation to the business of the Group.

64. **Drag-along Rights**

64.1 If any Selling Shareholder(s) give(s) a bona fide Transfer Notice in respect of Shares resulting in the proposed purchaser(s) (including such person's Affiliates and concert parties (within the meaning ascribed to that term by the City Code on Takeovers and Mergers)) holding or controlling in aggregate 85 per cent. or more of the Fully Diluted Share Capital of the Company then such Selling Shareholder(s) shall also have the option (the "**Drag-Along Option**") by notice included in the Transfer Notice (the "**Drag Along Notice**") to require all the other Shareholders (the "**Remaining Shareholders**") to sell all their Shares (the "**Remaining Shares**") to any bona fide third party Purchaser named in the Transfer Notice or as the Purchaser shall direct unless the preceding provisions of this Schedule are applied to the Shares the subject of such Transfer Notice and all of such Shares are acquired by persons procured pursuant thereto. In the event that all of the Shares the subject of the relevant Transfer Notice are not acquired as aforesaid, the Remaining Shares shall be sold to the third party Purchaser named in the Transfer Notice or as the Purchaser shall direct on the same terms and for the same price per Share as the Selling Shareholders' Shares are sold to the Purchaser. For the

purposes of this Article 64.1, "**Fully Diluted Share Capital**" means those Shares which would comprise the issued share capital of the Company if all warrants to subscribe and outstanding options over Shares had been fully exercised (notwithstanding that the rights of exercise are not then exercisable) on the day before the Transfer Notice is given and calculated, in the case of the Preferred Shares, on an as-if-converted basis.

- 64.2 Drag-Along Notice once given is irrevocable. Upon any such sale to the third party Purchaser, the Remaining Shareholders shall be bound to sell the remaining Shares in accordance with the Drag-Along Option. Completion of the sale of the Remaining Shares shall take place on the date specified for that purpose by the Purchaser provided that the date so specified shall be the same date as the date for completion of the sale of the Selling Shareholders' Shares unless all of the Remaining Shareholders and the Purchaser agree otherwise.
- 64.3 At such completion each Remaining Shareholder shall deliver the Remaining Shares free and clear of any liens, claims, options, charges, encumbrances and with all rights attaching thereto together with (an) executed stock transfer form(s) in favour of the persons purchasing the same or their nominees as directed by the Purchaser and shall so represent and warrant, and further represent and warrant that such Shares are sold with full title guarantee. The person(s) purchasing such Shares shall deliver to the Company at closing the payment due from them in full in immediately available funds for such Shares. All parties to the transaction shall use their reasonable endeavours to secure any approvals required to permit or enable the sale and purchase of such Shares, to comply as soon as practicable with all applicable laws and regulations and to take all such other actions and to execute such additional documents as are otherwise necessary or appropriate in connection therewith. Notwithstanding the foregoing, the Drag-Along Option and the right thereunder to acquire Shares shall cease to have effect if:
- 64.3.1 any necessary approval of any competent regulatory authority has not been obtained within one-hundred and eighty (180) days after the giving of the Drag-Along Notice; or

- 64.3.2 if earlier than the expiry of such period in (a) above, any such authority has conclusively refused to grant any such approval.

For the purpose of effecting any disposal under Articles 60 to 64, the Directors may authorise in writing any officer or employee of the Company to execute any necessary transfer on behalf of any registered holder and the entry of the name of the purchaser in the Register of Members of the Company as holder of the Shares so transferred notwithstanding the absence of any share certificate or other document normally required by the Company in relation to any transfer being lodged in respect thereof and may authorise the issue of a new certificate to the purchaser or other procedure appropriate to evidence or give effect to such transfer. The net proceeds of such disposal shall be received by the Company, whose receipt shall be a good discharge for the purchase money, and shall be paid (without any interest being payable thereon and after deducting the costs incurred by the Company in such disposal, unless waived by the Directors) to the former registered holder or holders (but in the case of Shares held in joint names, to the former first named joint holder in respect thereof in the Register of Members of the Company) upon surrender by him or them of any certificate in respect of the Shares sold and formerly held by him or them as the case may be.

General Meetings

65. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next. The annual general meeting shall be held at such time and place as the Board shall appoint. Each general meeting, other than an annual general meeting, will be called an extraordinary general meeting.
66. The Board may call general meetings and, on the requisition of Members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than forty-two days after receipt of the requisition.

Notice of General Meetings

67. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution shall be called by not less than twenty one clear days' notice in writing. All other extraordinary general meetings may be called by not less than fourteen clear days' notice in writing but a general meeting may be called by shorter notice if it is so agreed:
- 67.1 in the case of a meeting called as an annual general meeting, by all the Members entitled to attend and vote thereat; and
- 67.2 in the case of any other meeting, by a majority in number of the Members having a right to attend and vote at the meeting, being 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 meeting and, in the case of special business, the general nature of that business. The notice convening an annual general meeting shall specify the meeting as such. Notice of every general meeting shall be given to all Members other than such as, under the provisions of these Articles or the terms of issue of the Shares they hold, are not entitled to receive such notices from the Company, to all persons entitled to a Share in consequence of the death or bankruptcy of a Member or liquidation if the Member is a body corporate (provided the address of any such person has been given to the Company) and to the Directors and the Auditors.

68. The accidental omission to give notice of a meeting or (in cases where instruments of proxy are sent out with the notice) to send such instrument of proxy to, or the non-receipt of such notice or such instrument of proxy by, any person entitled to receive such notice shall not invalidate the proceedings at that meeting.

Proceedings at General Meetings

69. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all business that is transacted at an annual general meeting, with the exception of declaring dividends, the reading, consideration and adoption of the accounts and balance sheet and the ordinary reports of the Directors and Auditors and other documents

required to be annexed to the balance sheet, the election of Directors and appointment of the Auditors and other officers in the place of those retiring by rotation or otherwise, the fixing of the remuneration of the Auditors and the voting of remuneration or extra remuneration to the Directors.

