

THE COMPANIES ACTS 1985 AND 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

LEAGAS DELANEY CZECH REPUBLIC LIMITED (the "Company")

Circulation date 7 October 2010 (the "Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "Act"), the directors of the Company propose that the following resolutions are passed as written resolutions of the Company, having effect, in the case of resolution 1, 2 and 3 as ordinary resolutions ("**Ordinary Resolutions**"), and in the case of resolution 4 as a special resolution ("**Special Resolution**") (together the "**Resolutions**")

ORDINARY RESOLUTIONS

- 1 **THAT** any situation relating to Brendan Timothy Delaney (in his capacity as a Director of the Company) which would otherwise have been or be an infringement of a Director's duty under section 175 of the Act and, in particular (without limitation), his ownership of shares in Leagas Delaney Limited (one of the Company's shareholders), be and are hereby ratified pursuant to and in accordance with section 239 of the Act
- 2 **THAT** any situation relating to Margaret Johnson (in her capacity as a Director of the Company) which would otherwise have been or be an infringement of a Director's duty under section 175 of the Act and, in particular (without limitation), her ownership of shares in Leagas Delaney Limited (one of the Company's shareholders), be and are hereby ratified pursuant to and in accordance with section 239 of the Act
- 3 **THAT** the share capital of the Company be reorganised by sub-dividing the 1,000 issued shares of £1 each into 100,000 ordinary shares of 1 pence each, having the rights and obligations as set out in the articles of association

SPECIAL RESOLUTION

- 4 **THAT** the regulations annexed to these resolutions be hereby adopted as the new Articles of Association of the Company in substitution for all existing regulations

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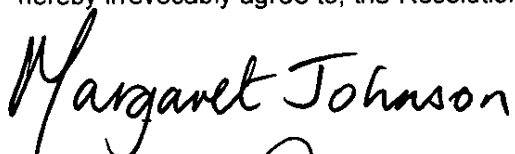


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COMPANIES HOUSE

AGREEMENT

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

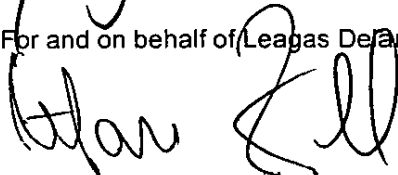
We, the undersigned, were at the time the Resolutions were circulated entitled to vote on, and hereby irrevocably agree to, the Resolutions -



For and on behalf of Leagas Delaney Limited

Date

7 October 2010



Stefan Zschaler

Date

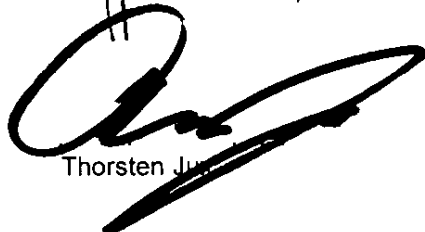
7 October 2010



Hermann Waterkamp

Date

7 October 2010



Thorsten Jung

Date

11 October 2010

NOTES

- 1 If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods -
 - **By Hand** delivering the signed copy to 1 Alfred Place, London, WC1E 7EB
 - **Post** returning the signed copy by post to 1 Alfred Place, London, WC1E 7EB

If you do not agree to the Resolutions, you do not need to do anything you will not be deemed to agree if you fail to reply
- 2 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement
- 3 Unless sufficient agreement has been received to pass the Resolutions within 28 days of the Circulation Date, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date
- 4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

LEAGAS DELANEY CZECH REPUBLIC LIMITED

(Adopted by special resolution passed on *11 October* 2010)

1 PRELIMINARY

1.1 In these Articles -

"Act"	means the Companies Act 1985 (as amended by the Companies Act 1989) including any statutory modification or re-enactment thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force
"Approved Offer"	<p>means an offer in writing for all the Equity Shares in the Company on equal terms as if the shares were one class and which -</p> <p>(a) is stipulated to be open for acceptance for at least 30 days,</p> <p>(b) includes an undertaking by the offeror that neither it nor persons acting by agreement or understanding with it have entered into more favourable terms or have agreed more favourable terms with any other member for the purchase of shares, and</p> <p>(c) offers the Specified Price payable within 14 days of such Approved Offer becoming unconditional in all respects</p>
"Board"	means the board of directors for the time being of the Company
"Business Day"	means a day on which banks open for inter-bank business in the City of London
"Company"	means Leagas Delaney Czech Republic Limited registered in England and Wales with Company No 5882540
"Connected Person"	has the meaning attributed by section 839 ICTA
"Controlling Interest"	means an interest in shares in a company conferring in the aggregate 50% or more of the total voting rights conferred by

