



Heartwood

Wealth Group

Resolutions of

HEARTWOOD WEALTH GROUP LIMITED

Company Number 05498937 (the "Company")

Passed on 6 December 2010

On 6 December 2010 an Annual General Meeting of the Company was held and the following Resolutions were duly passed as Special Resolutions

- 7 **THAT**, subject to the passing of Resolutions 6 and 9, the Pre-emption Amount (as defined in Article 6.6 of the Company's Articles of Association to be adopted pursuant to Resolution 9 (**New Articles**)) for the purposes of Article 6.4 of the New Articles shall be an aggregate amount of £18,748.80 divided between
 - a C Ordinary Shares up to an aggregate nominal amount of £15,000, and
 - b any class of shares in the capital of the Company from time to time (other than C Ordinary Shares), up to an aggregate nominal amount of £3,748.80
- 8 **THAT**, subject to the passing of Resolution 9, all of the issued B Ordinary Shares of 10 pence each in the capital of the Company be and hereby redesignated as B1 Ordinary Shares of 10 pence each in the capital of the Company, having the rights and being subject to the restrictions as set out in the Company's Articles of Association to be adopted pursuant to Resolution 9
- 9 **THAT** the Articles of Association produced to the meeting and initialled by the chairman of the meeting, for purposes of identification, be adopted as the Articles of Association of the Company, in substitution for and to the exclusion of the Company's existing Articles of Association, including all those provisions of the Company's Memorandum of Association which, by virtue of Section 28 of the Companies Act 2006, are treated as provisions of the Company's existing Articles of Association, to take effect subject to, and immediately following, the sanction and approval of this Resolution by the holders of the A Ordinary Shares in the capital of the Company
- 10 **THAT**, subject to the passing of Resolutions 8 and 9 and to the Directors being satisfied that the necessary consents have been obtained, all of the issued B1 Ordinary Shares of 10 pence each in the capital of the Company held by the trustees of the Heartwood Wealth Group Employee Benefit Trust following the redesignation under Resolution 8 be and are hereby converted into and redesignated as B Ordinary Shares of 10 pence each in the capital of the Company, having the rights and being subject to the restrictions set out in the Company's Articles of Association to be adopted pursuant to Resolution 9
- 11 **THAT**, subject to the passing of Resolutions 8 and 9 and the necessary consents from the holders of any B1 Ordinary Shares to be converted and redesignated having been obtained, the Directors be and are hereby authorised (in their absolute discretion) to convert and redesignate any issued B1 Ordinary Shares of 10 pence each in the capital of the Company arising on the redesignation of the B Ordinary Shares under Resolution 8, and not converted and redesignated under Resolution 10, as B Ordinary Shares of 10 pence each in the capital of the Company, having the rights and being subject to the restrictions set out in the Company's Articles of Association to be adopted pursuant to Resolution 9, such conversion and redesignation to take effect automatically on the date and time specified in the resolution of the Directors exercising this authority


Company Secretary

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15/12/2010
Date



Heartwood

Wealth Group

Resolution of

HEARTWOOD WEALTH GROUP LIMITED

Company Number 05498937 (the "Company")

Passed on 6 December 2010

On 6 December 2010 an Annual General Meeting of the Company was held and the following Resolution was duly passed as an Ordinary Resolution

THAT, subject to the passing of Resolution 9

- a the Prescribed Period (as defined in Article 6 6 of the Company's Articles of Association to be adopted pursuant to Resolution 9 (**New Articles**)) for the authority and power of the Directors to allot Shares, or to grant rights to subscribe for or convert any securities into Shares, shall be the period commencing on 6 December 2010 and ending on the earlier of the conclusion of the Company's next AGM and 30 January 2012, and
- b the Allotment Amount (as defined in Article 6 6 of the New Articles) shall be an aggregate amount of £18,748 80 divided between
 - (i) C Ordinary Shares, up to an aggregate nominal amount equal to £15,000, and
 - (ii) any other class of shares in the capital of the Company from time to time (other than C Ordinary Shares), up to an aggregate nominal amount of £3,748 80

All previous authorities pursuant to section 80 of the Companies Act 1985 and/or section 551 of the Companies Act 2006 are revoked, subject to Article 6 5 of the New Articles


Company Secretary

15 12 2010
Date



Heartwood
Wealth Group

Resolution of
HEARTWOOD WEALTH GROUP LIMITED
Company Number 05498937 (the "Company")
Passed on 6 December 2010

On 6 December 2010 at a Class Meeting for the holders of A Ordinary Shares was held and the following Resolution was duly passed as a Special Resolution

THAT, the holders of the A Ordinary Shares of 10 pence each in the capital of the Company hereby sanction and approve

1. the passing by the Company of the resolution adopting new Articles of Association of the Company (**Articles**), as set out in the notice convening an Annual General Meeting of the Company on 6 December 2010, and
2. every variation, modification or abrogation of the rights, privileges and restrictions attached to the A Ordinary Shares which may be effected or entailed by (i) that resolution and (ii) the adoption of the Articles

Company Secretary

15.12.2010.
Date

Company number 5498937

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

HEARTWOOD WEALTH GROUP LIMITED

adopted by resolution of the Company passed on 6 December 2010

Speechly Bircham LLP
6 New Street Square
London
EC4A 3LX

Tel +44 (0)20 7427 6400
Fax +44 (0)20 7427 6600

Ref NJ/335517
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A handwritten signature in dark ink, appearing to be 'D.A.S. Hughes', is written over the date.

14. xii. 2010

Contents

	Page
1 THE ARTICLES	1
2 DEFINITIONS AND INTERPRETATION	1
3 SHARES AND LIABILITY OF MEMBERS	7
4 INCOME AND CAPITAL	8
5 VOTING	16
6 ISSUE OF SHARES	17
7 LIEN	18
8 PERMITTED TRANSFERS	19
9 COMPULSORY TRANSFERS	21
10 TRANSFER PROCEDURE	23
11 TAG ALONG	32
12 DRAG ALONG	33
13 GENERAL MEETINGS	34
14 PROCEEDINGS AT GENERAL MEETINGS	34
15 APPOINTMENT, RETIREMENT AND ALTERNATES OF DIRECTORS	35
16 PROCEEDINGS OF DIRECTORS	36
17 DIRECTORS' INTERESTS	36
18 CONFLICTS OF INTEREST	37
19 DIRECTOR POWERS AND REMUNERATION	38
20 DISQUALIFICATION OF DIRECTORS	39
21 SECRETARY AND SEAL	39
22 PARTLY PAID SHARES	39
23 NOTICES	39
24 INDEMNIFICATION OF OFFICERS	40
25 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS	41

Company number 5498937

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

Heartwood Wealth Group Limited (the Company)

(Adopted by resolution of the Company passed on 6 December 2010)

1 THE ARTICLES

1.1 The Articles shall consist of

1.1.1 the regulations in this document, and

1.1.2 the Regulations as amended by these Articles

1.2 The Regulations shall apply to the Company except where they are excluded or varied by these Articles or are inconsistent with these Articles and such Regulations (except where they are excluded, varied or inconsistent) and these Articles shall be the regulations of the Company

1.3 Regulations 54, 64-69 (inclusive), 76(b), 77, 94-98 (inclusive) and 118 of Table A shall not apply to the Company

2. DEFINITIONS AND INTERPRETATION

2.1 In these Articles unless the context otherwise requires, the following expressions shall have the following meanings

A Ordinary Shares: the A Ordinary Shares of 10p each in the capital of the Company,

Acquisition Price. either

- (a) where the Share has been acquired by allotment to the relevant Member or Original Member (as applicable), the aggregate amount paid up or credited as paid up together with any premium paid on subscription of the Share, such sum having been received by the Company, or
- (b) where the Share has been acquired by transfer to the relevant Member or Original Member (as applicable), the purchase price paid on such transfer,

Act: the Companies Act 2006 as amended and in force from time to time,

Adoption Date: the date of adoption of these Articles,

Allocated C Ordinary Share: has the meaning given to it in Article 4 1,

Applicants: persons to whom a Notice (as defined in Article 10 12) may be sent, who may be Employee Members, Eligible Employees, the Company and/or the trustees of the EBT,

Bad Leaver: an Employee who becomes a Leaver due to reasons of

- (a) such gross misconduct as, in the reasonable opinion of the Company, causes there to be a summary termination without notice, or
- (b) fraud, or
- (c) some act or omission of an Employee which would or might cause him or any member of the Group to be in breach of any law or regulation or some order of the Financial Services Authority as causes there to be summary termination without notice and/or loss of the Employee's FSA Approved Person Status, or
- (d) termination by notice or otherwise by the Company or the Employee where, in the judgement of the Board, the Employee has solicited clients or other Employees in breach of his restrictive covenants,

and in any such case in (a), (b), (c) or (d) whether (i) under his contract of employment with the applicable Group Company, or (ii) under his agreement to serve as a Director, or (iii) under any contract under which such Employee provides or has his services provided to the applicable Group Company, or

- (e) circumstances arising which, in the judgement of the Board, inflict or may inflict material damage to the reputation and value of the Company,

and any Leaver who is deemed to be a Bad Leaver in the period of 12 months from his Cessation Date pursuant to Article 9 5,

Board: the board of Directors of the Company from time to time,

B Ordinary Shares: the B Ordinary Shares of 10p each in the capital of the Company,

B1 Ordinary Shares. the B1 Ordinary Shares of 10p each in the capital of the Company,

B1 Leaver: an employee who becomes a Leaver due to reasons of (a) such gross misconduct as causes there to be a summary termination without notice, or (b) fraud, or (c) some act or omission of an Employee which would or might cause him or any member of the Group to be in breach of any law or regulation or some order of the Financial Services Authority as causes there to be summary termination without notice and/or loss of the Employee's FSA Approved Person Status, and in any such case in (a), (b) or (c) whether (i) under his contract of employment with the applicable Group Company, or (ii) under his agreement to serve as a Director, or (ii) under any contract under which such Employee provides or has his services provided to the Company, or (d) circumstances arising which, in the judgment of the Board, inflict or may inflict material damage to the reputation and value of the Company,

Cessation Date: the date on which an Employee becomes a Leaver, being the earlier of (i) the date his employment contract with the applicable Group Company is terminated or the date his contract for services as a Director is terminated, or (ii) the date he ceases to provide or have his services provided to a Group Company,

