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.....*[Signature]*.....Director

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION

of

MOCOM LIMITED

WEDNESDAY



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RM 11/06/2008 150
COMPANIES HOUSE

1 PRELIMINARY

1.1 The regulations contained in Table A as prescribed by the regulations made under the Act in force at the date of the adoption of these Articles of Association (hereinafter referred to as "Table A") shall apply to the Company in so far as these Articles do not exclude or modify Table A. A reference herein to any regulation is to that regulation as set out in Table A.

1.2 In these Articles the following words and expressions shall have the meanings set out below

"Accountant"	The Auditors or such other firm of chartered accountants as the Board may appoint as Accountant from time to time
"Act"	the Companies Act 1985 including every statutory modification or re-enactment thereof for the time being in force,
"Affiliate"	a Member of the same Group, or any connected person as defined in section 839 of the Income and Corporation Taxes Act 1988,
"Auditors"	the auditors for the time being of the Company,
" "A" Shares"	"A" Ordinary Shares of £0.10 each,
" "B" Shares"	"B" Ordinary Shares of £0.10 each;
"Board"	Means the board of Directors of the Company for the time being

<p>"CPBT"</p>	<p>the time being</p> <p>consolidated profit before tax of the Group Companies as shown by the management accounts of the Group Companies,</p>
<p>"Confirms"</p>	<p>when used in relation to any advice, calculation, information or opinion given or expressed by the Accountant, as referred to in these Articles means advice, information or opinion (as the case may be) given to the Company or any Group Company (as the case may be) by the Accountant in the opinion of the Accountant and on such basis as to responsibility as the Accountant may specify and "Confirmed" shall be construed accordingly,</p>
<p>"Deferred Shares"</p>	<p>deferred shares of £0.10 each;</p>
<p>"Directors"</p>	<p>the directors for the time being of the Company or a quorum of such directors present at a meeting of the directors,</p>
<p>"Electronic Communications"</p>	<p>an electronic communication as defined in The Electronic Communications Act 2000,</p>
<p>"Executive Transferee Member"</p>	<p>a member who shall have acquired shares directly or indirectly from a Relevant Executive pursuant to one or more Permitted Transfers under Article 7.1. or 7.2 (including where such shares were subscribed by such member and that member would have been entitled to receive a Permitted Transfer from the Relevant Executive under Article 7.1 3),</p>
<p>"Family Trust"</p>	<p>in relation to any particular individual member or deceased or former individual member, means a trust (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than that individual and/or Privileged Relations of that individual, and so that for this purpose a person shall be considered to be beneficially interested in a share if such share or the income thereof is or may become liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are or may become liable to be exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons;</p>
<p>"Founding Members"</p>	<p>each of the following</p> <p>Grenville Robert Reeves of 9 Ashdown Way, Misterton, Doncaster, South Yorkshire, and</p> <p>Robert Ernest Chesney Rawlinson of 32</p>

Churchwood Road, Didsbury, Manchester, M20 6TY

"Group Companies"

the Company and its subsidiaries from time to time

"Leaver"

any Relevant Executive whose contract of employment or consultancy agreement with the Company or any subsidiary of the Company (as the case may be) terminates, for any reason, or, a Relevant Executive who is a director of, but is neither an employee of, nor a consultant to, the Company or any subsidiary of the Company, and who ceases to be a director of the Company or any subsidiary of the Company (as the case may be);

"Member of the same Group"

in relation to any company, a company which is for the time being a holding company or a subsidiary of that company or of any such holding company;

"Ordinary Shares"

"A" Shares, "B" Shares and / or other Ordinary Shares,

"Permitted Transfer"

a transfer of shares authorised by Article 7;

"Permitted Transferee"

a person, firm or unincorporated association to whom or which shares have been transferred pursuant to a Permitted Transfer;

"Privileged Relation"

In relation to an individual member or deceased or former individual member, means the husband or wife or the widower or widow of such member and all the lineal descendants and ascendants in direct line of such member and the brothers and sisters of such member and their lineal descendants and a husband or wife or widower or widow of any of the above persons and for the purposes aforesaid a step-child or adopted child or illegitimate child of any person shall be deemed to be his or her lineal descendant;

"Relevant Executive"

a director or employee of, or a consultant to, the Company or any subsidiary of the Company who is or was at any time a member of the Company, but not the Founding Members;

"Relevant Shares"

a) (so far as the same remain for the time being held by the trustees of any Family Trust) the shares originally acquired by such trustees pursuant to a Permitted Transfer under Article 7.13 and any additional shares issued to such trustees by way of capitalisation or acquired by such trustees in exercise of any right or option granted or arising by virtue of the holding of such shares or any of them or the membership thereby conferred; or

b) (so far as the same remain for the time being held by any Transferee Company) the shares originally acquired by such Transferee Company

	pursuant to a Permitted Transfer under Article 7.1.4 and any additional shares issued to such Transferee Company by way of capitalisation or acquired by such Transferee Company in exercise of any right or option granted or arising by virtue of the holding of such shares or any of them or the membership thereby conferred,
"Transferee Company"	a company for the time being holding shares in consequence, directly or indirectly, of a transfer or series of transfers of shares between Members of the same Group (the relevant Transferor Company in the case of a series of such transfers being the first transferor in such series),
"Transferor Company"	a company (other than a Transferee Company) which has transferred or proposes to transfer shares to a Member of the same Group,
"Transfer Notice"	a notice in accordance with Article 8 that a member desires to transfer his shares, complying in all respects with Article 8
"the Trigger Condition"	the consolidated profit before taxation of the Group Companies for any period of 3 consecutive calendar months commencing 1 November 2004 as shown by its management accounts of the Group Companies for such period as the Accountant Confirms to be equivalent on an annualised basis to an annual CPBT of not less than £300,000,

2 SHARE CAPITAL

- 2.1 The authorised share capital of the Company at the date of the adoption of these Articles is £460,000 divided into

- 2.1.1 100,000 "A" ordinary shares of £0.10 each ("A" Shares),
- 2.1.2 100,000 "B" Ordinary share of £0 10 each ("B" Shares"), and
- 2.1.3 4,400,000 deferred shares of £0 10 each ("Deferred Shares"), and

having the rights and privileges and subject to the restrictions ascribed to them respectively in these Articles of Association

3 UNISSUED SHARE CAPITAL

- 3.1 Subject to the provisions of the Act and these Articles and to any direction to the contrary which may be given by ordinary or other resolution of the Company, any unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Directors who may offer, allot, grant options over or grant any right or rights to subscribe for the shares, or any right or rights to convert any security into the shares or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the directors may determine

- 3.1.1 For the purposes of the Companies Act 1985 Section 80, but subject to the provisions of these Articles, the Directors are generally and unconditionally authorised to exercise all powers of the Company to allot relevant securities as defined in that section up to the aggregate nominal amount of £10,000 but so that.