	all the issued shares in that company taking account of restrictions on voting rights contained in the articles of association of that company
"Directors"	means the directors for the time being of the Company
"Dividend Period"	means any period of three months ending on 31 March, 30 June, 30 September and 31 December
"Equity Shares"	means the issued Leagas Delaney Shares and Management Shares from time to time
"Financial Year"	any year or other period in respect of which the audited accounts of the Company are prepared
"Group"	means the Company and its subsidiaries from time to time, any holding company of the Company and any subsidiaries from time to time of such parent company (each a "Group Company")
"ICTA"	means the Income and Corporation Taxes Act 1988
"Independent Expert"	means an umpire (acting as an expert and not as an arbitrator) nominated by the parties concerned or in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales
"Leagas Delaney"	means Leagas Delaney Limited (registered in England and Wales under company number 04985282) or any of its permitted assignees under Article 9
"Leagas Delaney Shares"	means any Ordinary Share held by Leagas Delaney
"Listing"	means the admission of any of the Company's shares to the Official List of the UK Listing Authority (being the competent authority for the purposes of Part VI of the Financial Services and Markets Act 2000) and such admission becoming effective or the granting of an application by the Company for permission for any of its shares to be listed or dealt in on a recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000) or any other public securities market and such permission becoming effective
"Manager"	means a director and/or senior employee engaged or employed by the Company
"Management Share"	means any Ordinary Share held by a Manager
"Management Shareholder"	means a holder of a Management Share
"Market Value Price"	means the price which the auditors of the Company state in writing to be the market value of the relevant Ordinary Shares which in the first two Financial Years from the date of the adoption of these Articles shall be based upon their opinion acting as experts not arbitrators and which decision shall be binding on the shareholders and thereafter based upon the auditors applying the following formula

$$\left(\left(\frac{NP1 + NP2}{2} \right) \times 1.5 + \text{Net Assets Value} \right) \times \frac{A}{B}$$

A = nominal value of shares held by Manager

B = nominal value of entire issued ordinary share capital of the Company

NP1 = profit on ordinary activities after taxation of the Financial Year ended prior to the NP2 Financial Year as stated from the audited accounts for such Financial Year

NP2 = profit on ordinary activities after taxation of the most recent Financial Year ended prior to a Transfer Notice being given or deemed to have been given pursuant to these Articles as deduced from the audited accounts for the Company for such Financial Year (the "**NP2 Financial Year**")

Net Asset Value = net assets as stated in the audited accounts for the most recent Financial Year ending prior to a Transfer Notice (or in the absence of such, the most up to date management accounts) being given or deemed to have been given pursuant to these Articles

In stating such value the auditors (whose charges shall be borne by the Company) shall be considered to be acting as experts and not as arbitrators and their decision shall be final and binding on the parties

"Net Asset Price"

means the price which the auditors of the Company state in writing to be the net asset value of the relevant Ordinary Shares upon applying the following formula

$$\left(\text{Net Asset Value} \times \frac{A}{B} \right)$$

Net Asset Value and A and B shall have the same meaning as set out in the definition for Market Value Price

In stating such value the auditors (whose charges shall be borne by the Company) shall be considered to be acting as experts and not as arbitrators and their decision shall be final and binding on the parties

"Net Profit"

means the consolidated profit on ordinary activities after taxation of the Company calculated on the historical cost accounting basis in accordance with UK GAAP and shown in the audited profit and loss account of the Company for the relevant Financial Year (to the nearest £1)

"Ordinary Share"

means an ordinary share of £0.01 in the capital of the Company and a reference to "**Ordinary Shares**" means all or any of them as the context requires

"Relevant Agreement"	means any agreement relating (in whole or in part) to the management and/or affairs of the Company which is binding from time to time on the Company and the members including the Shareholders' Agreement
"Relevant Directors"	means the directors and former directors of the Company and any subsidiary (but only if such directors or former directors or their Connected Persons are interested in shares in the Company) and their Connected Persons
"Sale"	means the sale of any interest in the shares of the Company (whether in one transaction or a series of related transactions) resulting in the transferee (either alone or together with its Connected Persons) holding a Controlling Interest in the Company
"Shareholder"	means a holder for the time being of shares in the issued share capital of the Company
"Shareholders' Agreement"	means the agreement of even date with the date of adoption of these Articles between (1) the Managers (as defined therein), (2) Leagas Delaney and (3) the Company
"Specified Price"	means the consideration (in cash or otherwise) per share equal to that offered or paid or payable by the proposed transferee or transferees or his or their nominees for any other shares in the Company plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of such other shares which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for such other shares provided that if any part of the price per share is payable otherwise than by cash the holders of the Equity Shares may at their option elect to take a price per share of such cash sum as may be agreed by them having regard to the substance of the transaction as a whole
"subsidiary"	means a subsidiary of the Company for the purposes of the Act
"Table A"	means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985
"Transfer Notice"	as defined in Article 12 1 2
"voting rights"	shall be construed in accordance with section 736(A) of the Act
"Wholly-owned Group"	means a body corporate and any holding company of which it is a wholly-owned subsidiary and any other wholly-owned subsidiaries of that holding company (including any wholly-owned subsidiary of the body corporate)