70. No business shall be transacted at any general meeting unless a quorum is present throughout the meeting but the absence of a quorum shall not preclude the appointment, choice or election of a Chairman which shall not for this purpose be treated as part of the business of the meeting. Save as provided in relation to an adjourned meeting, until the conversion of the Preferred Shares into Ordinary Shares any two Members entitled to attend and vote at the meeting of whom one is a holder of Preferred Shares and one is a holder of Ordinary Shares and thereafter any two Members, present in person or by proxy shall be a quorum for all purposes.
71. If within thirty minutes (or such longer time not exceeding one hour as the Chairman of the meeting may determine to wait) after the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Chairman may determine. If at the adjourned meeting and prior to the conversion of the Preferred Shares into Ordinary Shares a quorum is not present within fifteen minutes from the time appointed for the meeting, two persons entitled to be counted in a quorum present at the meeting in person or by proxy shall be a quorum.
72. Notwithstanding that he is not a Member each Director may attend and speak at any general meeting and any separate meeting of the holders of any class of shares in the Company.
73. The Chairman, if any, or, in his absence, a deputy chairman, if any, shall preside as Chairman at every general meeting. If there is no such Chairman or deputy chairman, or if at any meeting neither the Chairman nor a deputy chairman is present within fifteen minutes after the time appointed for holding the meeting, or if neither of them is willing to act as Chairman of the meeting, the majority of the persons present and entitled to vote on a poll shall elect one of their number to be the Chairman.
74. The Chairman of the meeting may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting),

adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business which might lawfully have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice of the adjourned meeting shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall be unnecessary to give notice of an adjournment.

75. If an amendment is proposed to any resolution under consideration but is in good faith ruled out of order by the Chairman of the meeting the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed as a special or extraordinary resolution no amendment thereto (other than a mere clerical amendment to correct a patent error not involving any departure from the substance of the resolution) may in any event be considered or voted upon.

Voting

76. A resolution put to the vote of a meeting shall be decided on a show of hands unless (before or on the declaration of the result of the show of hands) a poll is demanded:
- 76.1 by the Chairman of the meeting; or
 - 76.2 by at least two Members entitled to vote at the meeting; or
 - 76.3 by a Member or Members representing not less than one-tenth of Voting Rights at the meeting; or
 - 76.4 by a Member or Members holding Shares conferring a right to vote at the meeting being Shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all Shares conferring that right;

and a demand by a person as proxy for a Member shall be the same as a demand by the Member.

77. Unless a poll is duly demanded, a declaration by the Chairman of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an

entry to that effect in the minute book of the Company, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against the resolution.

78. A poll demanded on the election of a Chairman of the meeting, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time (being not later than 30 days after the date of the demand) and place as the chairman directs. It shall not be necessary (unless the Chairman of the meeting otherwise directs) for notice to be given of a poll.
79. If a poll is duly demanded, it shall be taken in such manner as the Chairman of the meeting may direct (including the use of ballot or voting papers or tickets), and the result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The Chairman of the meeting may in the event of a poll, appoint scrutinisers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.
80. The demand for a poll shall not prevent the continuance of a meeting or the transaction of any business other than the question on which the poll has been demanded, and, with the consent of the Chairman of the meeting, it may be withdrawn at any time before the close of the meeting or the taking of the poll, whichever is the earlier.
81. On a poll, votes may be given either personally or by proxy. A person entitled to more than one vote on a poll need not use all his votes or cast all the votes he uses in the same way.
82. The Chairman of the meeting shall not be entitled to a casting vote in addition to any other vote he may have.
83. In the case of joint holders of a Share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the Register in respect of the joint holding.
84. A Member who is a patient for any purposes of any statute relating to mental health or in respect of whom an order has been made by any Court having jurisdiction for the protection or management of the affairs of persons incapable of managing their own affairs may vote, whether on a

show of hands or on a poll, by his receiver, committee, curator bonis or other person in the nature of a receiver, committee or curator bonis appointed by such Court, and such receiver, committee, curator bonis or other person may vote on a poll and by proxy, and may otherwise act and be treated as such Member for the purposes of general meetings provided that such evidence as the Board may require of the authority of the person claiming to vote shall have been deposited at the Office not less than three days before the time for holding the meeting.

85. No Member shall, unless the Board otherwise determines, be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of Shares have been paid.
86. 86.1 The Company may by notice in writing require any person whom the Company knows or has reasonable cause to believe to be or, at any time during the three years immediately preceding the date on which the notice is issued, to have been interested in Shares:
- 86.1.1 to confirm that fact or (as the case may be) to indicate whether or not it is the case; and
- 86.1.2 where he holds or has during that time held an interest in shares so comprised, to give such further information as may be required in accordance with this Article.

The provisions of sub-sections 212(2)-(6) inclusive of the Act shall apply *mutatis mutandis* to any notice served under this Article as if it were a notice served in accordance with sub-section 212(1) of the Act.

- 86.2 Where any registered holder of any Shares or any named person in respect of any Shares fails to comply within twenty one days with any notice (in this Article called a "preliminary notice") given by the Company under provisions of Article 86.1 requiring him to give particulars of any interest in any such Shares, the Company may give the registered holder of such Shares a notice (in this Article called a "disenfranchisement notice") stating or to the effect that such Shares shall from the service of such disenfranchisement notice confer on such registered holder no right to attend or vote at any general meeting of the Company or at any separate general meeting of the holders of the Shares of that class until the preliminary notice has been complied with and such

Shares shall confer no right to attend or vote accordingly nor will such registered holder be entitled to transfer all or any of his Shares, whether within the terms of Articles 59 to 64 or not, or to receive any dividend, including any dividend which became payable, but was not paid, before the service of the disenfranchisement notice, until the preliminary notice has been complied with.