- 3.1.2 this authority shall expire 5 years from the date on which the resolution adopting these Articles is passed but may be previously revoked or varied by the Company in general meeting and may from time to time be renewed by the Company in general meeting for a further period not exceeding 5 years, and
- 3.1.3 the Company may make any offer or agreement before the expiry of this authority that would or might require relevant securities to be allotted after this authority has expired and the directors may allot relevant securities in pursuance of any such offer or agreement as if this authority had not expired
- 3.1.4 Article 3.2 shall not apply to redeemable shares, which shall be governed by the provisions of Article 4.
- 3.1.5 Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company; but so that
- 3.1.6 Subject to the provisions of the Act, all shares which are for the time being unissued and which the directors propose to issue shall, unless the Company shall by special resolution otherwise direct, first be offered to the members in proportion as nearly as may be to the number of existing shares held by them (but excluding for this purpose any shares in respect of which a Transfer Notice has been, or is deemed to have been, given). The offer shall be made by notice specifying the number of shares offered and the subscription price and limiting a period (not being less than 14 days) within which the offer, if not accepted, shall be deemed to be declined. After the expiration of that period, those shares deemed to be declined shall be offered to the persons who have, within the said period, accepted all the shares offered to them in the proportion which their shareholdings bear to one another. This further offer shall be made in like terms and in the same manner and limited by a like period as the original offer
- 3.1.7 Any shares not accepted pursuant to such offer or further offer as aforesaid and any shares released from the provisions of this Article by any special resolution shall be under the control of the Directors who, subject to the provisions of the Act, may allot, grant options over or otherwise dispose of same to such persons, on such terms, and in such manner as they think fit, provided that in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers of them than the terms upon which they were offered to the members
- 3.1.8 Subject to the provisions of the Act, any shares in the capital of the Company may, with the sanction of a special resolution, be issued on terms that they are, or at the option of the Company or the member registered in respect of them are liable, to be redeemed on the terms and in the manner provided for by these Articles. Regulation 3 of Table A shall not apply.

4 RIGHTS ATTACHING TO SHARES

The Ordinary Shares and the Deferred Shares shall have, and be subject to, the following rights and restrictions:

4.1 Income

The profits of the Company available for distribution shall be used to pay dividends as follows:

- 4.1.1 in paying to the holders of Ordinary Shares such distribution by way of dividend or otherwise such amount as the Board may decide PROVIDED THAT unless and until the Trigger Condition is satisfied the holders of the "A" Shares shall be entitled to receive the first £1,000,000 of each dividend or other distribution and only any amount in excess of such sum shall be distributed rateably to the holders of the Ordinary Shares;

4.1.2 subject as otherwise expressly provided in these Articles dividends shall be paid pro rata according to the nominal value of the relevant Shares;

4.1.3 the Company shall procure that if it has declared a dividend each of its subsidiaries with profits available for distribution from time to time shall to the extent that it can lawfully do so declare and pay to the Company such dividends as are necessary to permit lawful and prompt payment of such dividend declared by the Company; and

4.1.4 the Deferred Shares shall confer on the holders thereof as a class no right to any dividend whatsoever

4.2 Capital

On a return of capital on liquidation or otherwise the surplus assets of the Company remaining after payment of its liabilities shall be applied as follows

4.2.1 first in order of priority in repaying to the holders of the "A" Shares and the "B" Shares pari passu as if they constituted a single class of shares (but subject to the proviso set out below) the paid up amount of those Shares together with any dividend declared but not paid up on them or pro rata to the amounts paid up on those Shares to the extent such surplus assets are insufficient to pay such amounts to each holder of Ordinary Shares in full,

4.2.2 second in order of priority amongst the holders of the "A" Shares and the "B" Shares pari passu as if they constituted a single class of shares (but subject to the proviso set out below) pro rata according to the amounts paid up on the Shares held by them respectively,

PROVIDED THAT unless and until the Trigger Condition is satisfied the holders of the "A" Shares shall be entitled to receive the first £1,000,000 of such capital available to shareholders and only any amount in excess of such sum shall be distributed equally to the holders of the Ordinary Shares;

4.2.3 subject to the rights of the Ordinary Shares and once there has been a distribution in aggregate to the holders of those shares (as if they constituted one class of share) of £100,000,000,000 on a winding up, the holders of any Deferred Shares shall be entitled out of the proceeds of the assets to a return of capital equal to the nominal value of the Deferred Shares and save as so provided the holders of any Deferred Shares shall not be entitled to any participation in the profits or assets of the Company

4.3 Voting

4.3.1 Subject to any special rights or restrictions as to voting attached to any Shares, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a representative at any general meeting shall have one vote and on a poll every member who is present in person or by proxy or (being a corporation) by a representative shall have one vote for every share in the capital of the Company of which he is the holder.

4.3.2 At any general meeting a poll may be demanded by any member present in person or by proxy or, being a corporation, by a duly authorised representative, and Regulation 46 shall be varied accordingly

4.3.3 On a poll at a general meeting the holders of the "B" Shares shall together be entitled to cast in respect of any resolution such number of votes as shall be one vote greater than the aggregate of all votes cast in respect of such matter or resolution provided that such entitlement shall automatically cease in the event that the Management Accounts of the Company for any period of 3 consecutive

calendar months during 2006 (as the Accountant Confirms) record a consolidated loss of the Group Companies

- 4.5.1 The Deferred Shares shall not entitle the holders of any of them to receive notice of or to attend or vote at any general meeting of the Company by virtue of their holdings of Deferred Shares

5 VARIATION OF CLASS RIGHTS

- 5.1 Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated either whilst the Company is a going concern, or during or in contemplation of a winding up, with the consent in writing of the holders of three fourths of the issued shares of the class or with the sanction of an Extraordinary Resolution passed at a separate meeting of the holders of that class, but not otherwise. To every such separate meeting all the provisions of these Articles relating to general meetings of the Company shall apply mutatis mutandis except that

- (a) the necessary quorum shall be at least two persons holding or representing by proxy one third in nominal amount of the issued shares of the class, but so that at any adjourned meeting of such holders at which such a quorum is not present the holder or holders present shall be a quorum, and
- (b) the holders of shares of the class in question shall on a poll have one vote in respect of every share of the class held by them respectively.