- 1 2 The regulations contained in or incorporated in Table A shall apply to the Company save insofar as they are excluded or varied hereby or are inconsistent herewith and such regulations (save as so excluded varied or inconsistent) and the Articles hereinafter contained shall be the regulations of the Company

- 1 3 Regulations 54, 73-77 and 79-80 (inclusive), 85, 86, 94-98 (inclusive) and 118, and the last sentence of regulation 112, of Table A do not apply to the Company

2 **SHARE CAPITAL**

The authorised share capital of the Company is £1,000 divided into 100,000 Ordinary Shares of £0.01 each

3 **RIGHTS ATTACHING TO SHARES**

The Company shall promptly upon the same becoming available in respect of each Financial Year to which they relate (and in any event not more than 4 months after the end of such Financial Year), furnish to the holders of the Equity Shares in respect of the Company an audited balance sheet and profit and loss account and cashflow statement for the immediately preceding Financial Year in a form approved by the Board

4 **CLASS RIGHTS**

- 4 1 Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated only with the consent in writing of the holders of 75% of the issued shares of that class

- 4 2 Without prejudice to the generality of Article 4 1, rights attached to the Ordinary Shares shall be deemed to be varied and the consent of the holders of 75% of the issued shares of the Company shall be required for -

- 4 2 1 the modification or variation of the rights attaching to any class of shares in the Company or any subsidiary from time to time or the passing of any resolution therefore,
- 4 2 2 the passing of any resolution for reducing or the reduction of the Company's issued share capital or the amount (if any) for the time being standing to the credit of its share premium account or capital redemption reserve or for reducing any uncalled liability in respect of partly paid shares,
- 4 2 3 any alteration of the Company's accounting reference date,
- 4 2 4 any sale or transfer or disposal by the Company of the whole or substantially the whole of its undertaking business or assets (other than as part of a group reorganisation),
- 4 2 5 any resolution to wind up the Company
- 4 2 6 the purchase or redemption of any of the Company's shares or the calling of a meeting of the Company for the purpose of considering, or the passing of any resolution approving a contract for the purchase, or the purchase, of any of their respective shares,
- 4 2 7 making any material change in the nature of the Company's business, and
- 4 2 8 the acquisition or disposal of any assets of or rendering of any services to third parties (other than Group Companies) otherwise than on arms length terms

5 **LIEN**

The lien conferred by Regulation 8 of Table A shall attach also to fully paid-up shares and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company

6 CALLS

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"

7 ISSUES OF SHARES

7 1 Subject to the provisions of Section 80 of the Act and to Article 7 2 the Directors are authorised to exercise the power of the Company to allot from time to time all or any of the shares of the Company which have not for the time being been allotted at such time or times and on such conditions as they shall in their absolute discretion think fit provided that -

7 1 1 this authority shall expire five years from the date of adoption of these Articles,

7 1 2 the aggregate number of shares which the Directors may allot pursuant to this authority shall not exceed the number of unissued shares in the authorised share capital of the Company at the date of adoption of these Articles,

7 1 3 Leagas Delaney shall hold not less than 60% of the issued Equity Shares from time to time, and

7 1 4 the provisions of Sections 89(1) and 90(1) to 90(6) (inclusive) of the Act shall not apply to the Company

7 2 Unless otherwise agreed in writing by all the Shareholders for the time being of the Company entitled to attend and vote at general meetings all other unissued shares (whether forming part of the original or any increased capital) shall be offered and allotted in accordance with the following provisions -

7 2 1 on the occasion of each allotment the Equity Shares shall be offered to Leagas Delaney and each Manager in such proportion as nearly as circumstances admit (fractions being disregarded) to the number of shares held by the Shareholder at the same price (not being at a discount) and on the same terms in respect of the date for payment or settlement,

7 2 2 any such offer shall be made by notice specifying the number of shares and the price at which the same are offered to the allottees and limiting the time (being not less than 21 days unless the member or members to whom the offer is to be made otherwise agree) within which the offer, if not accepted, shall be deemed to be declined by each allottee,

7 2 3 acceptances shall be given to the Company by notice in writing and in such acceptance the allottee may state if he is willing to accept any shares in addition to the proportion offered to him stating the number of shares he is willing to accept,

7 2 4 after the expiry of the time within which the offer may be accepted or after the Company shall have received notice of the acceptance or refusal of such offer from every allottee (whichever shall be the earlier event) the Directors shall allot the shares offered to the allottees accepting the offer in accordance with such acceptances PROVIDED THAT in the event of competition for any shares which have not been accepted by any allottee the Directors shall allot the same to such allottees applying for additional shares as nearly as may be (fractions being disregarded) in proportion to such members existing holding of shares,

