

05861045

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

RAPSTRAP LIMITED (the Company)

21 December 2008

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the director of the Company propose that the following resolution is passed as a special resolution (**Resolution**).

SPECIAL RESOLUTION

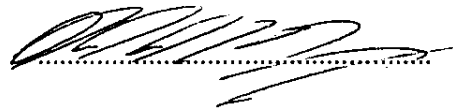
That the articles of association of the Company are hereby replaced in their entirety by the new articles of association in the form annexed hereto.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution.

The undersigned, a person entitled to vote on the Resolution on 21 December 2008 hereby irrevocably agrees to the Resolution:

Signed by Andy Harsley



SATURDAY



A38 *AIZ326LN* 232
17/01/2009
COMPANIES HOUSE

**ARTICLES OF ASSOCIATION
OF
RAPSTRAP LIMITED**

5 January 2009
Adopted by written resolution dated ~~December 2008~~

**HAMILTON BRADSHAW
SS/RAPSTRAP**

THE COMPANIES ACTS 1985 to 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
RAPSTRAP LIMITED

(Adopted by written resolution dated ~~December 2008~~

5 January 2009

1. INTRODUCTION

- 1.1 The Regulations contained or incorporated in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by SI 2007/2541 and SI 2007/2826, as amended before the adaptation of these Articles (**Table A**), shall apply to the Company, except as they are varied or excluded by, or are inconsistent with, the following Articles.
- 1.2 In Regulation 1 of Table A, the words "and in articles of association adopting the same" shall be inserted after the word "regulations" in the last paragraph of that Regulation. The sentence "Any references to any statutory amendment, modification, re-enactment and extension thereof for the time being in force." shall be inserted at the end of that Regulation.
- 1.3 Article headings are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 Words in the singular shall include the plural and vice versa.
- 1.5 Regulations 2, 17, 39 to 42 (inclusive), 53, 54, 64 to 66 (inclusive), 76, 77, 84, 89 and 118 shall not apply to the Company.
- 1.6 Regulation 82 of Table A shall be modified by deleting the following words: "and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day."
- 1.7 Regulation 78 of Table A shall be modified by deleting the words "...and may also determine the rotation in which any additional directors are to retire."

2. INTERPRETATION

In these Articles, the following words have the following meanings:

1985 Act: the Companies Act 1985 (as amended), to the extent in force from time to time.

2006 Act: the Companies Act 2006, to the extent in force from time to time.

Asset Sale: the disposal by the Company of all, or a substantial part of, its business and assets.

Associate: in relation to any person:

- (a) any person who is an associate (determined in accordance with section 435 of the Insolvency Act 1986) of that person; or
- (b) any member of the same Group.

Board: the board of Directors and any committee of the board constituted for the purpose of taking any action or decision contemplated by these Articles.

ASH.

Business Day: a day (other than a Saturday, Sunday or public holiday) when clearing banks in the City of London are open for the transaction of normal banking business.

Consent:

- (a) consent given by an Investor Director and the Founder either by written notice to the Company or by the Investor Director and the Founder signing the Company's board minutes recording the relevant decision; or
- (b) written notice to the Company signed by an Investor and the Founder.

Company: Rapstrap Limited (registered in England no. 05861045).

Companies Acts: the 1985 Act and the 2006 Act.

Controlling Interest: an interest in shares giving the holder control of the Company within the meaning of section 840 of Income and Corporation Taxes Act 1988.

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

Encumbrance: any mortgage, charge, security, interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including, without limitation, any retention of title claim), conflicting claim or ownership or any other encumbrance of any nature (whether or not perfected, other than liens arising by operation of law).

Family Trust: in relation to an individual Shareholder, a trust or settlement set up wholly for the benefit of that individual Shareholder (**Settlor**) and/or the Settlor's Privileged Relations.

Founder: Andrew Harsley of Unit 2, Withambrook Park, Grantham, NG31 9ST.

Founder Shares: founder shares of £1.00 each in the capital of the Company having the rights set out in these Articles.

Group: the Company and each and any of its Subsidiaries from time to time, and **Group Company** shall be construed accordingly.

Investor: any holder of Investor Shares from time to time.

Investor Director: a director of the Company nominated by an Investor under Article 11.2.

Investor Shares: investor shares of £1.00 each in the capital of the Company having the rights set out in these Articles.

Ordinary Shares: ordinary shares of £1.00 each in the capital of the Company having the rights set out in these Articles.

Privileged Relation: the spouse, widow or widower of a Shareholder.