C Ordinary Shares: the C Ordinary Shares of 10p each in the capital of the Company,

CPA a competent independent professional adviser identified by the Board and instructed by the Company to advise the Company from time to time for the purposes of these Articles,

CPA Price: in respect of each class of Shares, the price per Share determined by the CPA in accordance with Article 10 5,

Completion: completion of the sale of Transfer Shares in accordance with the provisions of Article 10,

Dealing Facility: has the meaning given to it in Article 10 6 1,

Deemed Transfer Notice: a Transfer Notice that is deemed to have been served pursuant to Article 9,

Director: a director of the Company from time to time,

EBT: the Heartwood Wealth Group Employee Benefit Trust as established by the Company by resolution of the Board on 7 December 2005 and/or any other employee benefit trust which in relation to the Company is an employees' share

scheme (as defined in Section 1166 of the Act) (other than the HSIP) and which the Directors resolve should fall within this definition,

Eligible Employee in relation to participation in any particular matter, act or event an Employee selected in the absolute discretion of the Board, for the purposes of that particular matter, act or event and the Board may specify that certain categories of Employee are to be regarded as always selected or not selected for particular matters, acts or events,

Employee: a person who is or has been a Director and/or an employee of the Group or a consultant who is or has provided services to any Group Company while such entity was a Group Company,

Employee Member: an Employee who is a Member and who is not a Leaver,

Escrow Account: has the meaning given in Article 4 9,

Family Member: the spouse or widow or widower of an Original Member (which for this purpose shall include that Original Member's civil partner registered under the Civil Partnership Act 2004, or the partner of that Original Member legally recognised as such by an equivalent or analogous legal process in any jurisdiction) and an Original Member's children and grandchildren (including adopted children and stepchildren) and remoter issue,

Family Trust: a trust which permits the settled property or the income therefrom to be applied only for the benefit of the settlor and/or a Family Member of that settlor or any charity or charities where such charity or charities have no immediate beneficial interest in any of the settled property when the trust was created but may become so interested if there are no other beneficiaries from time to time except another charity or charities, and under which no power of control is capable of being exercised over the votes of any Shares which are the subject of the trust by any person other than the trustees or the settlor,

Good Leaver: an Employee who

- (a) is not a Bad Leaver and who becomes a Leaver on his or her death or illness which, in the judgement of the Board (in its absolute discretion), would prevent him from providing similar services to a third party, or
- (b) would otherwise be deemed to be an Ordinary Leaver or a Bad Leaver and the Board (at any time and in its absolute discretion) considers it would be unfair to regard the Employee as an Ordinary Leaver or a Bad Leaver (as the case may be),

Group the Company and its group undertakings from time to time and **Group Company** shall be construed accordingly,

HSIP: the Heartwood Share Incentive Plan and/or any other share incentive plan approved by HM Revenue & Customs under Schedule 2 to the Income Tax (Earnings and Pensions) Act 2003 which the Directors resolve should fall within this definition,

Jersey SPV: Heartwood SPV Limited, a company registered in Jersey, with number 91768, whose registered office address is at Templar House, Don Road, St Helier, Jersey JE4 8WH, British Channel Islands,

Leaver: an Employee who becomes a person who is neither a Director nor an employee of any Group Company and who does not provide or have his services provided to any Group Company,

Leaver B Shares: any B Ordinary Shares held by a Leaver (and whether acquired by allotment or transfer or otherwise) or by or on behalf of any of his Family Members or Family Trusts or his Member's SIPP or the Jersey SPV including any B Ordinary Shares acquired by the Leaver or his Family Members or Family Trusts after the Cessation Date, except that the Board may in writing in its discretion exclude from the scope of this definition any B Ordinary Shares acquired by his Family Members or Family Trusts which are obtained by such persons independently of the Leaver,

Leaver B1 Shares: any B1 Ordinary Shares held by a B1 Leaver (and whether acquired by allotment or transfer or otherwise) or by or on behalf of any of his Family Members or Family Trusts or his Member's SIPP or the Jersey SPV acquired by a Member after 7 December 2005 including any B1 Ordinary Shares acquired by the B1 Leaver or his Family Members or Family Trusts after the Cessation Date, except that the Board may in writing in its discretion exclude from the scope of this definition any B1 Ordinary Shares acquired by his Family Members or Family Trusts which are obtained by such persons independently of the Leaver,

Leaver C Shares any Allocated C Ordinary Shares which have reached the relevant Maturity Date and are held by a Leaver (and whether acquired by allotment or transfer or otherwise) or by or on behalf of any of his Family Members or Family Trusts or his Member's SIPP or the Jersey SPV including any such Allocated C Ordinary Shares acquired by the Leaver or his Family Members or Family Trusts after the Cessation Date, except that the Board may in writing in its discretion exclude from the scope of this definition any Allocated C Ordinary Shares acquired by his Family Members or Family Trusts which are obtained by such persons independently of the Leaver,

Maturity Date: has the meaning given to it in Article 4 1,

Member: a holder of any Shares from time to time, including a Family Member acquiring Shares pursuant to Article 8 3,

Member's SIPP. a Self Invested Personal Pension Plan of an Employee,

Non-Participating Shares: has the meaning given to it in Article 9 3,

Option Scheme: the Heartwood Wealth Group Employee Share Incentive Scheme and/or such other employees' share schemes as the Board may approve,

Ordinary Leaver: an Employee who becomes a Leaver in circumstances other than those referred to in the definition of a Bad Leaver or a Good Leaver,

Ordinary Shares: the A Ordinary Shares, the B Ordinary Shares, the B1 Ordinary Shares and the C Ordinary Shares in issue from time to time,

Original Member:

- (i) a Member who is an Employee (but not for the avoidance of doubt a Member where the Employee holds shares in his capacity as a trustee of the EBT or of the HSIP) and who transfers any Shares (or a beneficial interest in Shares) pursuant to Article 8 1, and
- (ii) an Employee whose Family Trust, or Member's SIPP or one of whose Family Members became a Member otherwise than by virtue of a transfer under Article 8 1, unless the Board determines that such Employee is not to fall within this paragraph (ii),

Permitted Beneficiary: any person to whom a beneficial interest in Shares has been or may be transferred pursuant to Article 8,

Permitted Transferee: any person to whom any Shares have been or may be transferred pursuant to Article 8,

Regulations: the regulations in Table A and **Regulation** shall mean a regulation in Table A,

Relevant Proportion has the meaning given to it in Article 4 1,

Seller: a Member giving a Transfer Notice or one whose holding of Shares is subject to a Deemed Transfer Notice (as the context so requires),

Series has the meaning given to it in Article 6 8,

Shares all the shares in the capital of the Company each having the rights and being subject to the restrictions contained in these Articles,

Significant Shareholder Director has the meaning given to it in Article 15 10,

Table A: Table A in the Companies (Tables A – F) Regulations 1985 as amended prior to the adoption of these Articles as they relate to a private company limited by shares,

Transfer Notice a notice given by a Member where a Member wishes, or is required by these Articles, to transfer any Shares,

Transfer Period: has the meaning given in Article 10 8,

Transfer Price: the price per Share at which each Transfer Share is to be sold, as determined or agreed in accordance with Article 10, and

Transfer Shares: Shares specified in a Transfer Notice

2 2 Unless the context otherwise requires

2 2 1 References to the singular include the plural and vice versa,

2 2 2 References to any gender include each other gender,

2 2 3 **Connected** has the meaning in section 993 Income Tax Act 2007 and **control** has the meaning in section 995 Income Tax Act 2007,

2 2 4 Where in these Articles any matter is required to be done with the authority of an Ordinary Resolution, it shall be treated as having been validly authorised if sanctioned by a Special Resolution, and

2 2 5 Subject as aforesaid any words and expressions defined in the Act shall bear the same meanings in these Articles

2 3 A reference in these Articles to the **transfer** of any Share shall be deemed to mean the transfer, sale, or other disposal of or grant of a mortgage, charge or option over the entire or any part of the legal and/or beneficial ownership in such Share

2 4 References in these Articles to **writing** and to any form of **written** communication include, subject to any terms and conditions decided on by the Directors, references to any method of representing or reproducing words in a legible and non-transitory form, whether sent or supplied in electronic form or otherwise

3. **SHARES AND LIABILITY OF MEMBERS**

3 1 The share capital of the Company is divided into (i) at the Adoption Date, A Ordinary Shares of 10p each, B Ordinary Shares of 10p each and B1 Ordinary Shares of 10p each, and (ii) following issue of the same in accordance with Article 6, C Ordinary Shares of 10p each and/or any other class of Shares issued from time to time

3 2 The A Ordinary Shares, the B Ordinary Shares, the B1 Ordinary Shares and the C Ordinary Shares shall be separate classes of Shares for the purposes of these Articles and the Act having the rights and restrictions set out in these Articles

3 3 The trustees of an EBT may from time to time request the Board to redesignate any or all of the Shares held by them to Shares of a different class as agreed between

the trustees and the Board. If the Board, in its absolute discretion, agrees to such a request, such redesignation shall take effect automatically on the date and time agreed between the trustees and the Board for that purpose.

3.4 If no Shares of a class remain in issue following a redesignation in accordance with Article 3.3, these Articles shall be read as if they do not include reference to that class or to any consents from, or attendance at any meeting or votes cast by, members of that class.