7 2 5 if any shares shall not be applied for by the allottees within the time in which the offer may be accepted or shall be refused the Company shall offer such shares to such existing employees or prospective employees of the Company and each Group Company and in such proportions as the Directors shall determine (subject to Leagas Delaney providing its written approval to the identity of such existing employee or prospective employee and the number of shares to be issued to such individual) and the provisions of Articles 7 2 2 and 7 2 3 shall apply, *mutatis mutandis*, to such offer

8 PART V COMPANIES ACT 1985

Subject to the provisions of Part V of the Act and to the rights of the holders of the respective classes of shares of the Company, the Company may

- 8 1 issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the Shareholder concerned,
- 8 2 purchase its own shares (including any redeemable shares), and
- 8 3 make a payment in respect of the redemption or purchase under Section 159 or 160 or (as the case may be) Section 162 of the Act and the relevant power under Article 8 1 or 8 2 above, of any of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of Shares to the extent permitted by Section 171 and Section 172 of the Act

9 PERMITTED TRANSFERS OF SHARES

- 9 1 A reference in these Articles to a transfer of shares shall include a transfer of any interest in shares (whether legal, beneficial or otherwise) and any charge, mortgage or other encumbrance granted over shares and these Articles shall take effect accordingly

Transfers by Leagas Delaney

- 9 2 Leagas Delaney may at any time transfer free of any restriction all or part of the Leagas Delaney Shares to another member of its Group or, provided it complies with the provisions of Article 13, to any other third party

Transfers by Managers whilst employed

- 9 3 Each Manager during his engagement as a director of the Company or employment by the Company will be entitled with the prior written consent of Leagas Delaney (such consent to not be unreasonably withheld) to transfer all or part of the Management Shares held by him to an existing Manager or a person who is a prospective manager of the Company so long as the proposed transferee or transferees have entered into an agreement to be bound by the Shareholders' Agreement. Before any such transfer is made or approved, Leagas Delaney will have the prior option to nominate the existing Manager(s) or prospective manager(s) to whom the Management Shares should be transferred
- 9 4 Except as provided in Articles 9 (Permitted Transfers), 10 (Cessation, Deceased or Bankrupt), or 13 (Compulsory Transfers) no Manager shall be entitled to transfer his shares or any interest therein

10 CESSATION OR DECEASED OR BANKRUPT TRANSFERS

- 10 1 Regulations 29, 30 and 31 of Table A shall be applied subject to the provisions of Article 10 2, Article 10 3 and Article 12
- 10 2 A person entitled to any shares in consequence of the death or bankruptcy of a Manager shall be bound at any time, if and when required in writing by the Board so to do, to give a Transfer Notice in respect of such shares, and if such person fails to give a Transfer Notice, he shall be deemed to have served the Company with a Transfer Notice in respect of that share
- 10 3 Upon a Manager ceasing to be employed for whatever reason then he shall in respect of all of his Management Shares either give or be deemed to have given a Transfer Notice in respect of such shares
- 10 4 The provisions of Article 12 shall apply to the shares which are the subject of deemed transfers pursuant to Article 10 2 and 10 3 and the Transfer Notice (if not actually given) shall be deemed to have been received by the Company on the date on which the Directors required the Transfer Notice to be given

11 REGISTRATION OF TRANSFERS

- 11 1 The Directors shall refuse to register a proposed transfer not made under or permitted by Articles 9, 10, or 13
- 11 2 The Directors may also refuse to register a transfer of a share on which the Company has a lien
- 11 3 A person executing an instrument of transfer of a share is deemed to remain the holder of the share until the name of the transferee is entered in the register of members of the Company in respect of it
- 11 4 The Directors shall refuse to register an allottee or transferee of shares or a person entitled to shares by transmission until he has executed an undertaking under seal to those persons who are parties to or who have agreed to adhere to any Relevant Agreement in existence from time to time which requires such allottee or transferee to undertake to adhere to and be bound by the provisions of such an agreement as if such allottee or transferee were an original party thereto and an original copy of such undertaking has been delivered to the Company
- 11 5 The first sentence of Regulation 24 of Table A shall not apply
- 11 6 For the purpose of ensuring that a particular transfer of shares is permitted under the provisions of these Articles, the Directors may request the transferor, or the person named as transferee in any transfer lodged for registration, to furnish the Company with such information and evidence as the Directors may reasonably think necessary or relevant. Failing such information or evidence being furnished to the satisfaction of the Directors within a period of 28 days after such request the Directors shall be entitled to refuse to register the transfer in question

12 MECHANICS FOR TRANSFERS

12 1 If any Manager (or his representatives) -

12 1 1 whilst employed gives notice of a wish to transfer all or part of his Management Shares in accordance with Article 9 3, or

12 1 2 ceases to be employed, dies or is declared bankrupt and is therefore required to transfer his Management Shares in accordance with either Article 10 2 or 10 3,

in either case a "**Vendor**" then the Vendor shall, in respect of all of his shares ("**Sale Shares**") either give or be deemed to have given a notice ("**Transfer Notice**") authorising the Directors to offer his shares to -