87. For the purposes of Article 86 a "named person" means a person named as having an interest in the Shares concerned in any response to any notice served on the registered holder or on a person previously so named under Article 86 or any person who the Company has reason to believe may have had an interest in Shares within the previous three years. A disenfranchisement notice may be cancelled by the Board at any time and shall automatically cease to have effect in respect of any Share transferred upon registration of the relevant transfer.

88. If:

88.1 any objection shall be raised to the qualification of any voter; or

88.2 any votes have been counted which ought not have been counted or which might have been rejected; or

88.3 any votes are not counted which ought to have been counted;

the objection or error shall not vitiate the decision of the meeting or adjourned meeting on any resolution unless the same is raised or pointed out at the meeting or, as the case may be, the adjourned meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the Chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the Chairman of the meeting decides that the same may have affected the decision of the meeting. The decision of the Chairman of the meeting on such matters shall be final and conclusive.

89. Any corporation holding Shares conferring the right to vote may by resolution of its directors or other governing body authorise any of its officials or any other person to act as its representative at any meeting of the Company, or at any meeting of holders of any class of Shares of the Company, and the person so authorised shall after providing evidence satisfactory to the Chairman of the meeting be entitled to exercise the same powers on behalf of the corporation which he represents as that

corporation could exercise if it were an individual Member of the Company. References in these Articles to a Member present in person shall in the case of a corporation include that Member present by its representative authorised as aforesaid.

Proxies

90. The instrument appointing a proxy shall be in writing and signed by the Appointors or his attorney authorised in writing or, if the Appointors is a corporation, either under its seal or under the hand of an officer, attorney or other person authorised to sign the same.
91. A proxy need not be a Member.
92. The instrument appointing a proxy and (if required by the Board) the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be delivered at the Office (or at such other place in the United Kingdom as may be specified in the notice convening the meeting or in any notice of adjournment or, in either case, in any document sent therewith) not less than forty eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll taken subsequently to the date of a meeting or adjourned meeting, not less than forty eight hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date named in it as the date of its execution.
93. Instruments of proxy shall be in any common form or in such other form as the Board may approve and the Board may, if it thinks fit, send out with the notice of any meeting forms of instrument of proxy for use at the meeting. The instrument of proxy shall be deemed to confer authority to demand or join in demanding a poll and to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The instrument of proxy shall, unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it related.
94. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the instrument of proxy or of the authority under which it

was executed, provided that no intimation in writing of such death, insanity or revocation shall have been received by the Company at the Office (or such other place in the United Kingdom as may be specified for the delivery of instruments of proxy in the notice convening the meeting or other document sent therewith) one hour at least before the commencement of the meeting or adjourned meeting, or the taking of the poll, at which the instrument of proxy is used.

95. A resolution in writing signed by all the Members entitled to notice of and entitled to vote at a meeting of the Members (or class of Members, as the case may be) shall be as valid and effectual as if it had been passed at a meeting of the Members (or class of Members as the case may be) concerned, duly called and constituted. Such resolution may be contained in one document or in several documents in like form, each signed or approved by one or more of the Members concerned.
96. At the same time as a resolution is circulated to the Members (or class of Members, as the case may be) for signature or approval as contemplated by Article 95, a copy of the resolution shall be circulated in the same manner to the Directors and to the other Members (whether or not they are concerned with the resolution).

Number of Directors

97. Unless and until otherwise determined by ordinary resolution, the number of Directors (other than alternate Directors) shall not be less than five.

Appointment and Retirement of Directors

98. A Director is not required to hold any Shares prior to or as a condition of taking the office of Director.
 - 98.1 The Company may by ordinary resolution of which special notice has been given in accordance with the Act, remove any Director before the expiration of his period of office but may not appoint another person in his place.
 - 98.2 Venturion shall have the right to appoint one Director and to remove and replace such appointee by giving notice in writing to the Company for so long as it holds no less than 50 per cent. of the Preferred Shares subscribed by it on the date of adoption of these Articles as the Articles of Association of the Company.

- 98.3 The Greenwich Entities shall have the right to appoint one Director and to remove and replace such appointee by giving notice in writing to the Company for so long as they hold no less than 50 per cent. of the Preferred Shares subscribed by them on the date of adoption of these Articles as the Articles of Association of the Company.
- 98.4 In addition to the Directors appointed pursuant to Articles 98.2 and 98.3 (hereinafter known as the "**Investor Directors**"), one additional Director shall be appointed (and may be removed and replaced from time to time) by agreement between the Investor Directors and the Appointors;
- 98.5 For so long as Venturion or the Greenwich Entities respectively hold no less than 50 per cent of the Preferred Shares subscribed by then on the date of adoption of these Articles as the Articles of Association of the Company. On any resolution to remove from office any Investor Director, Venturion and the Greenwich Entities shall be deemed to have three times the number of Voting Rights as are held in aggregate by each of the other Members.
- 98.6 The Investor Directors shall be entitled:
- 98.6.1 to receive all notices and to exercise voting rights at meetings of the Board and in all other respects be treated as the other Directors of the Company; and
- 98.6.2 to report to Venturion and the Greenwich Entities on the affairs of the Company and its subsidiaries and to disclose to the same such information as he shall reasonably consider appropriate, including, for the avoidance of doubt, all papers distributed to the Board.
- 98.7 The Appointors together shall have the right to appoint three Directors and to remove and replace such appointees by giving notice in writing to the Company for so long as the Appointors each hold no less than 50 per cent. of the Ordinary Shares held by them on the date of adoption of these Articles as the Articles of Association of the Company.

99. If there is no Director holding the office of Chairman or if the Director holding it is unwilling to preside or is not present within five minutes after the time appointed for a meeting of the Directors or if a deputy chairman appointed in accordance with Article 140 has not been elected, the Directors present may appoint one of those Directors present to be Chairman of the meeting.