3.5 The liability of the Members is limited to the amount, if any, owed to the Company for the Shares held by them.

4 INCOME AND CAPITAL

Interpretation

4.1 In this Article 4 the following expressions shall have the following meanings:

Allocated C Ordinary Share any C Ordinary Share which is not an Unallocated C Ordinary Share,

Disposal: a disposal by the Company of the whole or substantially the whole of its undertaking or a disposal by the Group of the whole or substantially the whole of the undertaking carried on by the Group (taken together), including (without limitation) by way of a Listing of any part of the equity share capital of any Group Company (other than the Company) which itself or together with its subsidiary undertakings carries on the whole or substantially the whole of the undertaking carried on by the Group (taken together), in each case whether in a single transaction or a series of connected transactions,

Final Target Date the last in time of the Target Dates,

Liquidity Event. the first in time to happen of a Sale, a Listing or a Disposal,

Listing: either

- (a) the admission to the UK Listing Authority's Official List of any shares and admission to trading by London Stock Exchange plc, or
- (b) permission for the dealing in any shares on any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000) or on the AIM market of London Stock Exchange plc,

whether effected by way of an offer for sale, a new issue of shares, an introduction, a placing or otherwise, but for the avoidance of doubt excluding the trading of Shares on a Dealing Facility pursuant to Article 10.6,

Maturity Date the date determined by the Board to be the Maturity Date for the purposes of these Articles in respect of each Series of C Ordinary Shares (being no earlier than the Target Date in respect of such Series), on or immediately prior to the date on which the C Ordinary Shares in such Series are issued,

Participation Percentage in respect of each Series of C Ordinary Shares, the percentage figure determined by the Board on or immediately prior to the date on which the C Ordinary Shares in each such Series are issued,

Relevant Proportion in respect of each Series of C Ordinary Shares shall be the figure (expressed as a percentage) determined on the Target Date for that Series as follows

C/B

where

C is the amount that would be payable in respect of a C Ordinary Share of the relevant Series under the formula set out in Article 4.8.1 if there was a Return of Capital immediately prior to the Target Date, and the amount of the Surplus on the date of that notional Return of Capital was equal to the Target Date Valuation on that date, and

B is the amount that would payable in respect of a B Ordinary Share if, in the scenario above, the only Shares then in issue were the fully diluted number of A Ordinary Shares, the fully diluted number of B Ordinary Shares and the fully diluted number of B1 Ordinary Shares together with a notional number of each earlier Series of C Ordinary Shares which at that date has acquired an entitlement to participate in capital, income or voting rights under the provisions of Article 5, such notional number to be determined by applying the Relevant Proportion for each such Series to the number of Allocated C Ordinary Shares of each such Series in issue on that date,

Return of Capital: a return of capital on liquidation or otherwise (except on a redemption or purchase by the Company of any Shares),

Sale: any sale (whether by one transaction or a series of related transactions) of a holding or holdings of Shares which together entitle the holder(s) to exercise 50.1% or more of the voting rights attaching to the Ordinary Shares,

Sale Proceeds Sale Proceeds shall be determined as follows

(a) where the Liquidity Event is a Sale:

(i) Sale Proceeds shall comprise the consideration which the purchaser will directly or indirectly (or, in the case of partial acquisition, would on a scaled up basis) pay or provide to acquire all the issued and allotted Shares,

- (ii) such consideration shall be taken to include the amount or value of any benefits to be provided to the holders of any Shares by the purchaser (or any persons acting in concert with him) which, in the opinion of the Board in its absolute discretion, should reasonably be treated as part of the consideration to be so paid or provided,
 - (iii) where such consideration includes contingent consideration, such contingent consideration shall only be accounted for when it ceases to be contingent, which for the avoidance of doubt shall include any Sale Proceeds held in a retention escrow arrangement to satisfy warranty, indemnity or other claims under the relevant sale and purchase agreement, which shall be treated as contingent until such sums are unconditionally released into the Escrow Account,
 - (iv) where such consideration includes deferred consideration which is not contingent, Sale Proceeds shall be calculated on the basis that all such deferred consideration was received on the date of the Sale, and
 - (v) where the purchaser provides any non cash consideration, such consideration shall be taken to include the cash equivalent value of any such non cash consideration, as calculated by the Company's auditors acting as experts or, if the Company's auditors are unable to act, such other independent expert appointed by the Board for that purpose.
- (b) where the Liquidity Event is a Disposal, Sale Proceeds shall
- (i) where there is a sale, be the amount of the consideration payable for the undertaking sold determined on a basis consistent with sub paragraph (a) above, or
 - (ii) where there is a Listing, be determined on a basis consistent with sub paragraph (c) below,
- but, in each case, in calculating Sale Proceeds, provision shall be made for the costs and expenses of the Disposal incurred by the Group and any taxation payable by any Group Company on the proceeds of the Disposal,
- (c) where the Liquidity Event is a Listing, Sale Proceeds shall be equal to the value of the Company on the date of the Listing
- (i) calculated by reference to the price at which any part of the equity share capital of the Company is issued or placed pursuant to the Listing without taking account of any new moneys raised by such Listing, or

- (ii) where the Listing is by way of an introduction, as determined by the reasonable opinion (acting in good faith) of the investment bank or other financial adviser acting on behalf of the Company in relation to the Listing,

Surplus the surplus assets of the Company remaining after the payment of its liabilities,

Target Date the date determined by the Board, for the purposes of these Articles in respect of each Series of C Ordinary Shares, on or immediately prior to the date on which the shares in such Series are issued,

Target Date Valuation the market value of the Company as at the Target Date, as determined by the CPA in accordance with Article 10 5,

Threshold Amount in respect of any Series of C Ordinary Shares, the amount determined by the Board as being the Threshold Amount for the purposes of these Articles on or immediately prior to the date on which the shares in such Series are issued. The Threshold Amount shall be the most recently available market valuation for the Company, increased by such additional amount or percentage as the Board deems to be appropriate, and

Unallocated C Ordinary Share any C Ordinary Share of any Series which is registered from time to time in the name of the trustees of the EBT on their behalf and not on behalf of a specified beneficiary of the EBT, or is otherwise held for the benefit of the EBT (including, for these purposes, any C Ordinary Shares in respect of which the trustees of the EBT have an exercisable right to call for the transfer of such Shares but have not completed the acquisition of such Shares)

Income

- 4 2 Subject to Article 4 3, the profits of the Company available for distribution shall be distributed to the holders of the Ordinary Shares (other than the C Ordinary Shares) as if they constituted one class of Shares, in such amount as the Board may determine from time to time

- 4 3 In respect of the C Ordinary Shares

- 4 3 1 no dividends will be payable on the C Ordinary Shares in any Series prior to the Maturity Date applicable to such Series,

- 4 3 2 on or after the relevant Maturity Date, at the same time as a dividend is paid on a B Ordinary Share, a dividend will be paid on each Allocated C Ordinary Share in the relevant Series equal to

$$X \times Y$$

where

X is the Relevant Proportion for the relevant Series, and

Y is the amount of the dividend paid on a B Ordinary Share under Article 4 2

4 4 Every dividend shall be paid in cash net of tax and shall be distributed to the Members (as relevant)

4 4 1 in respect of the A Ordinary Shares, the B Ordinary Shares and the B1 Ordinary Shares, pro rata to the numbers of such Shares held by them, and

4 4 2 in respect of the C Ordinary Shares, in accordance with Article 4 3

Regulation 104 shall be construed accordingly

4 5 Where a dividend or other sum which is a distribution is payable in respect of a Share, it shall be paid or settled by one or more of the following means

4 5 1 transfer to a bank or building society account specified by the person entitled either in writing or as the Directors may otherwise decide,

4 5 2 sending a cheque made payable to the person entitled by post to the registered address of the person entitled (if the person entitled is a holder of the Share), or (in any other case) to an address specified by the person entitled either in writing or as the Directors may otherwise decide,

4 5 3 sending a cheque made payable to such person by post to such person at such address as the person entitled has specified either in writing or as the Directors may otherwise decide, or

4 5 4 any other means of payment or settlement as the Directors agree with the person entitled either in writing or by such other means as the Directors decide

Regulation 106 shall be construed accordingly

4 6 The Company or the Directors may by resolution specify any date (**Record Date**) as the date at the close of business (or such other time as the Directors may determine) on which persons registered as the holders of Shares on the register of members shall be entitled to receive any dividend, distribution, allotment or issue and such dividend, distribution, allotment or issue shall be paid or made in accordance with their respective holdings as so registered The Record Date can be on, or at any time before or after, any date on which the dividend, distribution, allotment or issue is declared, paid or made

Capital

- 4 7 The provisions of this Article 4 7 shall apply to a Return of Capital where the date of the Return of Capital occurs on or after the Final Target Date Where this Article 4 7 applies, the Surplus will be distributed amongst the Ordinary Shares as follows

- 4 7 1 the holder of each A Ordinary Share, the holder of each B Ordinary Share and the holder of each B1 Ordinary Share shall be entitled to receive an amount per A Ordinary Share, B Ordinary Share or B1 Ordinary Share (as the case may be) (the **A/B Ordinary Share Entitlement**) which results from applying the formula

$$\text{Surplus} \div X$$

where X shall be the aggregate of

- (a) the fully diluted number of A Ordinary Shares on the date of the Return of Capital,
 - (b) the fully diluted number of B Ordinary Shares on that date,
 - (c) the fully diluted number of B1 Ordinary Shares on that date, and
 - (d) in the case of each Series of C Ordinary Shares, the number determined by applying that Series's Relevant Proportion to the number of Allocated C Ordinary Shares of that Series,
- 4 7 2 the holder of each Unallocated C Ordinary Share will be entitled to 0 0001p per Unallocated C Ordinary Share, and
- 4 7 3 in respect of each Series of C Ordinary Shares, the holder of each Allocated C Ordinary Share of that Series shall be entitled to that Series's Relevant Proportion of the A/B Ordinary Share Entitlement

- 4 8 The provisions of this Article 4 8 shall apply to a Return of Capital where the date of the Return of Capital occurs before the Final Target Date Where this Article 4 8 applies, the Surplus will be distributed amongst the Ordinary Shares as follows

- 4 8 1 the amount (which shall in no case be less than zero) which shall be distributed amongst the holders of any Allocated C Ordinary Shares of a Series where the date of the Return of Capital occurs before the Target Date for that Series shall be determined by applying the following formula

$$(A - B) \times (PP \times C/D)$$

where

A is the amount of the Surplus,

B is the Threshold Amount applicable to the relevant Series of C Ordinary Shares,

C is the number of Allocated C Ordinary Shares of the relevant Series,

D is the total number of C Ordinary Shares of the relevant Series issued from time to time (including any Unallocated C Ordinary Shares in that Series), and

PP is the Participation Percentage applicable to the Series of C Ordinary Shares, and

4 8 2 the balance remaining after the application of Article 4 8 1 (the **Adjusted Surplus**) shall then be allocated amongst the holders of the A Ordinary Shares, the B Ordinary Shares, the B1 Ordinary Shares and the remaining C Ordinary Shares (the **Remaining C Ordinary Shares**) as follows

- (a) the holder of each A Ordinary Share, the holder of each B Ordinary Shares and the holder of each B1 Ordinary Share shall be entitled to receive an amount per A Ordinary Share, B Ordinary Share or B1 Ordinary Share (as the case may be) (the **Adjusted A/B Ordinary Share Entitlement**) which results from applying the formula