(a) in the case of Article 12 1 1, such person(s) being either existing Managers of the Company or prospective manager(s) of the Company nominated by the Manager or Leagas Delaney (as the case may be), or

(b) in the case of Article 12 1 2, such person(s) as Leagas Delaney may nominate being an employee trust or specific existing Managers or prospective manager(s) or failing such notification by Leagas Delaney within 30 days of the Transfer Notice, the other existing Managers pro-rata to their existing shareholdings

in either case (the "**Nominees**"), within 30 days of service or deemed service of the Transfer Notice and stating that the price payable shall be the Market Value Price (except in the case of any person who commences his employment as a manager at any time after the date of adoption of these Articles (or his representatives) who serves, or is deemed to have served, a Transfer Notice, pursuant to Article 12 1 2, before the expiry of a two year period commencing on the date on which such person is employed by the Company, in which case the price payable shall be the lower of the Market Value Price (or the Net Asset Price, if applicable, pursuant to Article 12 5) and the subscription price paid for shares held by such person)

12 2 Certification of the Price

The Auditors will then be asked to certify the Market Value Price and their certificate shall be delivered to the Company

12 3 within 14 days after the Market Value Price has been certified -

12 3 1 the Company shall notify each Nominee of the number of Sale Shares on offer to him (or it), and

12 3 2 the Company's notices shall specify the aggregate consideration payable for the Sale Shares and state a date, between 7 and 14 days later, on which the sale and purchase of the Sale Shares is to be completed by the Nominees ("**Completion Date**")

12 4 By the Completion Date the Vendor or his representatives shall deliver stock transfer forms for the Sale Shares, with the relevant share certificate, to the Company On the Completion Date the Company shall pay the Vendor, on behalf of each of the Nominees, the agreed or certified price for the Sale Shares to the extent the Nominees have put the Company in the requisite funds The Company's receipt for the price shall be a good discharge to the Nominees The Company shall hold the price in trust for the Vendor without any obligation to pay interest until such time as the Vendor gives written notice as to where such funds are to be paid

12 5 Failing any such Sale Shares being taken up and/or paid for by the Nominees within such time period (the "**remaining shares**") the existing Transfer Notice will lapse and the Vendor shall be deemed to have served a Transfer Notice in favour of Leagas Delaney in respect of the remaining shares in which case the price for the remaining shares shall be the Net Asset Price (subject to Article 12 1 2(b))

12 6 If a Vendor fails to deliver stock transfer forms for Sale Shares to the Company and the Completion Date, the Directors may authorise any Director to transfer the Sale Shares on the Vendor's behalf to each Nominee to the extent the Nominee has, by the Completion Date, put the Company in funds to pay the agreed or certified price for the Sale Shares offered to him The Directors shall then authorise registration of the transfer once appropriate stamp duty has been paid The defaulting Vendor shall surrender his share certificate for the Sale Shares to the Company On surrender, he shall be entitled to the certified price for the Sale Shares

12 7 The preceding provisions of these Articles 9, 10, and 11 may at any time be waived in whole or part to the extent that they apply to the transfer of Ordinary Shares to existing employees of the Company or its subsidiaries or persons about to become employees of the Company or of its subsidiaries by the Board acting upon the written instruction of the holders of more than 80 per cent in nominal value of the Equity Shares in issue at the time

13 TAG ALONG AND COME ALONG

13 1 Tag Along

Notwithstanding any other provision of these Articles, no sale or transfer of the legal or beneficial interest in any shares in the Company may be made or validly registered if as a result of such sale or transfer and registration thereof a Controlling Interest in the Company would be obtained by any person other than Leagas Delaney (or any of its Group Companies) unless -

13 1 1 before the transfer is lodged for registration the proposed transferee or his nominee has made, an offer (stipulated to be open for acceptance for at least 21 days) to purchase the same proportion of the other Equity Shares held by the Managers as Leagas Delaney is selling at the Specified Price, and which offer every offeree shall be bound within 28 days of the making of such offer to him either to accept or reject in writing (and in default of so doing shall be deemed to have rejected the offer), and

13 1 2 before the transfer is registered each such accepted offer is completed and the consideration thereunder paid (except insofar as failure to complete is due to the fault of the offeree)

Provided that the provisions of this Article 13 1 shall not apply to the acquisition of shares by any Group Company or pursuant to Article 12

