

Company number 06026344

SPECIAL RESOLUTION

OF

BOAT INTERNATIONAL GROUP LIMITED (the "Company")

Passed on 4th September 2009

The following resolution was duly passed as a special resolution on 4th September 2009 by way of written resolution under Chapter 2 of Part 13 of the Companies Act 2006.

A copy of the written resolution is attached.

SPECIAL RESOLUTION

THAT new Articles of Association, in the form appended to this Resolution, be adopted in substitution for the existing Articles of Association of the Company.

Signed.....

Director/Company secretary



COPY

Company number 06026344

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

BOAT INTERNATIONAL GROUP LIMITED (the "Company")

CIRCULATION DATE

3rd September 2009

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

SPECIAL RESOLUTION

THAT new Articles of Association, in the form appended to this Resolution, be adopted in substitution for the existing Articles of Association of the Company.

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 3rd September 2009, hereby irrevocably agrees to the Resolution:

Signed by **Sir Thomas David Guy**

Arculus

Date

.....
.....

.....

COPY

Signed by **Anthony Charles Harris**

Date

Signed by

(print name of signatory)

duly authorised for and on behalf of

August Equity Partners I GP

Limited

Date

Signed by **David Joseph**

Date

NOTES

1. If you agree with the Resolution, 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 Alastair Gunn, Greenwoods Solicitors LLP, Monkstone House, City Road, Peterborough, PE1 1JE.
- **Post:** returning the signed copy by post to Alastair Gunn, Greenwoods Solicitors LLP, Monkstone House, City Road, Peterborough, PE1 1JE.
- **E-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to agunn@greenwoods.co.uk (please enter "Written resolution dated 3rd September 2009" in the e-mail subject box) and returning the original to Alastair Gunn, Greenwoods Solicitors LLP, Monkstone House, City Road, Peterborough, PE1 1JE
- **Fax:** by faxing a copy of the signed document marked for the attention of Alastair Gunn to 01733 887772 and returning the original to Alastair Gunn, Greenwoods Solicitors LLP, Monkstone House, City Road, Peterborough, PE1 1JE

If you do not agree to the Resolution, 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 Resolution, you may not revoke your agreement.

3. Unless, by 30th September 2009, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, 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.

21.

COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

(Adopted by Special Resolution passed on *4th September* 2009)

of

BOAT INTERNATIONAL GROUP LIMITED

Company Number 6026344

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COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

(Adopted by Special Resolution passed on 4th September 2009)

of

BOAT INTERNATIONAL GROUP LIMITED

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 The Companies (Tables A to F) Amendment Regulations 1985 and The Companies Act 1985 (Electronic Communications) Order 2000 (hereinafter called "Table A") prior to 1 October 2007 shall apply to the Company, save insofar 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" where it first appears in the last paragraph of that Regulation and the sentence "Any reference to any statutory provision shall be deemed to include a reference to each and every 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 Regulations 54, 62, 73 to 77 (inclusive), 80, 82, 94 to 98 (inclusive) and 118 of Table A shall not apply to the Company.

2. Definitions

In these Articles the following words and expressions shall have the following meanings

2006 Act: means the Companies Act 2006 including any statutory modification or re-enactment for the time being in force,

Acceptance Period: a period during which an offer made under Article 9.3 is open for acceptance,

Acquisition Loan Stock Instrument: the instrument of the Company dated 4th September 2009 constituting £4,500,000 nominal amount of unsecured acquisition loan stock 2016 of the Company,

Adjusted Profits: a sum equal to the Consolidated Profit of the Group for the financial year in question after adding back -

- (i) the proportion of profits or gains which is attributable to joint ventures, associated undertakings or other minority interests in Group Companies, or
- (ii) the amortisation or writing off of goodwill arising on consolidation

Bad Leaver: an Employee who is a holder of Preferred Shares or Ordinary Shares who ceases to be an Employee, but is not a Good Leaver or an Early Leaver,

Bank: Lloyds TSB Bank plc,

B Bad Leaver: an Employee who is a holder of B Ordinary Shares and who is not also a holder of Preferred Shares or Ordinary Shares who ceases to be an Employee, but is not a B Good Leaver,

B Good Leaver: an Employee is a holder of B Ordinary Shares who ceases to be an Employee at any time after the period of twenty-four months following the date on which he became an Employee (whether before or after the date on which the Employee became a Member) in any of the following circumstances -

- (a) retirement on or after reaching retirement age in accordance with his terms of employment,
- (b) death,
- (c) ill health or permanent disability,
- (d) redundancy, or
- (e) the sale or disposal of more than 50% in nominal value of the ordinary share capital of and/or more than 50% of the voting rights in a subsidiary which employs such Employee or the sale or disposal of that part of the business by which he is employed,

B Ordinary Shares: B ordinary shares of 1p each in the capital of the Company,

B Ordinary Shareholders: the holders for the time being of the issued B Ordinary Shares,

Business day: any day other than a Saturday, a Sunday or any other day which is a public holiday in England,

Chairman: the chairman of the board of directors of the Company from time to time,

Company: includes any body corporate,

Compulsory Seller: as defined in Article 10.1,

Conflict Situation: a situation in which a director has, or can have, a direct or indirect interest that conflicts, or may possibly conflict, with the interests of the Company, including in relation to the exploitation of any property, information or opportunity and regardless of whether the Company could take advantage of the property, information or opportunity itself, but excluding a situation which could not reasonably be regarded as likely to give rise to a conflict of interest,