Relevant Securities: any shares or other securities convertible into, or carrying the right to subscribe for those shares, issued by the Company after the date on which these Articles are adopted.

Sale: an Asset Sale or a Share Sale undertaken or to be undertaken by the Company which has received Consent.

Sale Shares: the Shares specified or deemed to be specified for sale in a Transfer Notice or a Deemed Transfer Notice.

Seller: the transferor of Shares pursuant to a Transfer Notice.

Shares: the Founder Shares, the Investor Shares and the Ordinary Shares in issue from time to time.

Share Sale: the sale of (or the grant of a right to acquire or to dispose of) any of the Shares (in one transaction or as a series of transactions) which will result in the buyer of those Shares (or grantee of that right) and persons acting in concert with him together acquiring a Controlling Interest in the Company, except where the shareholders and the proportion of Shares held by each of them following completion of the Sale are the same as the Shareholders and their shareholdings in the Company immediately before the sale.

Shareholder: a holder of Shares in the Company.

Subsidiary and Subsidiary Undertaking: shall have the meanings given to them in the 1985 Act.

Transfer Notice: a notice in writing given by a Shareholder to the Company irrevocably appointing the Company as agent for the sale of the Shares held by that Shareholder for such price as the Directors, acting in good faith, are able to obtain. Where such notice is deemed to have been served, it shall be referred to as a **Deemed Transfer Notice**.

3. SHARE CAPITAL

3.1 The authorised share capital of the Company at the date of adoption of these Articles is £1,000,000 divided into:

3.1.1 999,800 Ordinary Shares of £1.00 each;

3.1.2 100 Founder Shares of £1.00 each; and

3.1.3 100 Investor Shares of £1.00 each.

3.2 Unless the context requires otherwise, references in these Articles to shares of a particular class shall include Shares created or issued after the date of adoption of these Articles and ranking *pari passu* in all respects (or in all respects except only as to the date from which those Shares rank for dividend) with the Shares of the relevant class then in issue.

3.3 Except as provided in these Articles, the Founder Shares, the Investor Shares and the Ordinary Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.

4. ISSUE OF SHARES

4.1 No shares in the Company nor any right to subscribe for or convert any security into shares in the Company shall at any time be allotted unless within one month before that allotment each holder of Founder Shares and Investor Shares for the time being has consented in writing to that allotment and its terms and to the identity of the proposed allottee.

4.2 No share of any class nor any right to subscribe for or convert any security into a share of any class shall be allotted otherwise than to the holder of a share of that same class.

4.3 Section 89(1) of the Act shall not apply to an allotment of any equity security where the consent to that allotment of every shareholder has been obtained as required by these Articles and that allotment otherwise conforms to the requirements of these Articles

4.4 No Shares shall be allotted to any employee, Director, prospective employee or director unless such person has entered into a joint election with the Company under section 43 of the Income Tax (Earnings and Pensions) Act 2003

5. DIVIDENDS

- 5.1 The Available Profits of the Company may be used to pay dividends as set out in this Article.
- 5.2 Any dividend declared by the Company shall be distributed among the Shareholders as follows:
- 5.2.1 an amount equal to 50% of the Post-Tax Profits shall be distributed among the holders of the Founder Shares in such proportions as the number of Founder Shares held by each holder of Founder Shares at the relevant time bears to the total number of Founder Shares in issue at that time; and
- 5.2.2 an amount equal to 50% of the Post-Tax Profits shall be distributed among the holders of the Investor Shares in such proportions as the number of Investor Shares held by each holder of Investor Shares at the relevant time bears to the total number of Investor Shares in issue at that time.
- 5.3 Subject to the Companies Acts and these Articles, the Board may, provided Consent is obtained, pay interim dividends if the Available Profits for the relevant period justify such payment.

6. EXIT

The proceeds of a Share Sale after the repayment of any loans shall be distributed amongst the Shareholders in proportion to their shareholdings. The Directors shall not register any transfer of Shares if the proceeds of a Share Sale are not distributed in that manner (save in respect of any Shares not sold in connection with that Share Sale). 1

- 6.1 On an Asset Sale, the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully able to do so) amongst the Shareholders in proportion to their shareholdings.