13 2 **Come Along**

- 13 2 1 If the holder of Leagas Delaney Shares (the "**Selling Shareholder**") wishes to transfer all its interest in Equity Shares (or a proportion of such Shares as would result in a transfer of a Controlling Interest) to a bona fide purchaser on an arm's length basis (the "**Third Party Purchaser**") the Selling Shareholder shall have the option (the "**Come Along Option**") to require all other holders of Equity Shares (the "**Called Shareholders**") to sell with full title guarantee and free from all encumbrances and transfer all their shares to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with this Article 13
- 13 2 2 The Selling Shareholder may exercise the Come Along Option by giving notice to that effect (a "**Come Along Notice**") at any time before the transfer of the shares of the Selling Shareholder. A Come Along Notice shall specify that the Called Shareholders are required to transfer all their Equity Shares (the "**Called Shares**") pursuant to this Article 13 2 2, the person to whom they are to be transferred, the price at which the Called Shares are to be transferred (specified in accordance with Article 13 2 5) and the proposed date of transfer ("**Completion**")
- 13 2 3 A Come Along Notice is irrevocable but the Come Along Notice and all obligations thereunder will lapse if for any reason there is not a sale of shares by the Selling Shareholder to the Third Party Purchaser within 60 days after the date of the Come Along Notice. If a Come Along Notice lapses the Selling Shareholders shall be entitled to give a further Come Along Notice or Notices either in respect of the same Third Party Purchaser or otherwise
- 13 2 4 After a Come Along Notice has been served and before it has lapsed no Called Shareholder may transfer any shares held by him other than in accordance with the Come Along Notice without the consent of the Selling Shareholder
- 13 2 5 The Called Shareholders shall be obliged to sell each of the Called Shares at the price attributed by the offer from the Third Party Purchaser for an Equity Share together with any consideration or benefit receivable by the holders of the Ordinary Shares directly or indirectly for or in connection with the sale of their shares
- 13 2 6 Upon any person, following the issue of a Come Along Notice, becoming a member of the Company pursuant to exercise of a pre-existing option or other right to acquire shares in the Company (a "**New Member**"), a Come Along Notice shall be deemed to have been served upon the New Member on the same terms as the previous Come Along Notice and the New Member shall thereupon be bound to sell and transfer all such shares acquired by them to the Third Party Purchaser or as the Third Party Purchaser may direct and the provisions of this Article 13 shall apply mutatis mutandis to the New Member
- 13 2 7 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Selling Shareholder's Equity Shares unless -
- (a) all of the Called Shareholders and the Selling Shareholder agree otherwise, or
 - (b) that date is less than 3 days after the Come Along Notice where it shall be deferred until the third day after the Come Along Notice
- 13 2 8 The rights of pre-emption set out in these Articles shall not arise on any transfer of shares to a Third Party Purchaser (or as he may direct) pursuant to a sale in respect of which a Come Along Notice has been duly served
- 13 2 9 If any holder of Equity Shares does not on completion of the sale of Called Shares execute transfer(s) in respect of the Called Shares held by him any director of Leagas

Delaney shall be irrevocably entitled to and shall authorise and instruct such person as it shall think fit to execute necessary transfer(s) (and any other documents required to be executed by the Selling Shareholder on the sale of their Called Shares) on his behalf and against receipt by the Company (on trust for such member) of the purchase monies for the Called Shares deliver such transfer(s) to the Third Party Purchaser (or as he may direct) and register the Third Party Purchaser (or as he may direct) as the holder thereof and, after the Third Party Purchaser (or his nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person

- 13 3 All other regulations of the Company relating to the transfer of shares and the right to registration of transfers shall be read subject to the provisions of this Article 13

14 VOTING AND GENERAL MEETINGS

- 14 1 Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these Articles, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a representative not being himself a member, shall have one vote, and on a poll every member who is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall (except as hereinafter provided) have one vote for every share in the capital of the Company of which he is the holder
- 14 2 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before, or on the declaration of the result of, the show of hands) demanded by the Chairman of the meeting or by any Shareholder present in person or by proxy Unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the Minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution The demand for a poll may be withdrawn
- 14 3 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall not be entitled to a second or casting vote
- 14 4 Regulation 62 of Table A shall be modified by the substitution in paragraph (a) of the words "at any time" in place of "48 hours" and by the substitution in paragraph (b) of the words "at any time" in place of "24 hours"

15 EXTRAORDINARY GENERAL MEETING ON MEMBERS' REQUISITION

- 15 1 In addition to any relevant provisions of the Act, the Directors shall forthwith proceed to convene an extraordinary general meeting of the Company on the requisition of holders of not less than 10% by nominal value of the Shares in issue at the date of deposit of the requisition, such meeting to be convened for such date as is specified in the requisition or as soon thereafter as the Act permits
- 15 2 The requisition must state the objects of the meeting, and must be signed by the requisitionists and deposited at the registered office of the Company, and may consist of several documents in like form each signed by one or more requisitionists
- 15 3 If the Directors do not within seven days from the date of the deposit of the requisition proceed to convene a meeting in accordance with this Article, the requisitionists, or any of them representing more than one half of the total voting rights of all of them, may themselves convene a meeting, but any meeting so convened shall not be held after the expiration of three months from that date
- 15 4 A meeting convened under this Article by requisitionists shall be convened in the same manner, as nearly as possible, as that in which meetings are to be convened by Directors
- 15 5 Any reasonable expenses incurred by the requisitionists by reason of the failure of the Directors to convene a meeting in accordance with this Article shall be repaid to the requisitionists by the Company, and any sum so repaid shall be retained by the Company out of any sums due or to

become due from the Company by way of fees or other remuneration in respect of their services to such of the Directors as were in default