Disqualification of Directors

100. The office of a Director shall be vacated if:
- 100.1 he resigns his office by notice in writing delivered to the Office or tendered at a meeting of the Board;
 - 100.2 he is, or may be, suffering from mental disorder and either;
 - 100.2.1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1984; or
 - 100.2.2 an order is made by a court having jurisdiction (in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
 - 100.2.3 without leave, he is absent from meetings of the Board (although not where an alternate Director appointed by him attends) for six consecutive months, and the Board resolves that his office be vacated;
 - 100.3 he becomes bankrupt or a receiving order is made against him or he makes any arrangement or compromise with his creditors generally
 - 100.4 he is prohibited by law or is disqualified under any statute from being a Director;

100.5 he ceases to be a Director by virtue of the Act or is removed from office pursuant to these Articles; or

100.6 an order is made by a court having jurisdiction in terms of the Company Directors Disqualification Act 1986.

Rotation and Re-Election of Directors

101. Directors shall not retire by rotation.

Executive Directors

102. The Board may from time to time appoint one or more of its body to be an Executive Director for such period (subject to the Act) and upon such terms as the Board may determine.

103. Any appointment as is referred to in Article 102 shall be subject to determination *ipso facto* if the Director so appointed shall cease from any cause to be a Director. Subject to the terms of any contract between the Director so appointed and the Company, the Board may revoke or terminate any such appointment. Any such revocation or termination as aforesaid shall be without prejudice to any claim for damages that such Director may have against the Company or the Company may have against such Director for any breach of any contract of service between him and the Company which may be involved in such revocation or termination.

104. A Director holding the office of Chairman or deputy chairman or any such Executive Director as aforesaid shall receive such remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine, and either in addition to or in lieu of his remuneration as a Director.

105. The Board may entrust to and confer upon a Director holding any such executive office as aforesaid any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

Alternate Directors

106. Any Director may appoint any person approved by the Board to be his alternate director and may at his discretion remove such alternate Director. Any appointment or removal of an alternate Director shall be effected by notice in writing signed by the appointors and delivered to the Office or tendered at a meeting of the Board. An alternate Director shall (subject to his giving to the Company an address at which notices may be served upon him), if his appointors so requests, be entitled to receive notices of meetings of the Board or of committees of the Board to the same extent as, but in lieu of, the Director appointing him and shall be entitled to such extent to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to exercise and discharge all the functions, powers and duties of his appointors as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director.
107. Every person acting as an alternate Director shall (except as regards power to appoint an alternate Director and remuneration) be subject in all respects to the provisions of these Articles relating to Directors and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for the Director appointing him. An alternate Director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent *mutatis mutandis* as if he were a Director but shall not be entitled to receive from the Company any fee in his capacity as an alternate Director.
108. Every person acting as an alternate Director shall have one vote for each Director for whom he acts as alternate (in addition to his own vote if he is also a Director). The signature of an alternate Director to any resolution in writing of the Board or a committee of the Board shall, unless the notice of his appointment provides to the contrary, be as effective as the signature of his appointors.
109. An alternate Director shall ipso facto cease to be an alternate Director if his appointors ceases for any reason to be a Director.

Directors' Fees and Expenses

110. Each of the Directors (other than any Executive Directors) may be paid a fee at such rate as may from time to time be determined by the Board

provided that the aggregate of such fees so paid to any individual Director (excluding amounts payable under any other Article) will not exceed £20,000 per annum.

111. Each Director shall be paid all travelling, hotel and incidental expenses properly incurred by him in attending meetings of the Board or committees of the Board or general meetings or separate meetings of holders of any class of Shares or of debentures or of loan stock of the Company or otherwise in connection with the discharge of his duties as a Director. Any Director who, by request of the Board, goes or resides abroad for any purposes of the Company or who performs services which in the opinion of the Board go beyond the ordinary duties of a Director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine and such extra remuneration shall be in addition to any remuneration provided for by or pursuant to any other Article.

Directors' Interests

112. A Director may:
- 112.1 hold any other office or place of profit with the Company (except that of auditor) in conjunction with his office of Director for such period and upon such terms as the Board may determine, and any extra remuneration (whether by way of salary, commission, participation in profits or otherwise) paid to any Director in respect of any such other office or place of profit shall be in addition to any remuneration provided for by or pursuant to any other Article;
 - 112.2 act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm may be remunerated for professional services as if he were not a Director;
 - 112.3 be or become a Director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested, or in any other company as may be agreed between the Board and him (such agreement not to be unreasonably withheld, conditioned or delayed) and shall not be liable to account to the Company or the Members for any remuneration, profit or other benefit received by him as a Director or officer of or from his interest in such other company.

113. The Board may also cause the voting power conferred by the shares in any other company held or owned by the Company to be exercised in such manner in all respects as it thinks fit, including the exercise thereof in favour of any resolution appointing the Directors or any of them to be directors or officers of such other company, or voting or providing for the payment of remuneration to the directors or officers of such other company.
114. A Director shall not vote or be counted in the quorum or any resolution of the Board concerning his own appointment as the holder of any office or place of profit with the Company or any other company in which the Company is interested (including the arrangement or variation of the terms thereof, or the termination thereof).
115. Where arrangements are under consideration concerning the appointment (including the arrangement or variation of the terms thereof, or the termination thereof) of two or more Directors to offices or places of profit with the Company or any other company in which the Company is interested, a separate resolution shall be put in relation to each Director and in such case each of the Directors concerned shall be entitled to vote except in the case of an office or place of profit with any such other company as aforesaid where the other company is a company in which the Director owns five per cent or more of the issued share capital.
116. Subject to the Act, and save as provided in these Articles, no Director or proposed or intending Director shall be disqualified by his office from contracting with the Company, either with regard to his tenure of any office or place of profit or as the vendor, purchaser or in any other manner whatever, nor shall any such contract or any other contract or arrangement in which any Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company or the Members for any remuneration, profit or other benefits arising out of any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established.
117. A Director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Company shall declare the nature of his interest at the meeting of the Board at which the question of entering into the contract or arrangement is first considered, if he knows his interest then exists, or in any other case at the first meeting of the Board after he knows

that he is or has become so interested. For the purposes of this Article, a general notice to the Board by a Director to the effect that:

- 117.1 he is a member of a specified company or firm and is to be regarded as interested in any contract or arrangement which may after the date of the notice be made with that company or firm; or
- 117.2 he is to be regarded as interested in any contract or arrangement which may after the date of the notice be made with a specified person who is connected with him;

shall be deemed to be a sufficient declaration of interest under this Article in relation to any such contract or arrangement, provided that no such notice shall be effective unless either it is given at a meeting of the Board or the Director takes reasonable steps to secure that it is brought up and read at the next Board meeting after it is given.