Adjusted Surplus - Y

where Y is equal to the aggregate of

- (i) the fully diluted number of A Ordinary Shares on the date of the Return of Capital,
 - (ii) the fully diluted number of B Ordinary Shares on that date,
 - (iii) the fully diluted number of B1 Ordinary Shares on that date, and
 - (iv) in the case of each Series of Remaining C Ordinary Shares, the number determined by applying that Series's Relevant Proportion to the number of Allocated C Ordinary Shares of that Series,
- (b) the holder of each Unallocated Remaining C Ordinary Share will be entitled to 0 0001p per Unallocated Remaining C Ordinary Share, and

- .0
- (c) the holder of each of the Allocated Remaining C Ordinary Shares of each Series shall be entitled to that Series's Relevant Proportion of the Adjusted A/B Ordinary Share Entitlement

4 9 On a Sale, the Sale Proceeds (whenever received and in whatever form) will be paid into an escrow account or similar security arrangement (**Escrow Account**), in respect of which the Board may authorise some person (who is, as security for the performance of each Member's obligations, hereby irrevocably and unconditionally appointed as the agent of the Members for this purpose) to establish and place the Sale Proceeds into the Escrow Account and to manage the Escrow Account in accordance with this Article 4 9 The Sale Proceeds held in the Escrow Account will be divided up amongst the holders of Ordinary Shares in accordance with the provisions of Article 4 7 or 4 8 (as appropriate)

4 9 1 if the Sale Proceeds include contingent consideration

- (a) first, in respect of that part of the Sale Proceeds which is not contingent, (**Actual Consideration**), as if there was a Return of Capital on the date of the Sale, and the Surplus was an amount equal to the Actual Consideration, and
- (b) second, in respect of that part of the Sale Proceeds which is contingent (**Contingent Consideration**), as if there was a Return of Capital on the date that such consideration is actually received, and the Surplus was the aggregate of the Actual Consideration and the Contingent Consideration, but each holder's entitlement shall be reduced by the amount already allocated to him under Article 4 9 1(a), and

4 9 2 otherwise, as if there was a Return of Capital on the date of the Sale, and the Surplus was an amount equal to the aggregate Sale Proceeds,

and any Sale Proceeds held from time to time in such Escrow Account shall be distributed to the holders of Ordinary Shares in accordance with their entitlements as calculated in accordance with Articles 4 7 to 4 9 Subject to Article 4 9 1, where such entitlements are calculated on the basis of Sale Proceeds not yet received, any distributions shall be made ratably in accordance with each holder's entitlement to the aggregate amount of the Sale Proceeds

4 10 On a Disposal, the Sale Proceeds shall be divided up amongst the holders of the Ordinary Shares in the same proportions as the provisions of Article 4 9 would provide on a Sale The entitlement of the Members may be satisfied by a return of capital on the winding up of the Company, a distribution or otherwise as the Board may decide (and when the Board resolves to make a distribution, the provisions of this Article 4 10 shall override the provisions of Article 4 3)

- 4 11 Immediately prior to and conditional upon a Listing of the Company, the Members shall enter into such reorganisation of the share capital of the Company as they may agree to ensure that the Sale Proceeds are re-allocated between the Members in the same proportions as the provisions of Article 4 9 would provide on a Sale

5. VOTING

- 5 1 Each holder of A Ordinary Shares, B Ordinary Shares or B1 Ordinary Shares shall be entitled to receive notice of, and to attend and vote at, general meetings of the Company and on a show of hands every holder of A Ordinary Shares, B Ordinary Shares or B1 Ordinary Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll every holder of A Ordinary Shares, B Ordinary Shares or B1 Ordinary Shares so present shall have one vote for each A Ordinary Share, B Ordinary Share or B1 Ordinary Share held by them
- 5 2 The Non-Participating Shares shall not entitle the holders to receive notice of or attend or vote at any general meeting of the Company
- 5 3 The C Ordinary Shares in any Series shall not entitle the holders to receive notice of, or to attend and vote at, any general meeting of the Company prior to the Maturity Date applicable to such Series. On or after the relevant Maturity Date, the holder of each Allocated C Ordinary Share of that Series shall be entitled to receive notice of, and to attend and vote at, any general meeting of the Company and at any such general meeting of the Company, on a show of hands every holder of an Allocated C Ordinary Share who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll the relevant Series of C Ordinary Shares (as a class) will be entitled to the following number of votes

$$P \times Q$$

where

P is the Relevant Proportion for the relevant Series, and

Q is the number of Allocated C Ordinary Shares in the relevant Series in issue on the date of the relevant resolution,

and the number of votes entitled to be cast by each Member in respect of his holding of Allocated C Ordinary Shares of the relevant Series shall be determined by dividing the total number of votes available to such Series of C Ordinary Shares amongst the holders of Allocated C Ordinary Shares in that Series rateably according to the number of Allocated C Ordinary Shares in that Series held by each Member (rounded down to the nearest whole number)

6. ISSUE OF SHARES

6 1 Without prejudice to any special rights previously conferred on the holders of any Shares or class of shares for the time being issued, any share in the Company may be issued with such preferred, deferred or other special rights, or subject to such restrictions, whether as regards dividend, return of capital, voting or otherwise, as the Company may from time to time by Ordinary Resolution determine (or, in the absence of any such determination, as the Directors may determine), and, subject to the provisions of the Act, the Company may issue any shares which are, or at the option of the Company or the holder are liable, to be redeemed and the Directors may determine the terms, conditions and manner of redemption of any redeemable shares which are so issued

6 2 Subject to the provisions of these Articles and of the Act relating to authority, pre-emption rights and otherwise, and of any resolution of the Company in General Meeting passed pursuant thereto, all shares shall be at the disposal of the Directors, who may allot (with or without conferring a right of renunciation), grant options or warrants over or otherwise dispose of them to such persons, at such times and on such terms as they think proper

6 3 In extension of the powers conferred upon them by Article 6 2, the Directors are generally authorised, pursuant to and in accordance with section 551 of the Act, to exercise for each Prescribed Period all the powers of the Company to allot Shares, or to grant rights to subscribe for or convert any security into Shares, up to an aggregate nominal amount equal to the Allotment Amount for such purposes as the Directors think fit

6 4 During each Prescribed Period, the Directors shall be empowered to allot equity securities wholly for cash, pursuant to and within the terms of the said authority

6 4 1 in connection with a Rights Issue, and

6 4 2 otherwise than in connection with a Rights Issue, up to an aggregate nominal amount equal to the Pre-emption Amount,

as if section 561 of the Act did not apply to any such allotment

6 5 By virtue of the authority and power contained in Articles 6 2 and 6 3 the Directors may make offers or agreements prior to the expiry of such authority which would or might require the making of allotments after the expiry thereof

6 6 For the purposes of this Article 6

Allotment Amount shall for the first Prescribed Period be that stated in the Ordinary Resolution passed at the general meeting at which these Articles were adopted and for any other Prescribed Period shall be stated in the relevant Ordinary Resolution renewing or extending the power conferred by Article 6 3 above, or any increased amount determined from time to time by Ordinary Resolution,

Pre-emption Amount shall for the first Prescribed Period be that stated in the Special Resolution passed at the general meeting at which these Articles were adopted and for any other Prescribed Period shall be stated in the Special Resolution renewing or extending the power conferred by Article 6 4,

Prescribed Period means the date one year after the Adoption Date and shall include any other period (not exceeding five years on any occasion) for which the authority conferred by Article 6 3 is renewed or extended by Ordinary Resolution stating the Allotment Amount for such period, and

Rights Issue means an offer of securities open for a period determined by the Directors to holders of Ordinary Shares on the register on a specified record date in proportion to their then holdings of such shares (but subject to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to fractional entitlements or legal or practical problems under the laws of, or the requirements of any regulatory body or stock exchange in, any territory)

6 7 The Directors may at any time after the allotment of any share but before any person has been entered in the register of members as the holder thereof recognise a renunciation thereof by the allottee in favour of some other person, who shall be a Permitted Transferee, 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 Directors may think fit to impose

6 8 The Board shall, subject to the provisions of the Act and these Articles, determine when C Ordinary Shares are to be issued and, if so, the total number of C Ordinary Shares to be allotted and issued, the proposed allottee(s), the number of C Ordinary Shares to be allocated to each allottee, the subscription price, and the Threshold Amount, Target Date, Maturity Date and Participation Percentage (each as defined in Article 4) applicable to each such allotment and issue of C Ordinary Shares. The allotment and issue of C Ordinary Shares shall

6 8 1 be in a separate series (each, a **Series**) in respect of each such allotment and issue, and

6 8 2 require authority by Ordinary Resolution for the allotment of the C Ordinary Shares comprised in each Series

7 LIEN

The Company shall have a first and paramount lien on every Share for all moneys (whether immediately payable or not) called or payable at a fixed time in respect of that Share, and the Company shall also have a first and paramount lien on all Shares standing registered in the name of any person, whether he is the sole registered holder thereof or one of two joint holders, for all moneys immediately payable by him or his estate to the Company, but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article 7

The Company's lien on a Share shall extend to all dividends payable thereon. In addition, the liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Regulation 18 in Table A of the words "*and all expenses that may have been incurred by the Company by reason of such non-payment*."