- 5.2 Without prejudice to the generality of this Article, it is a term of issue of the "A" Shares and the "B" Shares that the rights attached to such shares shall be deemed to be varied by the occurrence of any of the following events save where any of such events are otherwise expressly provided for in these Articles

- (a) any alteration of the provisions of the memorandum or articles of association of any Group Company,
- (b) any resolution of any Group Company for winding-up (except where it is or is about to become insolvent),
- (c) the redemption or purchase by any Group Company of any of its own shares
- (d) any increase or other reorganisation of the share capital of any Group Company or any alteration any of the rights attaching to its shares;
- (e) the creation or issue by any Group Company of any shares or securities convertible into shares or any grant or agreement to grant any option over its shares,
- (f) any resolution (whether pursuant to Part II of the Act or otherwise) under which the classification or status of any Group Company may be changed,
- (g) the grant by any Group Company of any guarantee, indemnity or security in respect of the obligations of any other person (except another Group Company),
- (h) any amendment, extension, termination or other variation of any service agreement of any Director of any Group Company (including any review of the salary or other benefits provided thereunder),
- (i) the acquisition by any Group Company of either
 - (i) any shares in any other company other than any company whose main business is similar to the main business of any Group Company

- (ii) any business as a going concern other than a business similar to the main business of any Group Company
- (i) any transaction by any Group Company which if such company or its holding company was listed on the Official List would under the Listing Rules be a related party transaction (as defined in the Listing Rules of the United Kingdom Listing Authority from time to time) or
- (k) any sale or purported sale of all of either
 - (i) the undertaking and assets any Group Company; or
 - (ii) the shares of any Group Company other than the Company

6 LIEN

- 6.1 The lien conferred by regulation 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and permanent lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Regulation 8 in Table A shall be modified accordingly.
- 6.2 The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of Regulation 8 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment"

7 TRANSFER OF SHARES

- 7.1 Any shares (other than any Deferred Share or any share in respect of which under these Articles the holder shall have been required by the Directors to give a Transfer Notice or shall be deemed to have given a Transfer Notice) any shares may at any time be transferred.
- 7.1.1 to any person with the prior consent in writing of holders of shares entitled to cast 75 % of the votes exercisable on a poll at a general meeting of the Company (which consent may be granted unconditionally or subject to terms or conditions and in the latter case any share so transferred shall be held subject to such terms and conditions notified in writing to the transferee prior to registration of the transfer), or
 - 7.1.2 by any individual member (not being in relation to the shares concerned a holder thereof as a trustee of any Family Trust) to a Privileged Relation of such member; or
 - 7.1.3 by any such individual member to trustees to be held upon a Family Trust related to such individual member; or
 - 7.1.4 by any member being a company (not being in relation to the shares concerned a holder thereof as a trustee of any Family Trust) to a Member of the same Group as the Transferor Company; or
 - 7.1.5 by any person entitled to shares in consequence of the death or bankruptcy of an individual member to any person or trustee to whom such individual member, if not dead or bankrupt, would be permitted hereunder to transfer the same.
- 7.2 Where shares have been issued to trustees of Family Trusts or transferred under Article 7.1 or under paragraphs 7.2.1 or 7.2.2 of this Article to trustees of Family Trusts, the trustees and their successors in office may transfer all or any of the Relevant Shares as follows:
- 7.2.1 to the trustees for the time being of the Family Trust concerned on any change of trustees; or
 - 7.2.2 pursuant to the terms of such Family Trust or to any discretion vested in the trustees thereof to the trustees for the time being of any other trusts being Family

Trusts in relation to the same individual member or deceased or former member,
or

7.2.3 on the total or partial termination of or pursuant to the terms of the Family Trusts concerned or in consequence of the exercise of any such power or discretion as aforesaid, to the relevant member or former member or any Privileged Relation of the relevant member or deceased or former member who has thereby become entitled to the shares proposed to be transferred.

7.3 If and whenever any Relevant Shares come to be held otherwise than upon Family Trusts, except in circumstances where a transfer thereof is authorised pursuant to Article 7.2 to be and is to be made to the person or persons entitled thereto, it shall be the duty of the trustees holding such shares to notify the Directors in writing that such event has occurred and the trustees shall be bound, if and when required in writing by the Directors so to do, to give a Transfer Notice in respect of the shares concerned.

7.4 If a person to whom shares have been transferred pursuant to Article 7.1.2 shall cease to be a Privileged Relation, such person shall be bound, if and when required in writing by the Directors so to do, to give a Transfer Notice in respect of the shares concerned.

7.5 If a Transferee Company ceases to be a Member of the same Group as the Transferor Company from which (whether directly or by a series of transfers under Article 7.1.4) the Relevant Shares derived, it shall be the duty of the Transferee Company to notify the Directors in writing that such event has occurred and (unless the Relevant Shares are thereupon transferred to the original Transferor Company or a Member of the same Group as the original Transferor Company, any such transfer being deemed to be authorised under the foregoing provisions of this Article) the Transferee Company shall be bound, if and when required in writing by the Directors so to do, to give a Transfer Notice in respect of the Relevant Shares.

7.6 Subject as otherwise expressly provided in this Article 7, any Shares which have been transferred in accordance with any of the sub paragraphs of this Article 7 may likewise be transferred by the transferee in accordance with any of those sub-paragraphs that may be applicable but subject as aforesaid shall thereafter be held by the transferee subject to the restrictions on transfer hereinafter provided.

8 PRE-EMPTION ON TRANSFER

8.1 Except in the case of a Permitted Transfer and subject always to Articles 12 and 13, the right to transfer shares or any interest in shares in the Company shall be subject to the following restrictions and provisions. References in this Article 8 to transferring shares or Sale Shares shall be construed to include any grant, direction, renunciation or other disposal of any interest in or any contractual right or option over or in respect of any share.