16 DIRECTORS

- 16 1 The number of Directors (other than alternate Directors) shall not be less than two nor more than twelve Regulation 64 of Table A shall not apply
- 16 2 The Directors shall not be subject to retirement by rotation and Regulations 73 to 75 (inclusive) and the last sentence of Regulation 84 of Table A shall not apply and Regulations 76 to 79 (inclusive) shall be amended accordingly
- 16 3 The quorum necessary for the transaction of business of the Directors shall be half of the total number (where the total number is an odd number, the nearest higher even number) of Directors holding office from time to time (subject to the minimum number being two)
- 16 4 In the event of a quorum not being present or ceasing to be present, the meeting shall be adjourned to the same day in the next week at the same time and place and such Directors as may be present at such adjourned meeting shall constitute a quorum
- 16 5 Any Director able to participate in the proceedings of a meeting by means of a communication device (including, without limitation, a telephone) which allows all the other Directors present at such meeting (whether in person or by proxy or by means of such type of communication device) to hear at all times such Director and such Director to hear at all times all other Directors present at such meeting (whether in person or by proxy or by means of such type of communication device) shall be deemed to be present at such meeting and shall be counted when reckoning a quorum
- 16 6 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit provided that all meetings of the Directors shall be held within the United Kingdom A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors Unless a majority of the Directors or their duly appointed alternates present in the United Kingdom shall agree to the holding of a meeting by shorter notice, at least 72 hours' notice of every meeting of Directors shall be given either in writing or by fax or other means of visible communication to each Director Regulation 88 of Table A shall be amended accordingly
- 16 7 A person may be appointed a Director notwithstanding that he shall have attained the age of seventy years and no Director shall be liable to vacate office by reason of his attaining that or any other age
- 16 8 At any meeting of the Directors each Director (or his alternate Director) present at the meeting shall be entitled to one vote
- 16 9 In the case of an equality of votes at any meeting the Chairman of such meeting shall be entitled to a second or casting vote
- 16 10 Subject to the provisions of Section 317 of the Act, a Director (including an alternate Director) may contract with and participate in the profits of any contract or arrangement with the Company as if he were not a Director A Director shall also be capable of voting in respect of such contract or arrangement, where he has previously disclosed his interest to the Company, or in respect of his appointment to any office or place of profit under the Company or of the arrangement of the terms thereof and may be counted in the quorum at any meeting at which any such matters is considered Regulations 94 to 96 (inclusive) of Table A shall not apply
- 16 11 A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form, each signed by one or more of the Directors, but so that the expression "Director" in this Article shall not include an alternate Director Regulation 93 of Table A shall not apply

16 12 The Directors may by resolution exercise all the powers of the Company to make provision (in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or any subsidiary of the Company) for the benefit of persons employed or formerly employed by the Company or that subsidiary

16 13 A Director and an alternate Director shall not be required to hold any shares, but nevertheless shall be entitled to attend and speak at any general meeting of the Company

17 **ALTERNATE DIRECTORS**

17 1 Each Director shall have the power at any time to appoint as an alternate Director either another Director or any other person approved for that purpose by a resolution of the Directors (such approval not to be unreasonably withheld), and, at any time, to terminate such appointment. Every appointment and removal of an alternate Director shall be in writing signed by the appointor and (subject to any approval required) shall (unless all the Directors agree otherwise) only take effect upon receipt of such written appointment or removal at the registered office of the Company

17 2 An alternate Director so appointed shall not be entitled as such to receive any remuneration from the Company except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, but shall otherwise be subject to the provisions of these Articles with respect to Directors. An alternate Director shall during his appointment be an officer of the Company and shall not be deemed to be an agent of his appointor

17 3 An alternate Director shall (subject to his giving to the Company an address at which notice may be served upon him) be entitled to receive notices of all meetings of the Directors and of any committee of the Directors of which his appointor is a member and to attend and to vote as a Director at any such meeting at which his appointor is not personally present and generally in the absence of his appointor to perform and exercise all functions, rights, powers and duties as a Director of his appointor and to receive notice of all general meetings. Regulation 66 of Table A shall not apply

17 4 The appointment of an alternate Director shall automatically determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor shall cease for any reason to be a Director otherwise than by retiring and being re-appointed at the same meeting. Regulation 67 of Table A shall not apply

17 5 A Director or any other person may act as alternate Director to represent more than one Director and an alternate Director shall be entitled at meetings of the Directors or any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present. The last sentence of each of Regulations 88 and 89 of Table A shall not apply