8. PERMITTED TRANSFERS

8 1 Notwithstanding anything to the contrary in these Articles but subject to compliance with the remainder of this Article 8 and Articles 9, 10, 11 and 12, any Member may, with the written consent of the Board, which may be given or withheld in its absolute discretion and with or without conditions

8 1 1 transfer all or part of his or its Ordinary Shares to any of the following persons

- (a) trustees to be held upon a Family Trust (and where Shares are held by trustees of a Family Trust, to any trustees of that Family Trust of which he is the settlor) or nominees to hold on their behalf, or
- (b) to the trustees or the provider of a Member's SIPP, to be held on trust under the terms of such Member's SIPP, subject to Article 8 6, or
- (c) where the Member is the Jersey SPV, to the members of the Jersey SPV by way of a distribution in specie on a winding up of the Jersey SPV, or

8 1 2 transfer the beneficial interest in all or part of his Ordinary Shares (but not the legal interest or voting rights) to any of the following persons

- (a) that Member's legal spouse, or
- (b) that Member's civil partner registered under the Civil Partnership Act 2004, or the partner of that Member legally recognised as such by an equivalent or analogous legal process in any other jurisdiction,

PROVIDED THAT any such transfer is effected by a declaration of trust in a form approved by the Board in its absolute discretion from time to time for that purpose

8 2 Notwithstanding anything to the contrary in these Articles, where

8 2 1 any Ordinary Shares are held by trustees pursuant to a Family Trust or to a Member's SIPP, such Shares may be transferred without restriction as to price or otherwise

- (a) at any time to the Original Member who is the settlor of the Family Trust or to another Family Trust of which the Original Member is the settlor,
- (b) on any change of trustees or the providers, to the new or remaining trustees or providers of that Family Trust or Member's SIPP (as the case may be) or to any nominee of such Family Trust or Member's SIPP, and
- (c) (with the written consent of the Board which may be given or withheld in its absolute discretion and with or without conditions) by the trustees of a Family Trust to any person (other than a charity) becoming entitled to the same under the terms of the Family Trust, and

8 2 2 a beneficial interest in any Ordinary Shares is held by a legal spouse or civil partner, such interest may be transferred without restriction as to price or otherwise at any time back to the relevant Original Member

8 3 Notwithstanding anything to the contrary in these Articles but subject to Article 8 7, Ordinary Shares may be transferred by transmission to a Family Member following the death of a Member

8 4 Notwithstanding anything to the contrary in these Articles, Ordinary Shares may be transferred to the trustees of an EBT, and where any Shares are held by the trustees of the EBT, those Shares may be transferred by any such trustees (without restriction as to price or otherwise and any such transfers shall be registered by the Board) on any change of trustees or nominees to the new or remaining trustees of that EBT or to a new nominee or to any beneficiary of the EBT

8 5 Notwithstanding anything to the contrary in these Articles, Ordinary Shares may be transferred to the trustees of the HSIP, and where any Shares are held by such trustees, those Shares may be transferred by any such trustees (without restriction as to price or otherwise and any such transfers shall be registered by the Board) on any change of trustees or nominees to the new or remaining trustees of the HSIP or to a new nominee or to any beneficiary of such trust

8 6 Ordinary Shares may only be transferred to a Member's SIPP

8 6 1 where the Board is satisfied (and has confirmed to the relevant Member in writing that this is the case) that the proposed transferee Member's SIPP is one which is on the Company's approved panel for SIPP trustees, as such panel is identified by the Board from time to time, and

8 6 2 where the Member or trustee of a Family Trust or of a Member's SIPP proposing to make such a transfer complies with any other requirements as may be stipulated in writing by the Board to such person

8 7 Notwithstanding the provisions of Articles 8 1, 8 2 and 8 3, neither C Ordinary Shares, nor any beneficial interest in C Ordinary Shares, may be transferred under such Articles prior to the Maturity Date applicable to the Series in which they are comprised

8 8 For the purpose of ensuring that a particular transfer of Shares is permitted under these Articles, the Board may require the transferor or the person named as the transferee in any stock transfer form lodged for registration with the Company, to furnish the Company with such information and evidence as the Board reasonably request to identify the transferee and if the information or evidence is not provided to the Board within 28 days after such request or, if it has been provided within this period but is not satisfactory to the Board, the Board shall be entitled to refuse to register the transfer

9. COMPULSORY TRANSFERS

Shares held by Permitted Transferees

9 1 If

- (a) any Member (or other person holding a beneficial interest in Shares) who (i) holds Shares (or a beneficial interest in Shares) transferred to that person under Article 8 1, 8 2 or 8 5 or (ii) who holds Shares in respect of which an Employee is an Original Member within paragraph (ii) of the definition of Original Member in Article 2 1, is not, or ceases to be within one of the categories in Article 8 1 above enabling the person to qualify as a Permitted Transferee or Permitted Beneficiary of the Original Member, or
- (b) in the case of Shares held by Trustees of a Family Trust there cease to be any beneficiaries of the Family Trust other than a charity or charities,

and, in each case, that person does not, prior to such event, transfer all such Shares registered in its name (or the beneficial interest to which he is entitled, as applicable) to the Original Member, or (other than in respect of a transfer of a beneficial interest only) to another person who is eligible to be the Permitted Transferee of the Original Member, that person shall without delay notify the Company that such event has occurred. If it comes to the notice of the Board that such circumstances apply, the Board may serve a notice on that person, requiring that person

9 1 1 if that person is holding the beneficial interest only in such Shares pursuant to a transfer in accordance with Article 8 1 2

- (a) to transfer the beneficial interest in such Shares to the Original Member at the CPA Price as such CPA Price stands determined at the relevant date, and

- (b) to execute and deliver a declaration of trust accordingly to the Company in a form satisfactory to the Directors to effect such transfer, or

9 1 2 if Article 9 1 1 does not apply

- (a) to transfer such Shares to the Original Member or, if the Board agrees, to any person to whom the Original Member could have transferred Shares pursuant to Article 8 1, and
- (b) to execute and deliver a share transfer form accordingly to the Company, accompanied by the relevant share certificate,

such declaration of trust or share transfer form and certificate to be delivered to the Company within 21 days or such longer period as the Board may specify (the **Transfer Back Period**) If at the end of the Transfer Back Period the Shares (or the beneficial interest in such Shares, as applicable) have not been transferred in accordance with this Article, then the Member (in the case of a beneficial interest in Shares, being the Original Member holding the legal title to such Shares) may at any time or times be given a written notice by the Company deeming that Member to have given a Transfer Notice in respect of all such Shares, or such lesser number of Shares as is specified in the Company's notice

B Ordinary Shares, B1 Ordinary Shares and C Ordinary Shares which become Leaver B Shares, Leaver B1 Shares or Leaver C Shares

9 2 A Transfer Notice shall be deemed to have been given in respect of a Leaver

9 2 1 over his entire holding of Leaver B Shares and Leaver C Shares

- (a) if he is a Good Leaver, on the date falling 5 years after the Cessation Date, or
- (b) if he is an Ordinary Leaver, on the date falling 12 months after the Cessation Date, or
- (c) if he is a Bad Leaver, on the Cessation Date, and/or

9 2 2 if he is a B1 Leaver, over his entire holding of Leaver B1 Shares on the Cessation Date

9 3 Any

9 3 1 Leaver B Shares or Leaver C Shares in respect of which the relevant Leaver is a Bad Leaver, or

9 3 2 Leaver B1 Shares,

which have not been transferred in accordance with the provisions of these Articles shall, on the Cessation Date or, if after, on acquisition, automatically convert into Non-Participating Shares, and be subject to Article 5 2

- 9 4 A Member holding Leaver B Shares or Leaver C Shares in respect of which the Leaver is a Good Leaver or an Ordinary Leaver may transfer his Leaver B Shares and/or Leaver C Shares by serving a Transfer Notice in accordance with Article 10 19 as follows

9 4 1 if the Leaver is a Good Leaver, any such Transfer Notice may be served at any time, or

9 4 2 if the Leaver is an Ordinary Leaver, any such Transfer Notice may be served at any time after the period of 12 months beginning with the Cessation Date,

but may not otherwise transfer such shares under Article 10 except pursuant to Article 9 2 1

Reclassification of Leavers to Bad Leavers

- 9 5 If a Leaver has been deemed to be a Good Leaver or an Ordinary Leaver and it comes to the notice of the Board within the period of 12 months from the Cessation Date that circumstances exist or existed which, in the judgement of the Board, would have resulted in such Leaver being deemed to be a Bad Leaver pursuant to paragraph (d) or (e) of the definition of Bad Leaver had they existed and been known to the Board at the Cessation Date (notwithstanding whether the relevant act(s) occurred before, on or after the Cessation Date), such Leaver shall be deemed to be a Bad Leaver and the provisions of these Articles shall apply accordingly

Continuing effect of Deemed Transfer Notice

- 9 6 If any Shares which are subject to a Deemed Transfer Notice pursuant to Article 9 1 or 9 2 have not been acquired pursuant to the transfer provisions in Article 10, they shall be regarded as still being subject to a Deemed Transfer Notice and shall automatically continue to be subject to transfer in accordance with Article 10 until they have been acquired

10 TRANSFER PROCEDURE

General

- 10 1 The Board shall refuse to register a transfer of any Share unless such transfer is permitted by or is made pursuant to Articles 8, 9, 11 or 12 or in accordance with the remaining provisions of this Article 10

- 10 2 If a Member at any time attempts to transfer any Ordinary Shares or any interest therein otherwise than in accordance with the provisions of these Articles, he shall be deemed immediately prior to such attempt to have served the Company with a Transfer Notice in respect of such Shares
- 10 3 Where a Transfer Notice in respect of any Share is deemed to have been served on the Company and the circumstances are such that the Board is unaware of the facts giving rise to the same, such Transfer Notice shall be deemed to have been received by the Board on the date on which the Board confirms in writing that it has received actual notice of such facts

Valuation

- 10 4 The Board shall procure that the CPA Price shall be determined for each class of Shares by the CPA at approximately three-monthly intervals, except in circumstances where it determines in its absolute discretion that any such determination should be delayed or dispensed with in respect of any one or more classes of Shares
- 10 5 The CPA Price shall be determined by the CPA in accordance with the following principles
- 10 5 1 subject to the following, the CPA Price as so determined will be fixed until the next such determination is made from time to time, except in circumstances where the Board determines in its absolute discretion that the condition of the Company's business or the markets in which it operates have undergone such a change that the current CPA Price is no longer appropriate, in which circumstances the CPA Price shall be such other amount per Transfer Share as determined by the CPA in consultation with the Board until such time the CPA makes the next following determination in accordance with this Article 10 5,
- 10 5 2 the CPA shall pay due regard to the amount of the Company's funds under management and forecast net new business, turnover, profitability, capital expenditure, balance sheet structure and gearing, and current investment market conditions, in each case as such items are current at the date of the determination, and
- 10 5 3 the CPA shall determine the CPA Price without regard to the fact that the Transfer Shares are subject to the restrictions on transfer contained in these Articles and on the bases that
- (a) the Transfer Shares are to be sold by a willing seller to a willing buyer, and
- (b) no discount shall be applied by virtue of the fact that the Transfer Shares may represent a minority interest in the capital of the Company

Transfer of A Ordinary Shares - General

10 6 Except as otherwise provided in these Articles, every Member who wishes to transfer any interest in A Ordinary Shares must either