8.2 Subject to Article 7.6, any person ("the Proposing Transferor") proposing to transfer any shares in the capital of the Company ("the Sale Shares") shall be required before effecting, or purporting to effect the transfer, to give a notice in writing to the Company (a "Transfer Notice") that he desires to transfer the Sale Shares and shall state in the Transfer Notice the proposed price for each of the Sale Shares and the identity of the person (if known) to whom the Proposing Transferor desires to transfer the beneficial interest in the Sale Shares.

8.3 A Transfer Notice

a) shall constitute the Company the agent of the Proposing Transferor for the sale of the Sale Shares (together with all rights then attached thereto) at the Prescribed Price (as determined in accordance with Article 8.4 during the Prescribed Period (as defined in Article 8.5) to any member or to any other person selected or approved by the Directors on the basis set out in the following provisions of these Articles,

b) shall include such other details of the proposed transfer as the Directors may in their reasonable discretion determine, and

- c) except with the consent of the Directors shall not be revocable provided that (save in the case of a Transfer Notice given (or deemed to have been given) because of a requirement to do so by virtue of any provision of these Articles other than this Article 8) where the Prescribed Price is determined in accordance with Article 8 4 2 below and is less than the proposed price specified by the Proposing Transferor in the Transfer Notice then the Proposing Transferor shall be entitled to revoke the Transfer Notice (in whole but not in part) by notice in writing delivered to the Company within 7 days of notification of such determination to the Proposing Transferor and provided further that as a condition to accepting such notice of revocation the Company shall be entitled to require the Proposing Transferor to reimburse to the Company all or such proportion as may be specified of the fees of the Accountant for determining the Prescribed Price.

8 4 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 and prior to completion under Article 8.8) shall be whichever is applicable of

8 4.1 the price per Sale Share agreed either (a) not more than one month before the date on which the Transfer Notice was given (or deemed to have been given) ("the Notice Date") or (b) not more than one month after the Notice Date between the Proposing Transferor and the Directors as representing the market value thereof, or

8 4.2 if the Prescribed Price shall not have been agreed within one month before or after the Notice Date in accordance with Article 8 4 1, the sum per Sale Share the Accountant Confirms as the market value thereof as at the Notice Date and so that in such case:

- a) the Directors shall upon the giving of the Transfer Notice refer the matter to the Accountant and the Accountant shall thereafter as soon as practicable Confirm the sum per share considered in their opinion to be the market value thereof as at the Notice Date calculated on the basis of a sale as between a willing seller and a willing purchaser contracting on arm's length terms having regard to the fair value of the business of the Company as a going concern as at such date (ignoring the fact if such be the case, that the shares either do or do not carry effective control of the Company);
- b) the Company shall furnish to the Proposing Transferor a copy the written Confirmation of the Accountant within 7 days of the issue thereof, and
- c) the Accountant shall act hereunder at the cost and expense of the Company (subject as provided in Article 8.3 c)) as experts and not as arbitrators and their determination shall be final and binding on all persons concerned and, in the absence of fraud, they shall be under no liability to any such person by reason of their determination or certificate or by anything done or omitted to be done by them for the purpose thereof or in connection therewith,

8.5 If the Prescribed Price was agreed prior to the Notice Date as provided in Article 8 4.1, the Prescribed Period shall commence on the Notice Date and expire six weeks thereafter. If the Prescribed Price was agreed within one month after the Notice Date as provided in Article 8 4.1, the Prescribed Period shall commence on the Notice Date and shall expire six weeks after the date that the Prescribed Price was so agreed. If the Prescribed Price is determined in accordance with Article 8 4 2, the Prescribed Period shall commence on the Notice Date and shall expire two months after the date on which the Accountant shall have Confirmed of their determination of the Prescribed Price.

8.6 All shares included in any Transfer Notice shall by notice in writing be offered by the Company as soon as practicable following receipt of the relative Transfer Notice (or where

Article 8.4 2 applies following determination of the Prescribed Price and expiry of the period of seven days referred to in Article 8.3 c) (unless within such period the Proposing Transferor shall have duly revoked the Transfer Notice) to all members holding Ordinary Shares other than Deferred Shares ("offeree members") (other than the holder of the Sale Shares or any other member who has then given or is deemed to have given a Transfer Notice in respect of his shares or who by virtue of any provision of these Articles is then under an obligation to give a Transfer Notice in respect of his shares or any of them) 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 member beyond that applied for by him) to their existing holdings of shares (but excluding any shares in respect of which a subsisting Transfer Notice has been or is deemed to have been given). Such offer

- 8.6.1 Shall stipulate a time (being not less than 21 and not more than 28 days) within which it must be accepted or in default will lapse; and
- 8.6.2 may stipulate that any offeree member who desires to purchase a number of Sale Shares in excess of the proportion to which he is entitled shall in his acceptance state how many excess Sale Shares he wishes to purchase and any shares not accepted by other offeree members shall be used for satisfying the requests for excess Sale Shares pro rata to the existing shares of the same class as the Sale Shares respectively held by such offeree members making such requests.
- 8.7 Any shares not accepted by any of the members pursuant to the foregoing provisions of these Articles by the end of the relevant period under Article 8.6 may be offered by the Directors to such persons as they may think fit for purchase at the Prescribed Price, provided that no shares in the Company may be sold to a person who is not then already a member
- 8.8 If the Company shall within the Prescribed Period find members 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 shares to the respective Purchaser(s), provided that, if the Transfer Notice shall state that the Proposing Transferor is not willing to transfer some only of the Sale Shares (which he shall not be entitled to do in respect of any Transfer Notice which he is required or deemed by virtue of any provision of these Articles other than this Article 8 to give or to have given), this provision shall not apply unless the Company shall have found Purchasers for all of the Sale Shares. Every notice given by the Company under this Article 8.8 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 business days nor more than ten business days after the date of the notice
- 8.9 If a Proposing Transferor shall fail or refuse to transfer any Sale Shares to a Purchaser(s) hereunder, the Directors may authorise some person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money in trust for the Proposing Transferor and cause the Purchaser(s) to be registered as the holder of such shares. The receipt of the Company for the purchase money 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 to the Company his share certificate(s) or a suitable indemnity and the necessary transfers.
- 8.10 If the Company shall not within the Prescribed Period find Purchasers willing to purchase any or 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 has no prospect of finding Purchasers, the Company may, subject to the discretion of the Board and so far as it is legally able, purchase all or some of

the Sale Shares at the Prescribed Price provided that it gives notice of its intention to do so within the Prescribed Period.