7. VOTING AND CLASS RIGHTS

- 7.1 Subject to any other provisions in these Articles concerning voting rights, Shares in the Company shall carry votes as follows:
- 7.1.1 the Founder Shares shall confer on each holder of such Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and the number of votes which may be cast by each holder of Founder Shares at a meeting shall be equal to the product of (i) 50% of the total number of votes which may be cast at the relevant meeting and (ii) a fraction whose numerator is the number of Founder Shares held by the relevant holder of Founder Shares and whose denominator is the number of Founder Shares held by persons present at the relevant meeting and entitled to vote; and
- 7.1.2 the Investor Shares shall confer on each holder of such shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and the number of votes which may be cast by each holder of Investor Shares at a meeting shall be equal to the product of (i) 50% of the total number of votes which may be cast at the relevant meeting and (ii) a fraction whose numerator is the number of Investor Shares held by the relevant holder of Investor Shares and whose denominator is the number of Investor Shares held by persons present at the relevant meeting and entitled to vote.

- 7.2 Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) with the consent in writing of the holders of more than 50% of the issued shares of that class.
- 7.3 The Chairman of the board of Directors from time to time, shall also be the Chairman of any general meeting of the Shareholders of the Company.
- 7.4 In the case of an equality of votes and after due debate and deliberation, the Chairman shall have as a last resort the casting vote.

8. TRANSFER OF SHARES: GENERAL

- 8.1 In these Articles reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or encumbrance over that Share, and reference to a Share includes a beneficial or other interest in a Share.
- 8.2 No Share may be transferred without Consent.
- 8.3 If a Shareholder transfers (or purports to transfer) a Share other than in accordance with these Articles, he shall be deemed to have served a Deemed Transfer Notice in respect of all Shares held by him.
- 8.4 Any transfer of a Share by way of sale that is required to be made under these Articles shall be deemed to include a warranty that the transferor sells the Share with full title guarantee.
- 8.5 The Directors may, as a condition to the registration of any transfer of Shares in the Company, require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any shareholders' agreement (or similar document) in force between any of the Shareholders and the Company in such form as the Directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document). If any condition is imposed in accordance with this Article the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.
- 8.6 To enable the Directors to determine whether or not there has been any disposal of Shares in the capital of the Company (or any interest in Shares in the capital of the Company) in breach of these Articles, the Directors may, and shall if so requested in writing by an Investor Director, require any holder, or the legal personal representatives of any deceased holder, or any person named as transferee in any transfer lodged for registration or any other person who the Directors may reasonably believe to have information relevant to that purpose, to provide to the Company with any information and evidence that the Directors request regarding any matter which they deem relevant to that purpose. If the information or evidence is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or that as a result of the information and evidence the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such Shares in writing of that fact and the following shall occur:
- 8.6.1 the relevant Shares shall cease to confer on the holder of them (or any proxy) any rights:

- 8.6.1.1 to vote, whether on a show of hands or on a poll, and whether exercisable at a general meeting of the Company or at any separate meeting of the class in question; or
- 8.6.1.2 to receive dividends or other distributions otherwise attaching to those Shares or to any further shares in the capital of the Company issued in respect of those Shares, or in pursuance of an offer made to the relevant holder; and
- 8.6.2 the holder may be required, at any time following receipt of the notice, to transfer some or all of its Shares to any person at the price that the Directors may require by notice in writing to that holder

The rights referred to in Article 8.6.1 may be reinstated by the Board subject to Consent or, if earlier, shall be reinstated on the completion of any transfer referred to in Article 8.6.2.

9. COMPULSORY TRANSFERS

- 9.1 A person entitled to a Share in consequence of the bankruptcy of a Shareholder shall be regarded as giving a Deemed Transfer Notice in relation to such Shares at such time as the Directors determine.
- 9.2 If a company that is a Shareholder resolves to appoint (or has appointed) a liquidator, administrator or administrative receiver over it (or a material part of its business), that Shareholder shall be regarded as giving a Deemed Transfer Notice in respect of all Shares held by it at such time as the Directors determine.
- 9.3 The identity of the purchaser and the procedure for transfer following the service of a Deemed Transfer Notice shall be determined by the Board.

10. PERMITTED TRANSFERS

- 10.1 An individual Investor may transfer any or all of his Shares to any company or organisation wholly owned (directly or indirectly) by the relevant Investor.
- 10.2 The Founder and the Investors may transfer Shares without restriction to a Privileged Relation or Family Trust.