- 118. Save as otherwise provided by these Articles, a Director shall not vote (but shall be counted in the quorum) on any resolution of the Board in respect of any contract or arrangement in which he is to his knowledge materially interested, and if he shall do so his vote shall not be counted, but this prohibition shall not apply to any of the following matters namely:
 - 118.1 any contract or arrangement for giving to such Director any guarantee, security or indemnity in respect of money lent by him or obligations undertaken by him for the benefit of the Company;
 - 118.2 any contract or arrangement for the giving by the Company of any guarantee or security to a third party in respect of a debt or obligation of the Company which the Director has himself guaranteed or secured in whole or in part or in respect of a debt or obligation of any subsidiary, holding company or subsidiary of any holding company of the Company of which the Director is also a director;
 - 118.3 any contract or arrangement by a Director to subscribe for Shares, or any debentures or other securities of the Company issued or to be issued pursuant to any offer or invitation to Members or debenture holders of the Company or any class thereof or to the public or any section thereof, or to underwrite any Shares, or any debentures or other securities of the Company;

- 118.4 any contract or arrangement in which he is interested by virtue of his interest in Shares or any debentures or other securities of the Company or by reason of any other interest in or through the Company;
 - 118.5 any contract or arrangement concerning any other company (not being a company in which the Director owns five per cent or more) in which he is interested directly or indirectly whether as an officer, shareholder, creditor or otherwise howsoever;
 - 118.6 any proposal concerning the adoption, modification or operation of a pension fund or retirement, death or disability benefits scheme which relates both to Directors and employees of the Company or of any of its subsidiaries and does not provide in respect of any Director as such any privilege or advantage not accorded to the employees to which such scheme or fund relates;
 - 118.7 any arrangement for the benefit of employees of the Company or of any of its subsidiaries under which the Director benefits in a similar manner as the employees and which does not accord to any Director as such any privilege or advantage not accorded to the employees to whom such arrangement relates;
 - 118.8 any proposal concerning the adoption, modification or operation of an employees' share scheme, relating to Shares or any shares in the capital of any subsidiary of the Company, under which he may benefit and which relates both to Directors and employees and does not accord to any Director as such any privilege or advantage not generally accorded to the employees to whom the scheme relates;
 - 118.9 any proposal or arrangement relating to the purchase by the Company or any subsidiary of the Company of directors and officers insurance or any similar cover which the Company may consider appropriate from time to time.
119. For the purpose of Articles 112 to 118 inclusive:
- 119.1 A company shall be deemed to be a company in which a Director owns five per cent or more if and so long as (but only if and so long as) he is (either directly or indirectly) the holder of or beneficially interested in five per cent or more of any class of the equity

share capital of such company or of the voting rights available to members of such company. For the purpose of this Article there shall be disregarded any shares held by a Director as bare trustee or custodian and in which he has no beneficial interest, and shares comprised in a trust in which the Director's interest is in reversion or remainder, if and for so long as some other person is entitled to receive the income thereof, and any share comprised in an authorised unit trust scheme in which the Director is interested only as a unit holder.

119.2 Where a company in which a Director holds five per cent or more is materially interested in a transaction, then that Director shall also be deemed materially interested in such transaction.

119.3 If any question shall arise at any meeting of the Board as to the materiality of the interest of a Director (other than the Chairman of the meeting) or as to the entitlement of any Director (other than such Chairman) to vote or be counted in the quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or not to be counted in the quorum, such question shall be referred to the Chairman of the meeting and his ruling in relation to such other Director shall be final and conclusive except in a case where the nature or extent of the interest of the Director concerned as known to such Director has not been fairly disclosed to the Board. If any question as aforesaid shall arise in respect of the Chairman of the meeting such question shall be decided by a resolution of the Board (for which purpose such Chairman shall be counted in the quorum but shall not vote thereon) and such resolution shall be final and conclusive except in a case where the nature or extent of the interest of such Chairman as known to such Chairman has not been fairly disclosed to the Board.

120. The Company may by ordinary resolution suspend or relax the provisions of Article 120 to any extent or ratify any transaction not duly authorised by reason of a contravention of Articles 112 to 118 inclusive.

General Powers of the Board

121. The business of the Company shall be managed by the Board, which may pay all expenses incurred in forming and registering the Company and may exercise all powers of the Company (whether relating to the management of the business of the Company or otherwise) which are not by the

Act or by these Articles required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Act and of these Articles and to such regulations, being not inconsistent with such provisions, as may be prescribed by the Company in general meeting, provided that no such regulations shall invalidate any prior act of the Board which would have been valid if such regulations had not been made.

122. The general powers given by Article 121 shall not be limited or restricted by any special authority or power given to the Board by any other Article.
123. The Board may arrange that any branch of the business carried on by the Company or any other business in which the Company may be interested shall be carried on by or through one or more subsidiary companies, and they may on behalf of the Company make such arrangements as they think advisable for taking the profits or bearing the losses of any branch or business so carried on or for financing, assisting or subsidising any such subsidiary company or guaranteeing its contracts, obligations or liabilities.
124. The Board may by power of attorney appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.
125. The Board may entrust to and confer upon any Director any of the powers exercisable by it upon such terms and conditions and with such restrictions as it thinks fit, and either collaterally with, or to the exclusion of, its own powers, and may from time to time revoke or vary all or any of such powers but no person dealing in good faith and without notice of such revocation or variation shall be affected thereby.
126. All cheques, promissory notes, drafts, bills of exchange and other instruments, whether negotiable or transferable or not, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed

or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.