- 8.11 If the Company shall not within the Prescribed Period find Purchasers willing to purchase any or 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 has no prospect of finding Purchasers, and in either case, if the Company shall not have purchased all or some of the Sale Shares pursuant to Article 8 10, then, subject always to Articles 12 and 13, the Proposing Transferor shall be at liberty at any time during a period of 45 days after the end of the Prescribed Period to transfer those Sale Shares for which the Company has not within the Prescribed Period given notice that it has found (or has given notice that it has no prospect of finding) Purchasers to any person by way of a bona fide sale 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 that the Prescribed Price was agreed or determined and prior to completion under Article 8 8) and to be retained by the Proposing Transferor provided that:

8.11.1 If the Transfer Notice shall state that the Proposing Transferor is not willing to transfer part only of the Sale Shares he shall only be entitled to transfer under this Article all the unsold Sale Shares, and

8 11.2 the Directors may require to be satisfied that the Sale Shares are being transferred under this Article pursuant to a bona fide sale for 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.

- 8 12 If a member, or other person entitled to transfer a share, at any time attempts to deal with or dispose of a share or any interest in a share otherwise than in accordance with the provisions of this Article 8, he shall be deemed to have served a Transfer Notice on the Company in respect of the share immediately prior to the attempt, and the provisions of this Article 8 shall thereupon apply to the share. Any such Transfer Notice shall be deemed to have been served on the date on which the directors receive actual notice of the attempt

9 BARE NOMINEES

For the avoidance of doubt and without limitation, no share (other than any share so held on the date of adoption of these Articles) shall be held by any member as a bare nominee for, and no interest in any share shall be sold to, any person unless a transfer of such share to such person would rank as a Permitted Transfer. If the foregoing provision shall be infringed the holder of such share shall be bound to give a Transfer Notice in respect thereof

10 COMPULSORY TRANSFERS - GENERAL

- 10 1 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 the Directors so to do, to give a Transfer Notice in respect of such share and the price per share shall be the market value as Confirmed by the Accountant in accordance with Article 8.4

- 10 2 If a share remains registered in the name of a deceased member for longer than one year after the date of his death, the Directors may require the legal personal representatives of such deceased member either to effect a transfer of such shares (including for such purpose an election to be registered in respect thereof) being a Permitted Transfer or to show to the satisfaction of the Directors that a Permitted Transfer will be effected before or promptly upon the completion of the administration of the estate of the deceased member or (failing compliance with either of the foregoing within one month or such longer period as the Directors may allow for the purpose) to give a Transfer Notice in respect of such share.

- 10.3 If either

- a) a member which is a company; or
- b) a Transferor Company from which a Transferee Company acquired any shares;

either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets, such member or Transferee Company (as the case may be) shall forthwith at the request of the Directors be required to give a Transfer Notice in respect of all of the shares held by such member and/or Transferee Company

10.4 If there is a change in control (as control is defined in section 840 of the Income and Corporation Taxes Act 1988) of

- a) any member which is a company; or
- b) a Transferor Company from which a Transferee Company acquired any shares;

such member, or Transferee Company (as the case may be) shall be bound at any time, if and when required in writing by the Directors so to do, to give (or procure the giving in the case of a nominee) a Transfer Notice in respect of all the shares registered in its and their names and their respective nominees' names.

11 COMPULSORY TRANSFERS - EMPLOYEES

11.1 If a Relevant Executive becomes a Leaver at any time then (unless the Directors resolve otherwise) such Relevant Executive and any Executive Transferee Member of such Relevant Executive (as the case may be) shall be deemed to have given, on the date on which the Relevant Executive concerned became a Leaver (or such later date as the Directors shall specify), a Transfer Notice in respect of all of the shares held by such Relevant Executive and/or Executive Transferee Member at a price of either

11.1.1 if such Relevant Executive shall have become a Leaver in circumstances involving either

11.1.1.1 a breach by the Relevant Executive of his service agreement or terms of his service or

11.1.1.2 a voluntary departure prior to the expiry of five years from the date he began his employment except on death, ill health or on retirement age,

then the price per share shall be a sum equal to either of the price paid by the Relevant Executive for each of his shares or the market value of his shares (which shall be Confirmed by the Accountant in accordance with Article 7.4), whichever price is the lower, and

11.1.2 if such Relevant Executive shall have become a Leaver for any other reason than those reasons specified in paragraph 11.1.1 above, then the price per share shall be equal to the market value thereof which shall be determined, as aforesaid, in accordance with the provisions of Article 8.4

For the avoidance of doubt this Article 11 will not apply to the Founding Members

12 DRAG ALONG RIGHT

12.1 In the event that either

12.1.1 members (either alone or in concert) holding shares in the capital of the Company representing more than seventy five per cent (75%) of the shares have accepted an offer to Transfer all of their shares to a third party who is not an Affiliate of any of the Selling Holders in an arms' length transaction, or

12.1.2 members (either alone or in concert) holding shares in the capital of the Company representing either

a a majority in nominal value of the "A" Shares or

b a majority in nominal value of the "B" Shares or

have accepted an offer to Transfer all of their shares to a third party who is not an Affiliate of any of the Selling Holders in an arms' length transaction for a consideration which either

- aa comprises entirely a sum payable in cash on completion which if the entire issued share capital were to be sold would be equivalent to not less than the Agreed Minimum Price (as hereinafter defined) (a "Qualifying Cash Consideration"); or
- bb comprises a Qualifying Cash Consideration and also an alternative consideration which the financial adviser to the Company certifies as equivalent in value to the Qualifying Cash Consideration (to include any consideration (in cash or otherwise) which having regard to the substance of the transaction as a whole, is reasonably regarded by the Board as an addition to the price to be paid or payable) (the "Alternative Consideration")

(such member or members being the "Selling Holders"),

and in either such case such Transfer is conditional upon the sale of all the remaining outstanding shares of the Company; (a "Drag-Along Sale"),

then (subject always to paragraph 12.3 of this Article 12) the Selling Holders may, at their option and by giving a Drag-Along Notice (as defined below) to the other members, require each member (a "Drag-Along Shareholder") to sell all (but not less than all) of their shares in the capital of the Company to such third party for the Qualifying Cash Consideration or (to the extent any Drag Along Shareholder so elects) any Alternative Consideration and otherwise on the same terms and conditions upon which the Selling Holders are selling their shares to such third person as specified in the Drag-Along Notice.