11. DIRECTORS AND INVESTOR DIRECTORS

- 11.1 Unless and until the Company in general meeting determines otherwise, the number of directors shall not be less than two and no more than 5.
- 11.2 Each Investor shall, for so long as it holds Investor Shares equal to or in excess of 10% of the issued share capital of the Company, be entitled to appoint a director of the Company (who may be the Investor), one of whom shall be the Chairman of the board of directors. The other Shareholders shall not vote their Shares so as to remove any Director appointed pursuant to this Article from office.
- 11.3 Any appointment or removal of an Investor Director under Article 11.2 shall take effect at the time that the notice is received at the Company's registered office or produced to a Board meeting.
- 11.4 Each Investor Director shall be entitled to be appointed to any committee of the Company.
- 11.5 The Founder shall be entitled to be a director of the Company. Subject to the terms of his service agreement with the Company the other Shareholders shall not vote their Shares so as to remove the Founder appointed pursuant to this Article from office.

- 11.6 On any vote at Board level, subject to article 12.6 the votes attributable to the Founder shall equal the votes attributable to the Investor Directors.

12. DISQUALIFICATION AND PROCEEDINGS AT MEETINGS OF DIRECTORS

- 12.1 In addition to the provisions of Regulation 81 of Table A, the office of Director shall also be vacated if he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his office should be vacated; or
- 12.2 Notwithstanding any provision of these Articles to the contrary, any person appointed as a Director may appoint any person he thinks fit to be his alternate Director. The appointment of an alternate Director shall not require approval by a resolution of the Directors. Regulation 65 of Table A shall be modified accordingly.
- 12.3 The quorum for the transaction of business at any meeting shall be two Directors, one of which shall be an Investor Director and one of which shall be the Founder. If the necessary quorum is not present within half an hour from the time appointed for the meeting, or if, during a meeting, such quorum ceases to be present, the meeting shall stand adjourned to such time and place as the Directors determine. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall proceed.
- 12.4 Any Director who participates in the proceedings of a meeting by means of a communication device (including, without limitation, a telephone) that allows all the other Directors present at the meeting (whether in person, alternate or using a communication device) to hear that Director at all times, and that Director to hear all other Directors present at the meeting (by whatever means) at all times, shall be deemed to be present at the meeting and counted in the quorum. A meeting held by these means shall be deemed to take place where the largest number of participants is assembled. In the absence of a majority, the Chairman's location shall be deemed to be the place of the meeting.
- 12.5 A Director may vote at a Board meeting, and form part of a quorum present at that meeting, in relation to any matter in which he has, directly or indirectly, an interest or duty which conflicts (or may conflict) with the interests of the Company, provided that he has previously disclosed the nature of such duty or interest to the Directors. The provisions of Regulation 86 of Table A shall apply equally to any disclosure to be made under the provisions of this Article 12.5.
- 12.6 Questions arising at any meeting of the Directors shall be decided by a majority of votes. If after due debate and deliberation there is an equality of votes, the chairman shall as a last resort have a second or casting vote.
- 12.7 For a signed resolution under Regulation 93 of Table A to be effective, it shall not be necessary for it to be signed by a Director who is prohibited by these Articles, or by law, from voting on it. Regulation 93 of Table A shall be modified accordingly.

13. LIEN

The lien conferred by regulation 8 of Table A shall apply to all Shares of the Company whether fully paid or not, and to all Shares registered in the name of any person indebted or under liability to the Company, whether he is the sole registered holder of the Shares or one of several joint holders.

14. INDEMNITY

- 14.1 Subject to the Companies Acts, but without prejudice to any indemnity to which a Director may otherwise be entitled, each Director or other officer or auditor of the Company shall be indemnified out of the Company's assets against all costs,

charges, losses, expenses and liabilities incurred by him in the execution of his duties, or in relation to them, including any liability incurred by him in defending any civil or criminal proceedings in which judgement is given in his favour, or in which he is acquitted, or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part, or in connection with any application in which the court grants him relief from liability for negligence, default, breach of trust or breach of trust in relation to the Company's affairs.

- 14.2 The Company may buy and maintain insurance against any liability falling upon its Directors or other officers or auditors which arises out of their respective duties to the Company, or in relation to its affairs.

15. DATA PROTECTION

- 15.1 Each of the Shareholders and Directors (from time to time) consent to the processing of their personal data by the Company, its shareholders and directors (each a **Recipient**) for due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information amongst themselves. A Recipient may process such personal data either electronically or manually.
- 15.2 The personal data that may be processed for such purposes under this Article 15 shall include any information which may have a bearing on the prudence or commercial merits of investing, or disposing of any shares (or other investment or security) in the Company.
- 15.3 Each of the Shareholders and Directors (from time to time) consent to the transfer of such personal data to persons acting on behalf of any Recipient and to the offices of any Recipient, both within and outside the European Economic Area, for the purposes stated above, where it is necessary or desirable to do so.