10 6 1 subject to Article 10 6 2, do so by trading such Shares on any dealing facility made available to the Members by the Board from time to time in its absolute discretion (**Dealing Facility**) in accordance with the rules and procedures applicable to the trading of Shares on such Dealing Facility at the relevant time, including (without limitation) any restrictions as to who may purchase such Shares, or

10 6 2 if

- (a) a Dealing Facility is not available, or
- (b) the Board determines, in its absolute discretion, that any particular Share(s) may not be transferred in accordance with Article 10 6 1,

serve a Transfer Notice (such Transfer Notice only to take effect at the commencement of the next following Transfer Period after the date of such Transfer Notice, if served outside a Transfer Period) on the Board,

and any Member who is required by these Articles to transfer any interest in A Ordinary Shares will be deemed to have served a Transfer Notice (such Transfer Notice only to take effect at the commencement of the next following Transfer Period after if it has been deemed to be served, if outside a Transfer Period)

Transfer of A Ordinary Shares - Transfer Notice

10 7 A Transfer Notice in respect of A Ordinary Shares shall specify (or be deemed to specify)

10 7 1 the number and class of Transfer Shares, and

10 7 2 whether or not the Seller wishes to impose a condition that unless all the Transfer Shares are sold pursuant to the following provisions of this Article 10 none shall be so sold (a **Total Transfer Condition**), but a Deemed Transfer Notice may not contain a Total Transfer Condition

Transfer of A Ordinary Shares – Transfer Periods

10 8 Subject to Article 10 9, in order to ascertain whether or not any Member wishes to transfer any A Ordinary Shares other than pursuant to Article 8 (Permitted Transfers) when a Dealing Facility is not available for any such Shares, the Board shall, at approximately three monthly intervals, give notice to

10 8 1 all holders of A Ordinary Shares of the opportunity to sell their A Ordinary Shares,

10 8 2 any person who is the subject of a Deemed Transfer Notice in respect of A Ordinary Shares of that fact, together with a copy of the Deemed Transfer Notice specifying the number and class of Transfer Shares, and

10 8 3 all Employee Members and Eligible Employees of the opportunity to purchase A Ordinary Shares,

together with details of the period in which any such purchases or sales may be made (**Transfer Period**) subject to and in accordance with the rules and procedures set out in these Articles

10 9 The Board may, in its absolute discretion, extend the intervals between Transfer Periods

Transfer of A Ordinary Shares – Deemed Transfer Notice

10 10 In the case of A Ordinary Shares subject to a Deemed Transfer Notice under Article 9 1, the Company may, in its absolute discretion, offer such Shares for sale as agent on behalf of the relevant Member, either

10 10 1 on a Dealing Facility in accordance with the rules and procedures applicable to such Dealing Facility at the relevant time, and accordingly

(a) the Transfer Price shall be the price at which such Shares are traded on the Dealing Facility, and

(b) Articles 10 11 to 10 18 (inclusive) shall not apply to the sale of such A Ordinary Shares, or

10 10 2 pursuant to Articles 10 11 to 10 18, and accordingly the Transfer Price shall be the Tender Transfer Price as determined pursuant to the provisions of Article 10 14

Transfer of A Ordinary Shares – Transfer Notice procedure for offers

10 11 Any Transfer Shares being sold by reason of Article 10 6 2 or 10 10 2 may at any time within a Transfer Period at the discretion of the Board be offered to the Employee Members (other than the Seller), to the Eligible Employees and to one or more of the Company and/or to the trustees of the EBT within 5 Business Days (the **Offer Period**) of the later of (i) the receipt of a Transfer Notice or (ii) in the case of any Deemed Transfer Notice when deemed to be given or (iii) upon the determination of the CPA Price by the CPA pursuant to Article 10 5 (the **Offer**), in accordance with Articles 10 12 to 10 18

10 12 The Offer shall be made by notice in writing to each such person (the **Notice**) The Notice shall contain details of the amount of Transfer Shares which are available for purchase in accordance with this Article 10, detail the CPA Price and state whether or not there is a Total Transfer Condition

10 13 The Notice shall invite each Applicant within 5 Business Days of the date of the Notice to state to what extent it would be prepared to purchase any amount of Transfer Shares at the CPA Price or at any other price per Transfer Share

10 14 Subject to Article 10 15, Transfer Shares offered pursuant to the Offer shall be offered for sale by the Company as agent of the Seller on terms that the Transfer Price shall be the highest price per Transfer Share at which all the available Transfer Shares would be sold pursuant to the Offer (the **Tender Transfer Price**) and, if there is competition between persons for the Transfer Shares pursuant to the Offer for an amount of Transfer Shares at the Tender Transfer Price or above in excess of the amount of Transfer Shares offered, the Transfer Shares offered shall be sold in the following order of priority

10 14 1 firstly, to the Company and/or to the trustees of the EBT to the extent that they have applied to purchase Transfer Shares at the Tender Transfer Price or above, and

10 14 2 secondly, to the extent that Transfer Shares have not been allocated pursuant to Article 10 14 1, to those other Applicants accepting the offer in accordance with the following formula

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

where

A is the number of Transfer Shares allocated to the relevant Applicant, rounded up or down to the next whole number at the discretion of the Board,

B is the number of Transfer Shares applied for by the relevant Applicant at the Tender Transfer Price or above,

C is the aggregate number of Transfer Shares applied for by all Applicants (other than the Company and/or the trustees of the EBT) at the Tender Transfer Price or above, and

D is the number of Transfer Shares available after any allocation pursuant to Article 10 14 1

10 15 If the Company and/or the Trustees of the EBT have applied to purchase Transfer Shares at less than the Tender Transfer Price, they shall be notified of the Tender Transfer Price and invited to state, within 3 Business Days, whether they are willing to increase the price at which they have offered to purchase such Transfer Shares prior to any Transfer Shares being allocated for sale pursuant to Article 10 14

10 16 Within 5 Business Days of the period in which the offer for the Transfer Shares had to be accepted pursuant to Article 10 13, the Company shall notify each person who

has accepted the offer (a **Confirmed Applicant**) of the number of Transfer Shares which have been allocated to each such **Confirmed Applicant** and shall, at the same time, notify the Seller of the number of Transfer Shares being allocated to each such **Confirmed Applicant** and the applicable price at which such Transfer Shares will be sold. In each case the Company shall notify to each of the **Confirmed Applicants** the place and the date on which Completion shall take place (which shall be no later than 10 Business Days following the date of such notification)

- 10 17 Where the Seller imposed a Total Transfer Condition, and not all his Transfer Shares offered have been accepted at the CPA Price or higher, the Seller must, within 3 Business Days of the date of the Company's notice pursuant to Article 10 16, elect (by notice in writing to the Company) either (i) to revoke the Transfer Notice and withdraw the offered Transfer Shares from sale, or (ii) to transfer at the Tender Transfer Price all of the Transfer Shares which were the subject of his Transfer Notice pursuant to Article 10 6. If no such election is made by the Seller within such period, the Transfer Notice shall be deemed to have been revoked and the offered Transfer Shares withdrawn from sale.
- 10 18 Where the Seller did not impose a Total Transfer Condition, and not all his Transfer Shares offered have been accepted at the CPA Price or higher, the Seller must (by notice in writing to the Company), within 3 Business Days of the date of the Company's notice pursuant to Article 10 16, elect either (i) to revoke the Transfer Notice and withdraw the offered Transfer Shares from sale, or (ii) specify a number of Transfer Shares to transfer at the Tender Transfer Price up to the total number of Transfer Shares which were the subject of his Transfer Notice pursuant to Article 10 6. If no such election is made by the Seller within such period, the Seller shall be deemed to have elected to sell all of the Transfer Shares which were the subject of his Transfer Notice pursuant to Article 10 6 at the Tender Transfer Price.

Transfer of B Ordinary Shares – General

- 10 19 Except as otherwise provided in these Articles, every Member who wishes to transfer any interest in B Ordinary Shares must serve a Transfer Notice on the Company, and any Member who is required under these Articles to transfer any interest in B Ordinary Shares will be deemed to have served a Transfer Notice.

Transfer of B Ordinary Shares – Transfer Notice

- 10 20 A Transfer Notice in respect of B Ordinary Shares shall specify (or be deemed to specify)
- 10 20 1 the number and class of the Transfer Shares, and
 - 10 20 2 unless it is a Deemed Transfer Notice
 - (a) the name and address of the proposed transferee (which, in these circumstances, may be an Employee Member, any Eligible

Employee, the trustees of the EBT or the Company, but no other person), and

- (b) the price or consideration at or for which the Transfer Shares are proposed to be transferred,

and requesting the consent of the Board to such proposals

Transfer of B Ordinary Shares – Transfer Notice procedure for offers

10 21 In the case of B Ordinary Shares which are not subject to a Deemed Transfer Notice

10 21 1 unless such Shares are Leaver B Shares, prior to serving a Transfer Notice on the Company in accordance with Article 10 19 the Seller shall agree the price or consideration at or for which he proposes to transfer the Transfer Shares with the proposed transferee. Such price or consideration shall be specified in the Transfer Notice, together with the details of the proposed transferee, in accordance with Article 10 20, and

10 21 2 within 20 Business Days of the Company being served with a Transfer Notice under Article 10 19, the Board shall notify the Seller whether or not it consents to the transfer of such Transfer Shares in accordance with the particulars stated in the Transfer Notice. If such consent is granted, the Seller may offer such Transfer Shares in accordance with such particulars, provided that if no such notification is given the consent of the Board shall be deemed to have been refused and the Transfer Notice shall lapse and cease to have effect

10 22 In the case of B Ordinary Shares which are subject to a Deemed Transfer Notice, the Board may, at any time and in its absolute discretion, offer such Transfer Shares to one or more of the Company and/or the trustees of the EBT and/or Employee Members and/or Eligible Employees at the relevant Transfer Price

10 23 Each person who accepts an offer pursuant to Articles 10 21 or 10 22 is a **Confirmed Applicant** for the purposes of the remaining provisions of this Article 10

Transfer of B Ordinary Shares – Transfer Price

10 24 In the case of B Ordinary Shares which are not Leaver B Shares and are not subject to a Deemed Transfer Notice, the Transfer Price shall be the price or consideration determined by private treaty between the Seller and the proposed transferee in accordance with Article 10 21, as specified in the relevant Transfer Notice

10 25 In the case of Leaver B Shares, the Transfer Price shall be the price agreed between the relevant Leaver and the Board (in its absolute discretion) or, in default of such agreement