For the purpose of the foregoing "Agreed Minimum Price" shall mean the greater of

- a £3,000,000, and
- b four times CPBT of the Group Companies as shown by the Company's latest available audited consolidated accounts for a period of twelve months.

12.2 For purposes of this Article 12, a "Drag-Along Notice" shall mean written notice providing reasonable detail of

- 12.2.1 the nature of the proposed Transfer;
- 12.2.2 the number of shares to be sold or transferred,
- 12.2.3 the consideration to be paid for each share;
- 12.2.4 the name and address of each prospective purchaser(s) or transferee(s), and
- 12.2.5 any other material terms and conditions of the proposed Drag-Along Sale

12.3 Any one or more Drag-Along Shareholders together holding not less than 30% of the Ordinary Shares (together the "Counter-offerors") shall be entitled at any time within 30 Business Days following service of a Drag-Along Notice (the "Relevant Period") to give notice to the Company ("Counter-offer Notice") offering to purchase not later than 60 Business Days after the date of the Drag-Along Notice and for a Qualifying Cash Consideration and otherwise on the same terms as those set out in the Drag-Along Notice all of the Ordinary Shares of the Selling Holders and the remaining Drag-Along Shareholders, and so that

- a a Counter Offer Notice shall constitute a legally binding commitment of the Counter-offerors to purchase such shares on such terms;
- b upon receipt by the Company of a valid Counter Offer Notice, the Drag-Along Notice in response to which the Counter-offer was made shall cease to have effect.

12.4 Within five (5) Business Days following the expiry of the Relevant Period, then

12.4.1 where no Counter Offer Notice has been duly received by the Company, each Drag-Along Shareholder; or

12.4.2 where a Counter Offer Notice has been duly received, each holder of Ordinary Shares other than the Counter-offerors ("Counter-offerees"),

shall deliver to an escrow agent (which shall be a law or accounting firm designated by the Company) on behalf of such Drag-Along Shareholder or Counter-offerees (as applicable), a limited power of attorney representing the shares in the capital of the Company owned by such Drag-Along Shareholder or Counter-offeree (as applicable) that are to be sold pursuant to this Article 12, which such power of attorney shall also authorise such escrow agent, on behalf of such Drag-Along Shareholder or Counter-offeree (as applicable), to sell such shares to such third person or to the Counter offerors on the terms and conditions specified in the Drag-Along Notice or Counter Offer Notice (as the case may be)

12.5 To give effect to this Article 12 if any Drag-Along Shareholder or Counter-offeree (as applicable) shall fail to provide the Company with a duly executed limited power of attorney as aforesaid, the Directors may authorise any person to execute a power of attorney on behalf of such Drag-Along Shareholder or Counter-offeree (as applicable) to effect the transfer of the shares owned by such Drag-Along Shareholder or Counter-offeree (as applicable). The title of the transferee to any such shares the subject of such power of attorney shall not be affected by any irregularity in or invalidity of such power of attorney

12.6 If, within one hundred and twenty (120) calendar days after the issue of the Drag-Along Notice, neither

a the Transfer to the third party specified in the Drag-Along Notice, nor

b the Transfer pursuant to the Counter Offer

has been completed, the power of attorney delivered to the escrow agent to represent the shares that the Drag-Along Shareholders or Counter-offerees (as applicable) delivered for sale pursuant hereto shall be returned to the Drag-Along Shareholders or Counter-offerees (as applicable)

12.7 Simultaneously with the consummation of

12.7.1 the Drag-Along Sale pursuant to this Article 12, the Selling Shareholder shall notify the Drag-Along Shareholders thereof and shall cause the third party purchaser(s) in the Drag-Along Sale to remit to the Drag-Along Shareholders the relevant price per share for all shares in the capital of the Company so sold by the Drag-Along Shareholders, and

12.7.2 the Counter offer Sale pursuant to this Article 12, the Counter-offerors shall notify all Counter-offerees thereof and shall remit to Counter-offerees the relevant price per share for all shares in the capital of the Company so sold by the Counter-offerees

12.8 The provisions of this Article 12 shall be terminated upon the consummation of the admission of the share capital of the Company to the United Kingdom Official List, or to trading on the Alternative Investment Market in the United Kingdom or any other recognised investment exchange in the United Kingdom or elsewhere in circumstances where a market is made in the share capital of the Company.

13 COMPULSORY OFFERS

13.1 No Transfer for value of the legal or beneficial interest in any shares (the "Relevant Transaction") may be made if as a result of such transfer to a third party (who is not a member or a Permitted Transferee in relation to a member) either alone or together with persons acting in concert with him (within the meaning given in the City Code on Takeovers and Mergers as in force at the date of adoption of these Articles) would obtain or hold greater than 30% of the voting shares in the Company unless the person proposing to make such transfer (the "Proposing Controlling Transferor(s)"), shall have procured a written

offer complying with the provisions of Article 13.2 to have been made by the person proposing to acquire such shares (the "Proposing Controlling Transferee") (or any person or persons acting in concert with him) to be made and sent to the holders of all the other issued shares in the Company to acquire their entire holdings of shares in the capital of the Company

13 2 The offer referred to in Article 13.1 above shall.

13 2.1 be open for acceptance in England for a period of at least 28 days following the making of the offer;

13.2.2 be on terms that the member shall be entitled to receive a sum in cash equal to an amount for each share transferred equal to the price paid or payable by the Proposing Controlling Transferee to the Proposing Controlling Transferor in the Relevant Transaction, which price shall be deemed to include any consideration (in cash or otherwise) paid or payable by the Proposing Controlling Transferee, having regard to the substance of the transaction as a whole, is reasonably regarded by the Board as an addition to the price to be paid or payable; and

13 2 3 be on terms that the purchase of any shares in the capital of the Company in respect of which such offer is accepted shall be completed at the same time and on the same terms (except as set out above) as the purchase of the shares from the Proposing Controlling Transferor.