Additional Directors

127. The Directors may, at any time and from time to time, appoint any person to be a Director, either to fill a casual vacancy or by way of addition to their number, subject always to Articles 97 and 98.

Associate Directors

128. The Board may from time to time by resolution appoint any person (not being a Director) to be an associate Director of the Company on such terms as it shall in its absolute discretion think fit, and may, at the like discretion, terminate any such appointment. Without prejudice to the generality of the foregoing any such resolution may designate an associate Director as a divisional or regional Director and the provisions of these Articles relating to associate Directors shall apply to any appointment as an associate Director notwithstanding the title by which the appointee may be designated in the resolution of the Board appointing him. Any person so appointed shall not be nor deemed to be a Director of the Company within the meaning of that word as used in the Act, or for the purposes of any other statute or statutory instrument. The expressions "Directors" and "the Directors" in these Articles shall not include "associate Director" or "associate Directors".
129. Without prejudice to the generality of the foregoing:
- 129.1 An associate Director shall not have any powers or be subject to any of the duties of a Director save insofar as specific powers or duties may have been vested in, delegated to or imposed upon him by the Board.
- 129.2 An associate Director shall not have access to the books of the Company nor be entitled to receive notice of or attend or vote at meetings of the Board or of any committee of the Board. The Board may invite an associate Director to attend a meeting or meetings of the Board or of any committee of the Board and may at any time withdraw such invitation. An associate Director attending any such meeting by invitation of the Board shall not be counted in reckoning whether a quorum is present.

- 129.3 The remuneration of the associate Directors shall be such as shall from time to time be determined by the Board.
130. The appointment of a person to be an associate Director may be in place of or in addition to his employment by the Company in any other capacity but unless otherwise expressly agreed between him and the Company the appointment as associate Director shall not affect the terms and conditions of his employment by the Company in any other capacity whether as regards duties, remuneration, pension or otherwise.
131. An appointment as associate Director shall forthwith terminate if the associate Director:
- 131.1 resigns by writing under his hand left at the Office;
 - 131.2 be found or becomes of unsound mind or becomes bankrupt or compounds with his creditors;
 - 131.3 becomes for the time being prohibited from being concerned or taking part in the management of the Company by reason of any order made under the Act or under the Company Directors Disqualification Act 1986;
 - 131.4 be removed by a resolution of the Board; or
 - 131.5 being an employee of the Company, ceases to be such an employee.

Pensions

132. On behalf of the Company the Board may exercise all the powers of the Company to grant pensions, annuities or other allowances and benefits in favour of any person including any Director or former Director or the relations, connections or dependants of any Director or former Director provided that no pension, annuity or other allowance or benefit (except such as may be provided for by any other Article) shall be granted to a Director or former Director who has not been an Executive Director or held any other office or place of profit under the Company or any of its subsidiaries or to a person who has no claim on the Company except as a relation, connection or dependant of such a Director or former Director without the approval of an ordinary resolution of the Company. A Director or former Director shall not be accountable to the Company or the

Members for any benefit of any kind conferred under or pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Company.

133. The Board may by resolution exercise any power conferred by the Act to make provision for the benefit of persons employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or any part of the undertaking of the Company or that subsidiary.

Borrowing Powers

134. The Board may exercise all the powers of the Company to borrow money and to mortgage or charge all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company and, subject to the Act, to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.
135. If any uncalled capital of the Company is included in or charged by any mortgage or other security, the Directors may delegate to the person in whose favour such mortgage or security is executed, or to any other person in trust for him, the power to make calls on the Members in respect of such uncalled capital, and to sue in the name of the Company or otherwise for the recovery of moneys becoming due in respect of calls so made and to give valid receipts for such moneys, and the power so delegated shall subsist during the continuance of the mortgage or security, notwithstanding any change of Directors, and shall be assignable if expressed so to be.

Proceedings of the Board

136. The Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it considers appropriate. Board meetings shall be held at least once every three months. Questions arising at any meeting shall be determined by a majority of votes. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a Board meeting provided notice of the meeting which is reasonable in the circumstances is given to all Directors including (for the avoidance of doubt) any Director not present or resident in the United Kingdom from time to time.

137. Notice of a Board meeting shall be deemed to be duly given to a Director if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the Company for this purpose. A Director may waive notice of any meeting either prospectively or retrospectively.
138. 138.1 The quorum necessary for the transaction of the business of the Board shall be not less than three of whom two must be Investor Directors. Any Director who ceases to be a Director at a Board meeting may continue to be present and to act as a Director and be counted in the quorum until the termination of the Board meeting if no other Director objects and if otherwise a quorum of Directors would not be present.
- 138.2 If a quorum is not present at the time for which the meeting was called or ceases to be present thereafter, the meeting ("the first meeting") shall be adjourned to the following day at the same time and place. The Company shall give notice to each Director who did not attend the first meeting requiring him either to attend the adjourned meeting of the Directors or to state in writing his views on the matters to be discussed at that meeting. If any Director having received such notice fails to attend such adjourned meeting those Directors who are present at such adjourned meeting shall constitute a quorum.
139. The continuing Directors or a sole continuing Director may act notwithstanding any vacancy in the Board but, if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these Articles, the continuing Directors or Director, notwithstanding that the number of Directors is below the number fixed by or in accordance with these Articles as the quorum or that there is only one continuing Director, may act for the purpose of filling vacancies in the Board or of summoning general meetings of the Company but not for any other purpose. If there be no Director or Directors able or willing to act, then any two Members may summon a general meeting for the purpose of appointing Directors.
140. The Board may elect one or more deputy chairmen of its meetings and determine the period for which they are respectively to hold such office.
141. Subject as provided below, a meeting of the board at which a quorum is present shall be competent to exercise all the powers, authorities and

discretions for the time being vested in or exercisable by the Board.