10 25 1 if the relevant Leaver is a Good Leaver, the CPA Price as such CPA Price stands determined at the date of Completion, or

10 25 2 if the relevant Leaver is an Ordinary Leaver

(a) if Completion occurs within 12 months of the Cessation Date, the lower of

(i) the CPA Price as such CPA Price stands determined at the Cessation Date, and

(ii) the CPA Price as such CPA Price stands determined at the date of Completion, or

(b) if Completion occurs on or after the date falling 12 months after the Cessation Date, the CPA Price as such CPA Price stands determined at the date of Completion, or

10 25 3 if the relevant Leaver is a Bad Leaver, the lower of

(i) the CPA Price as such CPA Price stands determined at the Cessation Date,

(ii) the CPA Price as such CPA Price stands determined at the date of Completion, and

(iii) the Acquisition Price

Leaver B Shares may be transferred as provided for in Articles 9 2 and 9 4, but not otherwise pursuant to this Article 10

10 26 In the case of B Ordinary Shares which are subject to a Deemed Transfer Notice under Article 9 1, the Transfer Price shall be the CPA Price as such CPA Price stands determined at the date of the Deemed Transfer Notice

Transfer of B1 Ordinary Shares not subject to a Deemed Transfer Notice (other than Leaver B1 Shares)

10 27 In the case of B1 Ordinary Shares which are not subject to a Deemed Transfer Notice and are not Leaver B1 Shares, the Transfer Price shall be determined by private treaty made between the Seller and a buyer (which, in these circumstances, may be any Member or any Eligible Employee (or any Permitted Transferee of either), or the Company or the trustees of the EBT, but no other person) for the sale and purchase of such Transfer Shares, such private treaty party and the price per Share applicable to be subject to Board approval

Transfer of B1 Ordinary Shares subject to a Deemed Transfer Notice (other than Leaver B1 Shares)

- 10 28 In the case of B1 Ordinary Shares which are subject to a Deemed Transfer Notice and are not Leaver B1 Shares, the Transfer Price shall be the CPA Price as such CPA Price stands determined at the date of the Deemed Transfer Notice and the provisions of Article 10 22 shall apply with the necessary modifications

Transfer of Leaver B1 Shares

- 10 29 In the case of Leaver B1 Shares, the Transfer Price shall be the lower of
- 10 29 1 the amount per share determined by the CPA under Article 10 5 which is current at the Cessation Date, and
 - 10 29 2 the aggregate amount paid up or credited as paid up together with any premium paid on subscription of a Share (such sum having been received by the Company)

Leaver B1 Shares may be transferred pursuant to the provisions of Article 10 22, which shall apply with the necessary modifications, but not otherwise pursuant to this Article 10

Transfer of C Ordinary Shares – restriction prior to Maturity Date

- 10 30 C Ordinary Shares may not be transferred under or pursuant to this Article 10 prior to the Maturity Date applicable to the Series in which they are comprised

Transfer of C Ordinary Shares – Transfer Notice Procedure for offers

- 10 31 On or after the relevant Maturity Date, the holder of each Allocated C Ordinary Share of that Series shall be entitled to transfer such Allocated C Ordinary Shares in accordance with Article 10 19 and the provisions of Articles 10 19 to 10 26 (inclusive) shall apply with the necessary modifications
- 10 32 On or after the relevant Maturity Date, any Allocated C Ordinary Shares which are subject to a Deemed Transfer Notice may be offered by the Board, at any time and in its absolute discretion, in accordance with Article 10 22 and the provisions of Articles 10 19 to 10 26 (inclusive) shall apply with the necessary modifications

Completion formalities

- 10 33 A Transfer Notice (including a Deemed Transfer Notice) shall constitute the Company as agent of the Seller for the sale of the Transfer Shares at the Transfer Price and in accordance with these Articles Once a Transfer Notice has been given, it may be revoked only with the consent of the Board (at its absolute discretion) or otherwise in accordance with these Articles Deemed Transfer Notices may not be revoked

- 10 34 On Completion, the Seller shall become bound upon payment of the Transfer Price to transfer to each Confirmed Applicant those Transfer Shares accepted by such Confirmed Applicant
- 10 35 If any person having become bound to transfer any Shares defaults in transferring such Shares in accordance with these Articles
- 10 35 1 the Board may authorise some person (who is, as security for the performance of the Member or transferor's obligations, hereby irrevocably and unconditionally appointed as the agent of the Member or transferor for this purpose) to execute the necessary instrument of transfer of such Shares and may deliver it on his behalf, and
- 10 35 2 subject to such instrument being duly stamped, the Company shall cause the purchaser to be entered into the register of members of the Company as holder of such Transfer Shares and it shall be no impediment to registration of shares under this Article 10 35 that no share certificate has been produced by any such defaulting Member or transferor

11. TAG ALONG

- 11 1 Notwithstanding anything to the contrary in these Articles, in the event that Members holding 50 1% or more of the voting rights attached to the Ordinary Shares from time to time wish to sell their Shares (the Vendors) to a bona fide arms' length purchaser (the Third Party Purchaser), the Vendors shall give a notice of this fact to all other Members (the Tag Along Members), and to the Board and such notice shall contain details of the consideration offered by the Third Party Purchaser to the Vendors for the entire issued (and to be issued) share capital of the Company and the date on which the sale and purchase of the Shares by the Vendors to the Third Party Purchaser is proposed to be completed
- 11 2 On receipt of a notice from the Vendors pursuant to Article 11 1, the Tag Along Members shall, for a period of 30 days from the date of receipt of such notice, have the right (the Tag Along Right) exercisable by notice in writing (the Tag Along Notice) given to the Vendors by the Tag Along Members to require the Vendors to procure that the Third Party Purchaser shall make an offer to the Tag Along Members to acquire the entire holdings of Shares of the Tag Along Members on terms that the total consideration to be paid by the Third Party Purchaser shall be paid into an Escrow Account in accordance with Article 4 9, and that the date on which the sale and purchase of the Shares will be completed shall be the same date as the date on which the Vendors propose to sell their Shares to the Third Party Purchaser
- 11 3 A Tag Along Notice once given shall be irrevocable but shall lapse in the event that for any reason the Vendors do not transfer their Shares to the Third Party Purchaser

within 60 Business Days of the Tag Along Notice. The Tag Along Members shall be entitled to serve further Tag Along Notices following the lapse of a Tag Along Notice.

12. DRAG ALONG

12.1 Notwithstanding anything to the contrary in these Articles, in the event that Members holding 50.1% or more of the voting rights attached to the Ordinary Shares from time to time wish to sell their Shares (the **Vendors**) to a bona fide arms' length purchaser (the **Third Party Purchaser**), the following shall apply:

12.1.1 the Vendors shall have the right (the **Drag Along Right**) to require all other Members (the **Called Members**) to accept in full the offer made to them and sell their Shares to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with the provisions of this Article, and

12.1.2 the Drag Along Right may be exercised by the Vendors serving notice (the **Drag Along Notice**) on the Called Members and to the Board at any time which shall specify

(a) that the Called Members are required to transfer all of their Shares whether acquired before or after receipt of the Drag Along Notice (the **Called Shares**),

(b) the identity of the Third Party Purchaser and the identity of any person owning or controlling that third party to whom the Called Shares must be transferred,

(c) the total consideration to be paid by the Third Party Purchaser for the entire issued (and to be issued) share capital of the Company, and

(d) the date on which the sale and purchase of Shares will be completed (which shall be the same date as the date on which the Vendors propose to sell their Shares to the Third Party Purchaser)

12.2 A Drag Along Notice once given shall be irrevocable but shall lapse in the event that for any reason the Vendors do not transfer their Shares to the Third Party Purchaser within 60 days of the Drag Along Notice. The Vendors shall be entitled to serve further Drag Along Notices following the lapse of a Drag Along Notice.

12.3 Each of the Called Members shall be bound to transfer his Shares which are subject to the Drag Along Notice. If any Called Member fails to complete the sale of any of his Called Shares or otherwise fails to take any action required of him or her under the terms of the offer, then the defaulting Called Member shall be deemed to have irrevocably appointed any Director to be his agent and attorney to execute all necessary transfer(s) on his behalf against receipt by the Company (on trust for such holder) of the purchase monies or any other consideration payable for the

Called Shares, deliver such transfer(s) to the Third Party Purchaser (or as they may direct) and the Directors shall register the Third Party Purchaser (or as they may direct) as the holder thereof. It shall be no impediment to registration of shares under this Article 12.3 that no share certificate has been produced by any such defaulting Called Member.

- 12.4 If, after any service of a Drag Along Notice, any person becomes a new Member (which shall also include any person who acquires Ordinary Shares which are issued on exercise of options granted under the Option Scheme (or otherwise) where such exercise is made in contemplation of the offer or completion of the offer by the Third Party Purchaser) (a **New Member**), there shall be deemed to be served on such New Member a Drag Along Notice on the same terms as any previous Drag Along Notice. The New Member shall be bound to transfer all such Shares held by it to the Third Party Purchaser (or as directed by it) and the provisions of this Article 12 shall apply to the New Member except that completion of the sale of the New Member's Shares to the Third Party Purchaser shall be on the later of (a) the date the Drag Along Notice is deemed served on it or (b) the completion of the sale of the Vendors' Shares to the Third Party Purchaser.

13. GENERAL MEETINGS

- 13.1 The Company shall, in each period of 9 months beginning with the day following its accounting reference date, hold a general meeting as its annual general meeting in addition to any other meetings in that period, and shall specify the meeting as such in the notice convening the meeting. The annual general meeting shall be held at such time and place as the directors shall appoint.
- 13.2 At least 14 days notice shall be given in the case of an annual general meeting, unless shorter notice is agreed by the Members in accordance with the Act.
- 13.3 The accidental omission to give notice of a general meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that general meeting.
- 13.4 A Member who attends any general meeting either in person or by proxy or by duly authorised representative is considered to have received notice of the meeting and, if required, of the purpose for which it was called.

14. PROCEEDINGS AT GENERAL MEETINGS

- 14.1 The quorum for meetings of the Members shall be two persons entitled to vote upon the business to be transacted each being a Member or a proxy for a Member or a duly authorised representative of a corporation shall be a quorum.
- 14.2 A poll may be demanded at any general meeting by any Member present in person or by proxy and entitled to vote. Regulation 46 shall be modified accordingly.