14 INFORMATION CONCERNING SHAREHOLDINGS AND TRANSFERS

14 1 For the purpose of ensuring that a transfer of shares is a Permitted Transfer or that no circumstances have arisen whereby a Transfer Notice is or may be required to be given hereunder or to be satisfied that any proposed sale is bona fide and on the terms stated in the Transfer Notice with no rebate or allowance, the Directors may from time to time require any member or the legal personal representatives of any deceased member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Directors may reasonably think fit regarding any matter which they may deem relevant for such purpose. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after such requirement being made, the Directors shall be entitled to refuse to register the transfer in question or (if no transfer is in question) to require by notice in writing that a Transfer Notice be given in accordance with Article 7 in respect of the shares concerned.

14 2 In a case where the Directors have duly required a Transfer Notice to be given in respect of any shares and such Transfer Notice is not duly given within a period of one month, or such longer period as the Directors may allow for the purpose, such Transfer Notice shall (except and to the extent that a Permitted Transfer of any of such shares shall have been made) be deemed to have been given on such date after the expiration of the said period as the Directors may by resolution determine and the foregoing provisions of these Articles shall take effect accordingly

14 3 From (and including) the date on which the Directors have duly required a Transfer Notice(s), all holders of shares the subject of such Transfer Notice(s) shall not transfer or encumber any of their shares or any interest in their shares (other than pursuant to such Transfer Notice(s)) until all proceedings pursuant to such Transfer Notice(s) have been finalised in accordance with these Articles.

15 PROCEEDINGS AT GENERAL MEETINGS

15 1 A poll may be demanded at any general meeting by the chairman or by any member present in person or by proxy and entitled to vote. Regulation 46 shall be modified accordingly.

15 2 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business and a quorum shall consist of any member of the Company holding "A" Shares or his proxy and any holder of "B" Shares

or his proxy. In default of a quorum within one hour after the time appointed for the meeting the meeting shall be adjourned to such time (not being earlier than 7 days from the date of the original meeting) and place as the directors may determine.

- 15 3 If within half an hour from the time appointed for a meeting of the members of the Company a quorum is not present, the meeting shall be adjourned to the same day of the next week at the same time and place. Each member of the Company not present at the meeting shall be promptly notified in writing of the date and time of the adjourned meeting. If, at the adjourned meeting, a quorum is not present within half an hour of the time appointed for that meeting, then the members of the Company present shall be capable of forming a quorum or the member or members present shall be entitled to or execute a written resolution on behalf of all members of the Company entitled to attend and vote in respect of such resolution relating to the business set out in the documents circulated) and these Articles shall operate so as to appoint all such members of the Company forming the quorum at such re-convened meeting as the lawful attorneys of those members of the Company not present at such lawful meeting for the purpose of approving such written resolution.
- 15 4 Regulations 39 and 41 shall not apply
- 15 5 At any general meeting a poll may be directed by the chairman or demanded by any member present in person or by proxy or, being a corporation, by a duly authorised representative, and Regulation 46 shall be varied accordingly
- 15 6 In the case of an equality of votes whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall not have a second or casting vote but any Founder Member holding "B" Shares shall, for so long as holds such "B" Shares, be entitled to one more vote than all other votes cast or capable of being cast at such meeting provided that such voting rights of a Founder Member holding "B" Shares shall automatically cease in the event that the Accountant Confirms that the management accounts of the Group Companies for any period of 3 consecutive calendar months during 2006 record a consolidated loss of the Group Companies for such period. Regulation 50 shall not apply
- 15.7 A resolution in writing executed or approved by or on behalf of the holders of all the issued ordinary share capital of the Company shall be as valid and effectual as if the same had been duly passed at a general meeting and may consist of several documents in the like form, each executed by or on behalf of one or more persons. In the case of a corporation, the resolution may be signed on its behalf by a director or the Secretary thereof or by its duly appointed attorney or duly authorised representative. Regulation 53 shall be modified accordingly.

16 DIRECTORS' BORROWING POWERS

The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and subject to Sections 81 and 82 of the Act (to the extent applicable or as amended) and these Articles to issue debentures, debenture stock and other securities as security for any debt, liability or obligation of the Company or any third party.

17 DIRECTORS APPOINTMENT

- 17 1 The maximum number of Directors of the Company shall be eight (or such higher number as the members may resolve by ordinary resolution).
- 17 2 The Directors shall not be subject to retirement by rotation. Regulations 73 to 75 and the last two sentences of Regulation 79 shall not apply and Regulations 76, 77, 78 and 80 shall be modified accordingly
- 17.3 The holders for the time being of a majority of the "A" Shares shall have the right at any time and from time to time to appoint one Director of the Company approved by the Board (such

approval not to be unreasonably withheld or delayed) and the following provisions shall have effect:

17.3.1 any such appointment shall be made by notice in writing to the Company by the holders for the time being of a majority of the "A" Shares who may in like manner at any time and from time to time remove from office any Director appointed by it pursuant to this Article 17 and appoint any person in place of any Director so removed or dying or otherwise vacating office;

17.3.2 upon any resolution pursuant to Section 303 of the Act proposing to effect the removal of any Director appointed pursuant to Article 17.3 and for the time being holding office pursuant to this Article or of any other Director of the Company, the "A" Shares shall confer upon the holder(s) thereof the right to an aggregate number of votes which is one vote greater than the number of votes capable of being cast on such resolution by all other members of the Company. Such votes shall be divided between such holders if more than one as nearly as may be in proportion to the number of "A" Shares held by them respectively.