18 **DISPUTES**

In the event of disagreement as to whether any dividend shall be due under the provisions of these Articles or as to the amount of such dividend any such disagreement shall be referred to an umpire (acting as expert and not as arbitrator) nominated by the parties concerned (or in the event of disagreement, nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales on application by any such party) whose decision shall be final and binding and the costs of such umpire shall be borne as such umpire shall direct or, in the absence of any such direction, equally by the parties to the dispute or disagreement

19 **NOTICES**

19 1 Every Director of the Company and every alternate Director shall, upon supplying the Company with an address for the giving of notices therefore, be entitled to receive notices of general meetings, provided always that non-receipt of any such notice by any Director or alternate Director shall not invalidate the proceedings at the meeting convened by such notice

19 2 A notice may be given (i) by the Company to any Shareholder or Director either by hand delivery or by sending it in a prepaid envelope by recorded delivery or registered post or by facsimile or telex to him or to his registered address or to the address supplied by him to the Company for the giving of notice to him or (ii) to the Company for the purpose of these Articles by like method at its registered office for the time being Where a notice is delivered by hand service shall be deemed to be effective at the time of delivery, where notice is sent by post, service of the notice shall be deemed to be effected forty-eight hours after the letter containing the same is posted Where a notice is sent by facsimile or telex, service of the notice shall be deemed to be effected one hour after despatch provided in each case that the time of deemed service shall be a business day

19 3 In the event of a notice arriving at a time which is not a business day, it shall be deemed served on the first business day after that In proving service it shall be sufficient to prove -

19 3 1 in the case of a letter, that the letter was properly stamped, addressed and placed in the post or delivered by hand,

19 3 2 in the case of a telex or facsimile message that it was duly despatched provided the sender obtains confirmation of transmission

20 INDEMNITY

Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation to it, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Sections 144 and 727 of the Act, in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation to it This Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act Regulation 118 of Table A shall not apply

21 CONFLICTS OF INTEREST

Interests in transactions and arrangements with the Company

21 1 Subject to the provisions of the Act, to Articles 21 7 to 21 15, and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office -

21 1 1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested,

21 1 2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested, and

21 1 3 shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit

21 2 For the purposes of Article 21 11 -

21 2 1 a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified, and

21 2 2 an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his

21 3 For the purposes of this Article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting

21 4 Subject to Article 21 5, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairman whose ruling in relation to any Director other than the Chairman is to be final and conclusive

21 5 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairman, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

21 6 Subject to -

21 6 1 the provisions of Sections 177 and 182 of the Act, and

21 6 2 to the terms of any authorisation of a conflict made in accordance with the provisions of, Articles 21 7 to 21 15

a Director may vote at any meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty. The Director shall be counted in the quorum present at a meeting when any such resolution is under consideration and if he votes his vote shall be counted

Powers of Directors to authorise conflicts of interest

21 7 The Directors may authorise, to the fullest extent permitted by law, any matter proposed to them which would otherwise result in a Director infringing his duty under section 175 of the Act to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest

21 8 Authorisation of a matter under Article 21 7 is effective only if -

21 8 1 the matter has been proposed to the Directors by its being submitted in writing for consideration at a meeting of the Directors or for the authorisation of the Directors by resolution in writing and in accordance with the Board's normal procedures or in such other manner as the Board may approve,

21 8 2 any requirement as to quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question and any other interested Director, and

21 8 3 the matter has been agreed to without the Director in question and any other interested Director voting or would have been agreed to if their votes had not been counted

21 9 Any authorisation of a matter under Article 21 7 shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised

21 10 The Board may authorise a matter pursuant to Article 21 7 on such terms and for such duration, or impose such limits or conditions on it, as it may decide and vary the terms or duration of such an authorisation (including any limits or conditions imposed on it) or revoke it. A Director shall comply with any obligations imposed on him by the Directors pursuant to any such authorisation

21 11 Any terms imposed by the Board under Article 21 10 may include (without limitation) -

21 11 1 whether the Director may vote (or be counted in the quorum) at a meeting of the Board or any committee or sub-committee of the Board in relation to any resolution relating to the relevant matter,

- 21 11 2 whether the Director is to be given any documents or other information in relation to the relevant matter, and
- 21 11 3 whether the Director is to be excluded from discussions in relation to the relevant matter at a meeting of the Board or any committee or sub-committee of the Board or otherwise
- 21 12 The Director shall not be required to disclose any confidential information obtained in relation to the relevant matter (other than through his position as a Director of the Company) to the Company or to use or apply it in performing his duties as a director if to do so would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter
- 21 13 A Director does not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act if he acts in accordance with such terms, limits and conditions (if any) as the Board may impose in respect of its authorisation of the Director's conflict of interest or possible conflict of interest under Article 21 7
- 21 14 A Director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any matter authorised by the Directors under Article 21 7 and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such benefit
- 21 15 A reference in these Articles to a conflict of interest includes a conflict of interest and duty and a conflict of duties