14.3 In Regulation 62 of Table A (time for deposit of proxy) the words "*not less than 48 hours*" and "*not less than 24 hours*" shall be deemed to be deleted

14.4 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have

15. APPOINTMENT, RETIREMENT AND ALTERNATES OF DIRECTORS

15.1 The number of the Directors shall not be less than three, but there shall be no maximum number

15.2 The Board shall have the right to appoint a person who is willing to act as a Director as an additional Director. The last sentence of Regulation 84 shall not apply to the Company

15.3 At every annual general meeting, Directors who were in office at the time of the two previous annual general meetings and who have not been elected or re-elected in that period, and who have not otherwise ceased to be a Director and been re-elected by general meeting of the Company, must retire by rotation

15.4 No person other than a Director retiring by rotation shall be appointed or reappointed a Director at any general meeting of the Company unless he is recommended by the Directors

15.5 The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with these Articles as the maximum number of Directors. A Director so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the Directors who are to retire by rotation at the meeting. If not reappointed at such annual general meeting, he shall vacate office at the conclusion thereof

15.6 Any Director may appoint any other Director or, upon giving the Company notice and subject to the approval of the majority of the Board, any other person to act as an alternate Director, and such alternate Director shall be entitled to receive notice of any meetings of the Board, vote and exercise all such rights and powers as any other Director. An alternate Director may be appointed on behalf of more than one Director and in which case he shall be counted as one Director for the purposes of determining a quorum but shall have (in addition to his own vote) an additional number of votes by reference to the number of Directors who have appointed him an alternate

15.7 An alternate Director shall not in any way be deemed to be an agent of the Director(s) so appointing him

15 8 If at any time a Director ceases to hold office as a Director his alternative Director shall immediately cease to hold office. At all other times, a Director may at any time replace its alternate Director by appointing another in his place (subject to notice to the Company and the consent of the majority of the Board)

15 9 A Director shall hold office until he is either removed in the manner provided by this Article 15 or vacates office pursuant to Regulation 81 (as modified by Article 14) and neither the Company in general meeting nor the Directors shall have power to fill any such vacancy

15 10 Nothing in these Articles shall operate to cause a Director holding 15% or more of the voting rights attached to the Ordinary Shares from time to time, whether by him personally or by his Family Trust or Member's SIPP, (a **Significant Shareholder Director**) to be subject to retirement by rotation

16 PROCEEDINGS OF DIRECTORS

16 1 A quorum for the transaction of the business of the Directors shall be two Directors, of whom one shall be a Significant Shareholder Director

16 2 Questions arising at a meeting of the Directors shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote

16 3 Meetings of the Directors shall be called on seven days' notice in writing and the notice of meeting shall be accompanied by a written agenda specifying the business to be transacted at the meeting together with all papers to be circulated or presented to the meeting, in sufficient detail as will reasonably enable the Directors to consider the proposed business in advance of the meeting

16 4 Any Director or member of a committee of Directors may participate in a meeting of the Directors or such committee by means of conference telephone or other communications equipment (including televisual means) which allows all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute persons present at such meeting and shall be entitled to vote or be counted in the quorum accordingly and a resolution passed by majority of the said Directors shall be as valid as it would have been if passed by them at an actual meeting convened and held

16 5 A resolution in writing signed by all of the Directors entitled to receive notice of a meeting of Directors shall have the effect as if it had been passed at duly convened meeting of Directors

17 DIRECTORS' INTERESTS

17 1 Subject to the provisions of the Act a Director who is interested in any contract or transaction (whether directly or indirectly) may vote on any such matter and accordingly his vote shall be counted in the necessary quorum provided that he has

disclosed the nature of his interest at a meeting of the Directors in accordance with the provisions of the Act

- 17 2 For the purposes of this Article 17 an interest of a person who is, for any purpose of the Act (excluding any statutory modification not in force when this Article becomes binding on the Company), connected with a Director shall be treated as an interest of the Director and, in relation to an alternate Director, an interest of his appointor shall be treated as an interest of the alternate Director without prejudice to any interest which the alternate Director has otherwise

18 CONFLICTS OF INTEREST

- 18 1 If a situation arises in which a Director has, or can have, an interest that conflicts, or possibly may conflict, with the interests of the Company (a **Relevant Situation**) the Directors may, for the purposes of section 175 of the Act, resolve to authorise

18 1 1 if a Relevant Situation arises from the appointment or proposed appointment of a person as a Director, the appointment of the Director and the Relevant Situation, subject to any limits or conditions which the Directors may determine,

18 1 2 if the Relevant Situation arises in circumstances other than as set out in Article 18 1 1, the Relevant Situation and the continuing performance by the Director of his duties, subject to any limits or conditions which the Directors may determine,

and any such authorisation will be subject only to any limits or conditions which the Directors expressly impose

- 18 2 The interested Director, and any other Director with a similar interest, cannot vote, or be counted in the quorum, on a resolution to authorise his interest under Article 18 1

- 18 3 Any reference in Article 18 1 to a conflict of interest includes a conflict of interest and duty and a conflict of duties

- 18 4 Any limits or conditions determined by the Directors under Article 18 1 may be imposed at the time of authorisation or may be imposed or varied subsequently and may include (without limitation)

18 4 1 whether the interested Director(s) may vote (or be counted in the quorum at a meeting) in relation to any resolution relating to the Relevant Situation,

18 4 2 the exclusion of the interested Director(s) from all information and discussion by the company of the Relevant Situation, and

- 18 4 3 the imposition of a specific duty of confidentiality for any confidential information of the company relating to the Relevant Situation
- 18 5 An interested Director must act in accordance with any limits or obligations imposed by the Directors under Article 18 1
- 18 6 Subject to Article 18 2, any authorisation under Article 18 1 shall be dealt with in the same way as any other matter that may be decided by the Directors under these Articles
- 18 7 Any authorisation of a Relevant Situation given by the Directors under Article 18 1 may provide that, where the interested Director obtains (other than through his position as a Director) information that is confidential to a third party, he will not be obliged to disclose it to the company or to use it in relation to the company's affairs in circumstances where to do so would amount to a breach of that confidence
- 18 8 Whilst there is a Relevant Situation, the general duties which the interested Director owes to the company under sections 171 to 177 of the Act will not be infringed if he
- 18 8 1 absents himself from meetings of the Directors or from the discussion of any matter at a meeting relating to the Relevant Situation, and/or
- 18 8 2 makes arrangements for papers to be received and read by a professional adviser on his behalf which may relate to the Relevant Situation, and/or
- 18 8 3 behaves in any other way authorised by any guidance which may be issued by the Directors from time to time
- 18 9 Subject to any restrictions or conditions that may be imposed by the Directors from time to time
- 18 9 1 references to "company" in Regulation 85 of Table A shall be deemed to include references to any member of the Group, and
- 18 9 2 where a Relevant Situation arises because a Director is also a director of another member of the Group, such Relevant Situation shall be deemed to have been authorised pursuant to section 175 of the Act

19. DIRECTOR POWERS AND REMUNERATION

- 19 1 The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital of any part thereof and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party, debentures, debenture stock and other securities may be made assignable free from any equities between the Company and any person to whom the same may be issued Any debentures or debenture stock may be issued at a discount, premium

or otherwise and with any special rights as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors or otherwise

- 19 2 The Directors may exercise the powers of the Company conferred by these Articles and the Act and shall be entitled to retain any benefits by them or any of them by reason of the exercise of any such powers

20. DISQUALIFICATION OF DIRECTORS

- 20 1 The office of a Director shall be vacated if he shall, for whatever reason, cease to be employed by or contracted to provide services to the Company or the Group in any such capacity

- 20 2 The word "*automatically*" shall be inserted before the word "*vacated*" in the first line of Regulation 81

21 SECRETARY AND SEAL

- 21 1 Where any statutory provision or these Articles require or authorise a thing to be done by or to a Director and the secretary of the Company, the provision shall not be satisfied by it being done by or to the same person acting both as Director and as, or in place of, the secretary of the Company

- 21 2 Regulation 6 of Table A shall be modified so as to remove the requirement for share certificates to be sealed and Regulation 101 of Table A shall be modified accordingly

22 PARTLY PAID SHARES

- 22 1 The liability of any Shareholder in default in respect of a call shall be increased by the addition at the end of the first sentence of regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment"

- 22 2 If the subscription price of any share (including any premium) is partly paid, the rights to dividend and on a return of capital of any such share shall be abated in the same proportion as the unpaid amount bears to the total subscription price

23. NOTICES

- 23 1 Subject to the other provisions of these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company

- 23 2 Any notice, document or other information served, sent or supplied by the Company

23 2 1 by post to an address in the UK and where the Company can show that it was properly addressed, prepaid and posted, shall be deemed to have been received 24 hours after it was posted, and in any other case at the time at which it would have been delivered in the ordinary course of the post, and

23 2 2 using electronic means shall be deemed to have been received on the day on which it was sent or supplied, whether or not the Company subsequently sends a hard copy of such notice, document or information by post

23 3 Subject to the other provisions of these Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being

23 4 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

24. INDEMNIFICATION OF OFFICERS

24 1 Subject to the Act but without prejudice to any indemnity to which he may otherwise be entitled, every person who is or was a Director or other officer of the Company (other than any person (whether or not an officer of the Company) engaged by the Company as auditor) shall be and shall be kept indemnified, and any person who is or was a director of any associated company (other than any person engaged by the Company as auditor) may be indemnified and may be kept indemnified, out of the assets of the Company against all costs, charges, losses and liabilities incurred by him from time to time (whether in connection with any negligence, default, breach of duty or breach of trust by him or otherwise) in relation to the affairs of the Company or any associated company of which he is or was a director, including any liabilities incurred by him in defending any regulatory or other proceedings (civil or criminal) in which judgement is given in his favour, he is otherwise not found to be in breach of his duties or in which he is acquitted or granted relief by the court

24 2 Article 24 1 shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause Article 24 1, or any part of it, to be treated as void under the Act

24 3 Subject to the provisions of the Act or any other provision of law, the Company may provide any relevant Director with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings or in connection with (i) any application under the provisions mentioned in section 205 of the Act and/or (ii) any investigations or actions of a regulatory authority as referred to in section 206 of the Act, and may do anything to enable any such person to avoid incurring such expenditure and, for the purpose of this Article 24 3, the terms set out in

sections 205 and 206 of the Act shall apply as if references to "director" include references to a former director

25. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that Subsidiary