142. Subject to these Articles, the Board may delegate any of its powers authorities and discretions to committees, consisting of such person or persons (whether a member or members of its body or not) as it thinks fit. Any committee so formed shall, in the exercise of the powers, authorities and discretions so delegated, conform to any regulations which may be imposed on it by the Board and shall keep the Board fully informed in relation to the proceedings of any committee meetings and of any decision taken by any committee in the exercise of powers delegated to the committee.
143. The meetings and proceedings of any committee consisting of two or more members shall be governed by the provisions contained in these Articles for regulating the meetings and proceedings of the Board so far as the same are applicable and are not superseded by any regulations imposed by the Board under the last preceding Article. The quorum for any committee meeting shall be two members.
144.
 - 144.1 Resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Board (provided that number is sufficient to constitute a quorum) or by all the members of a committee for the time being shall be as valid and effectual as a resolution passed at a meeting of the Board or, as the case may be, of such committee duly called and constituted. Such resolution may be contained in one document or in several documents in like form each signed by one or more of the Directors or members of the committee concerned.
 - 144.2 A meeting of the Board or of a committee of the Directors may consist of a conference between Directors who are not all in one place, but of whom each is able (directly or by telephonic communication) to speak to each of the others, and to be heard by each of the others simultaneously. A Director taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Subject to the Act, all business transacted in such manner by the board or a committee of the board shall for the purposes of these Articles be deemed to be validly and effectively transacted at a meeting of the Board or a committee notwithstanding that fewer than two Directors or alternate Directors are physically present at the same place. Such a 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. The word "meeting" in these Articles shall be construed accordingly.

145. All acts done by the Board or by any committee or by any person acting as a Director or member of a committee, shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the Board or such committee or person acting as aforesaid or that they or any of them were disqualified or had vacated office, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or member of such committee.

Minutes

146. The Board shall cause minutes to be made:
- 146.1 of all appointments of officers made by the Board;
 - 146.2 of the names of the Directors present at each meeting of the Board or committee of the Board; and
 - 146.3 of all resolutions and proceedings at all meetings of the Company, of the Board and of any committee of the Board.

Secretary

147. The Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as it determines, and any Secretary so appointed may be removed by the Board.
148. A provision of the Act or these Articles requiring or authorising anything to be done by or to a Director and the Secretary jointly shall not be satisfied by its being done by or to the same person acting both as a Director and as, or in place of, the Secretary.

Seal

149. The Board shall provide for the custody of any seal adopted by the Company as its common seal. Any such seal shall only be used by the authority of the Board or of a committee of the Board authorised by the Board in that behalf. Subject as otherwise provided in these Articles, any instru-

ment to which the common seal is affixed shall be signed by one or more Directors and the Secretary or by two or more Directors or by some other person appointed by the Board for such purpose, and any instrument to which an official seal is affixed need not, unless the Board for the time being otherwise determines or the law otherwise requires, be signed by any two or more Directors or by some other person appointed by the Board for such purpose, and any instrument to which an official seal is affixed need not, unless the Board for the time being otherwise determines or the law otherwise requires, be signed by any person.

150. The Company may exercise all the powers conferred by the Act with regard to having official seals, and such powers shall be vested in the Board.

Authentication of Documents

151. Any Director or the Secretary or any person appointed by the Board for the purpose may authenticate any document affecting the constitution of the Company and any resolution passed by the Company or the Board or any committee, and any books, records, documents and accounts relating to the business of the Company, and certify copies thereof or extracts therefrom as true copies or extracts, and if any books, records, documents or accounts are elsewhere than at the Office the local manager or other officer of the Company having the custody thereof shall be deemed to be a person so appointed by the Board. A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting of the Company or of the Board or any committee which is so certified shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such minutes or extract are a true and accurate record of proceedings at a duly constituted meeting.

Reserves

152. Before recommending any dividend, the Board may, with the affirmative votes of the Special Directors, set aside out of the profits of the Company such sums as it determines as reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied and pending such application may, also at such discretion, either be employed in the business of the Company or be invested in such investments as the Board may from time to time think fit.

The Board may also without placing the same to reserve carry forward any profits which it may think it prudent not to distribute.

Capitalisation

153. The Company, upon the recommendation of the Board and subject to Articles 4 and 5 and to the approval of the Special Directors, may at any time and from time to time pass an ordinary resolution to the effect that it is desirable to capitalise all or any part of any amount for the time being standing to the credit of any reserve or fund (including the profit and loss account) whether or not the same is available for distribution and accordingly that such amount be set free for distribution among the Members or any class of Members who would be entitled thereto if it were distributed by way of dividend and in the same proportions or otherwise as such Members may agree, on the footing that the same is not paid in cash but is applied either in or towards paying up the amounts for the time being unpaid on any Shares in the Company held by such Members respectively or in payment up in full of unissued Shares, debentures or other obligations of the Company, to be allotted and distributed credited as fully paid up among such Members, or partly in one way and partly in the other, and the Board shall give effect to such resolution provided that, for the purposes of this Article, a share premium account and a capital redemption reserve, and any reserve or fund representing unrealised profits, may be applied only in paying up in full unissued shares of the Company to be allotted to such Members credited as fully paid.
154. The Board may settle, as it considers appropriate, any difficulty arising in regard to any distribution under Article 153 and in particular may authorise any person to sell and transfer any fractions or may resolve that the distribution should be as nearly as may be practicable in the correct proportions but not exactly so, or may ignore fractions altogether, and may determine that cash payments shall be made to any Members in order to adjust the rights of all parties, as may seem expedient to the Board. The Board may appoint any person to sign on behalf of the persons entitled to participate in the distribution any contract necessary or desirable for giving effect thereto and such appointment shall be effective and binding upon the Members.