17.4 The holders for the time being of a majority of the "B" Shares shall have the right at any time and from time to time to appoint one Director of the Company approved by the Board (such approval not to be unreasonably withheld or delayed) and the following provisions shall have effect

17.4.1 any such appointment shall be made by notice in writing to the Company by the holders for the time being of a majority of the "B" Shares who may in like manner at any time and from time to time remove from office any Director appointed by it pursuant to this Article 17 and appoint any person in place of any Director so removed or dying or otherwise vacating office;

17.4.2 upon any resolution pursuant to Section 303 of the Act proposing to effect the removal of any Director appointed pursuant to Article 17.4 and for the time being holding office pursuant to this Article or of any other Director of the Company, the "B" Shares shall confer upon the holder(s) thereof the right to an aggregate number of votes which is one vote greater than the number of votes capable of being cast on such resolution by all other members of the Company. Such votes shall be divided between such holders if more than one as nearly as may be in proportion to the number of "B" Shares held by them respectively

18 DIRECTORS' MEETINGS

18.1 Without prejudice to the first sentence of Regulation 89, a meeting of the Directors or of a committee of the Directors may consist of a conference between directors who are not all in one place, but where 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, and the word "meeting" in these Articles shall be construed accordingly

18.2 It shall be necessary to give notice of a Directors' meeting to each Director (and any alternate Director) who is absent from the United Kingdom if an address in the United Kingdom is specified by the Director for that purpose

18.3 No business shall be transacted at any meeting of the Board unless a quorum of the Board is present at the time when the meeting proceeds to business and a quorum shall consist of two Directors being a Director appointed pursuant to Article 17.3 and a Director appointed pursuant to Article 17.4 or in each case their respective alternates appointed pursuant to Article 19. In default of a quorum within one hour after the time appointed for the meeting the meeting shall be adjourned to such time (not being earlier than 7 days from the date of the original meeting) and place as the directors may determine

18.4 If within half an hour from the time appointed for a meeting of the Board a quorum is not present, the meeting shall be adjourned to the same day of the next week at the same time

and place. Each Director not present at the meeting shall be promptly notified in writing of the date and time of the adjourned meeting. If, at the adjourned meeting, a quorum is not present within half an hour of the time appointed for that meeting, then the Director or Directors present (or their respective alternates, as the case may be) shall be capable of forming a quorum and shall sign or execute a written resolution on behalf of the Board entitled to attend and vote in respect of such resolution relating to the business set out in the documents circulated) and these Articles shall operate so as to appoint such Director or Directors (or their respective alternates, as the case may be) forming the quorum at such reconvened meeting as the lawful attorneys of those Directors not present at such lawful meeting for the purpose of approving such written resolution

- 18.5 A resolution in writing signed or approved by telefax by all the directors shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors; but a resolution signed by an alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity. Regulation 93 shall not apply
- 18.6 A Director may vote at a meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company. Regulation 94 shall be modified accordingly, provided that he has disclosed to the Directors the nature and extent of any material interest or duty
- 18.7 In the case of an equality of votes at a meeting of the Directors, a Director appointed pursuant to Article 17.4 shall be entitled to vote at meetings of the Board such that the number of votes cast by him in respect of any matter put to the Board for discussion or any resolution of the Board shall at all times be one vote greater than the aggregate of all votes cast by any Directors appointed by a holder of "A" Shares pursuant to Article 17.3 and all other Directors in respect of such matter or resolution provided that such voting rights of a Director appointed pursuant to Article 17.4 shall automatically cease in the event that the Accountant Confirms that the management accounts of the Group Companies for any period of 3 consecutive calendar months during 2006 record a consolidated loss of the Group Companies. Regulation 88 shall be modified accordingly

19 ALTERNATE DIRECTORS

- 19.1 Any director (other than an alternate director) may appoint any person to be an alternate director and may remove from office an alternate director appointed by him.
- 19.2 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 except only such part (if any) of the remuneration otherwise payable to the director appointing him as such director may by notice in writing to the Company from time to time direct. An alternate director who is absent from the United Kingdom shall be entitled to receive notice of all meetings of the directors and of all meetings of committees of directors of which his appointor is a member at such address as he shall have notified to the Company Secretary. Regulations 65 and 66 of Table A shall be varied accordingly.
- 19.3 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) but he shall count as only one director for the purpose of determining whether a quorum is present. The signature of an alternate director to any resolution in writing of the directors or of a committee of the directors shall, unless notice of his appointment provides to the contrary, be as effective as the signature of his appointor.

20 **NOTICES**

20.1 Notices shall be given to a member whose registered address is outside the United Kingdom. Regulation 112 shall be modified accordingly.

20 2 Without prejudice to regulations 112 to 116 inclusive in Table A, the Company may give notice to a member by using Electronic Communications to an address or number for the time being notified to the Company by the member. Any notice despatched by way of Electronic Communication shall be deemed to be given on the day after it was despatched.

21 **INDEMNITY**

21 1 Without prejudice to any indemnity to which such officer may otherwise be entitled, every Director, Auditor, Secretary or other officer of the Company shall be indemnified by the Company against all costs, charges, losses, expenses, and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court. Regulation 118 shall not apply.

21 2 The Company may purchase and maintain for any Director, Secretary or other officer of the Company insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.

22 **TRANSFERS OF SHARES**

22 1 For as long as the Company is the wholly owned subsidiary (as defined in section 736 of the Companies Act 1985 ("the Act")) of another company, a transfer in respect of any shares in the Company may be executed by a director of that other company, and the Directors of the Company shall be bound to accept such a transfer as validly executed by a duly authorised agent of the transferee

23 **SPECIAL ARTICLE**

23 1 Notwithstanding anything contained in these Articles, this Special Article shall take precedence over all other provisions of these Articles whether expressly or impliedly contradictory to the provisions of this Special Article (to the effect that any provision contained in this Special Article shall override any other provision of these Articles)

23 2 The Directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer -

23 2 1 is to any bank, institution or other person to which such shares have been charged by way of security, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) ("a Secured Institution"), or

23 2 2 is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares, or

23 2 3 is executed by a Secured Institution or its nominee pursuant to a power of sale or other power existing under such security,

and the Directors shall forthwith register any such transfer of shares upon receipt and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the Company or any of them and no such shareholder shall have any right under the Articles or otherwise howsoever to require such shares to be transferred to them whether for any valuable consideration or otherwise Regulation 24 of Table A shall be modified accordingly

- 23.3 The Directors shall not issue any share certificates (whether by way of replacement or otherwise) without the prior written consent of (or on behalf of) all (if any) Secured Institutions (as defined in Special Article 23.2.1 above)
- 23.4 The Company shall have no lien on any shares which have been charged by way of security to a Secured Institution and the provisions of Regulation 11 of Table A relating to liens over shares shall not apply in respect of any such shares