Record Dates

155. The Company or the Board may fix any date as the record date for any dividend, distribution, allotment or issue and such record date may be on

or at any time before or after any date on which such dividend, distribution, allotment or issue is declared, paid or made.

Accounting Records

156. The Board shall cause to be kept accounting records sufficient to give a true and fair view of the state of the Company's affairs and to show and explain its transactions in accordance with the Act.
157. The accounting records shall be kept at the Office or, subject to the Act, at such other place or places as the Board decides and shall always be open to inspection by the officers of the Company. No Member (other than an officer of the Company) shall have any right of inspecting any accounting record or book or document of the Company except as conferred by law or authorised by the Board or by the Company in general meeting.
158. No draft of the Company's annual accounts shall be submitted to the Board for approval unless they shall have previously been discussed with and reviewed by the Special Directors.
159. A copy of every balance sheet and profit and loss account, including every document required by law to be annexed thereto, which is to be laid before the Company in general meeting, together with a copy of the Auditors' report, shall be sent to each person entitled thereto in accordance with the requirements of the Act.

Audit

160. Auditors shall be appointed and their duties regulated in accordance with the Act.

Notices

161. Any notice or other document (including a share certificate) may be served on or delivered to any Member by the Company either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address as appearing in the Register or by delivering it to or leaving it at such registered address addressed as aforesaid, including (for the avoidance of doubt) to a Member whose registered address is outside the United Kingdom. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient

service on or delivery to joint holders.

162. Any such notice or other document, if sent by post, shall be deemed to have been served or delivered four business days after it was put in the post, and in proving such service or delivery it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. 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. For the purposes of this Article, a "business day" is a day on which clearing banks are open for the transaction of normal business in the place of despatch of the notice or other document and in the place of receipt.
163. Any notice or other document delivered or sent by post to or left at the registered address of any Member in pursuance of these Articles shall, notwithstanding that such member is then dead or bankrupt or that any other event has occurred, and whether or not the Company has notice of the death or bankruptcy or other event, be deemed to have been duly served or delivered in respect of any Share registered in the name of such Member as sole or joint holder unless his name shall, at the time of the service or delivery of the notice or document, have been removed from the Register as the holder of the Share, and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the Share.

Destruction of Documents

164. The Company may destroy:
 - 164.1 any share certificate which has been cancelled at any time after the expiry of one year from the date of such cancellation;
 - 164.2 any dividend mandate, or any variation or cancellation thereof, or any notification of change of name or address at any time after the expiry of two years from the date such mandate, variation, cancellation or notification was recorded by the Company;
 - 164.3 any instrument of transfer of Shares which has been registered at any time after the expiry of six years from the date of registration;
and

- 164.4 any other document on the basis of which any entry in the Register is made at any time after the expiry of six years from the date an entry in the Register was first made in respect of it and it shall conclusively be presumed in favour of the Company that every Share certificate so destroyed was a valid certificate duly and properly cancelled and that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed hereunder was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company. Provided always that:
- 164.5 the foregoing provisions of this Article shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim;
- 164.6 nothing contained in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso 164.2 above are not fulfilled; and
- 164.7 references in this Article to the destruction of any document include references to its disposal in any manner.

Winding Up

165. Subject to Article 4.2, if the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the Members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such values as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, thinks fit, but so that no Member shall be compelled to accept any shares or other assets upon which there is any liability.

Indemnity

166. Save and except so far as the provisions of this Article shall be voided by any provisions of the Act, the Directors, their alternates, Executive Directors, Auditors, Secretary and other officers for the time being of the Company and the trustees (if any) for the time being acting in relation to any of the affairs of the Company, and their respective executors or administrators, shall be indemnified and held harmless out of the assets of the Company from and against all actions, costs, charges, losses, damages and expenses (including any such liability as is mentioned in the Act) which they or any of them or their or any of their executors or administrators shall or may incur or sustain by reason of any act done, concurred in, or omitted in or about the execution of their duty or supposed duty in their respective offices or trusts, except such (if any) as they shall incur or sustain through their own wilful neglect or default respectively, and none of them shall be answerable for the acts, receipts, neglects or defaults of any of them, or for joining in any receipt for the sake of conformity, or for any bankers or other persons with whom any moneys or effects of the Company shall be lodged or deposited for safe custody, or the insufficiency or deficiency of any security upon which any moneys of the Company shall be placed out or invested, or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts, or in relation thereto, except the same shall happen by or through their own wilful neglect or default respectively. The Company may purchase and maintain insurance cover as necessary for any of the officers of the Company against any such liability.

Fair Price

167. For the purposes of these Articles, "Fair Price" means the price per share agreed between the selling Shareholder and the Board, or in the absence of such agreement, the price will be determined by and independent investment bank of recognised international standing (the "Expert") which shall be nominated by agreement between the Board and the selling Shareholder or, failing such nomination within 10 days after the request of either the Board or the selling Shareholder to the other, at the request of any party by the President from time to time of the Law Society of England and Wales. The Expert shall act as expert and not as arbitrator and his written determination will be final and binding on all parties (in the absence of fraud or manifest error). In determining the Fair Price the Expert shall have regard to the following assumptions and bases:

- 167.1 valuing the Shares on the basis of an arm's length sale between a willing vendor and a willing purchaser;
- 167.2 ignoring the fact that the relevant Shares represent a minority or majority interest;
- 167.3 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so (regard being had, however, to the Company's then current budgets and forecasts and to its trading prospects generally at that time); and
- 167.4 (if the Expert shall deem it reasonably practicable in the circumstances) having regard to companies similar in size and market value to the Company and its subsidiaries and operating a business similar to that carried on by the Company and its subsidiaries.

The costs and expenses of the Expert in determining the price and of his appointment shall be borne as to one half by the Selling Shareholder and as to the other half by the transferees.