Consolidated Profit: the consolidated profit of the Group after interest and taxation but before the payment of any dividend or other distribution on, or in respect of, any share in the capital of the Company or any Group Company or for the transfer of any sum to reserves (as disclosed by the consolidated Group Accounts prepared in accordance with UK GAAP),

Default: means (i) the notification by the Bank to the Company of a Event of Default or a Default (as such terms are defined in the Mezzanine Facility Agreement and/or the Senior Facility Agreement) in respect of which the Bank has indicated remedial action is required to be undertaken if it is not to trigger its rights under the Mezzanine Facility Agreement and/or the Senior Facility Agreement in respect of such Event of Default or Default, such Default to be deemed to continue until such time as the Bank withdraws such notification, or (ii) an Event of Default occurring under the Investor Loan Stock Instrument or the Acquisition Loan Stock Instrument,

Early Leaver: an Employee who is a holder of Preferred Shares or Ordinary Shares who ceases to be an Employee at any time during the period of six months following the date on which he becomes a Member in any of the following circumstances

- (a) death,
- (b) ill health or permanent disability,
- (c) resignation in order to care for spouse or child who is suffering from a severe and/or persistent illness or disability (such illness or disability manifesting itself after the date which is the later of the date on which the Employee became a Member and the date of adoption of these Articles),
- (d) redundancy, or
- (e) the sale or disposal of more than 50% in nominal value of the ordinary share capital of and/or more than 50% of the voting rights in the subsidiary which employs such Employee, or the sale or disposal of that part of the business by which he is employed,

Employee: an individual who is employed by, or is a director of, the Company or any of its subsidiaries or an individual whose services are otherwise made available to the Company or any of its subsidiaries (and "employment" shall be construed accordingly to include such an arrangement),

employee benefit trust: a trust established, with the prior written approval of an Investor Director, for the purpose of enabling or facilitating transactions in shares in the Company between, and/or the acquisition of beneficial ownership of such shares by, any of the following persons -

- (a) the bona fide employees or former employees of the Company or of any subsidiary of the Company, or
- (b) the wives, husbands, widows, widowers, children or stepchildren under the age of eighteen of any such employees or former employees,

Excluded Person:

- (a) any Employee whose employment or directorship with the Company (or any subsidiary of the Company) is subject to notice of termination,
- (b) any person who was, but has ceased to be, an Employee,

- (c) any Related Party of any person within (a) or (b) above,

Facility Agreements: means the Mezzanine Facility Agreement and the Senior Facility Agreement,

Family Members: in relation to any person, the spouse, parents and every child and remoter descendant of that person (including stepchildren and adopted children),

Family Trust: in relation to any person, trusts established by that person in relation to which only such person and/or Family Members of that person are capable of being beneficiaries thereof,

Financing Documents: the Senior Facility Agreement and the Mezzanine Facility Agreement,

Financial year and financial period: an accounting reference period (as defined by the Act) of the Company,

Flotation: the effective admission of ordinary shares of the Company to trading on the London Stock Exchange plc's market for listed securities or to trading on any other investment exchange in respect of which a recognition order has been made under Financial Services and Markets Act 2000 Section 290,

Good Leaver: an Employee who is a holder of Preferred Shares or Ordinary Shares who ceases to be an Employee at any time after the period of six months following the date on which he became a Member in any of the following circumstances -

- (a) retirement on or after reaching retirement age in accordance with his terms of employment,
- (b) death,
- (c) ill health or permanent disability,
- (d) resignation in order to care for spouse or child who is suffering from a severe and/or persistent illness or disability (such illness or disability manifesting itself after the date which is the later of the date on which the Employee became a Member and the date of adoption of these Articles,
- (e) redundancy,
- (f) dismissal in circumstances that are determined by an Employment Tribunal or Court to be or to amount to wrongful dismissal, unfair dismissal, or in the case of a non-executive director or consultant only, to be repudiatory breach by the employing company of such employment contract, or
- (g) the sale or disposal of more than 50% in nominal value of the ordinary share capital of and/or more than 50% of the voting rights in a subsidiary which employs such Employee or the sale or disposal of that part of the business by which he is employed,

Investment Agreement: the agreement dated 15 December 2006 made between the Company (1) Anthony Harris and others (2), August Equity Partners I (previously August Equity Partners IV LP) (3) and August Equity LLP (previously August Equity Limited) (4), as amended, supplemented, adhered to or restated from time to time,

Investor: August Equity Partners I (formerly August Equity Partners IV LP) holding Shares who has agreed to be bound by the Investment Agreement as an "Investor" (as defined therein),

Investor Affiliate: any person to whom the Investor is entitled to transfer shares in accordance with Article 8.1.3 or 8.1.4,

Investor Director: a director appointed pursuant to Article 16.1,

Investor Loan Stock Instrument: the instrument of the Company dated 15 December 2006 constituting £12,780,000 nominal amount of unsecured loan stock 2016 of the Company,

Member: a holder of Shares,

a member of the same group: as regards any company, a company which is for the time being a holding company or a subsidiary of that company or of any such holding company,

Mezzanine Facility Agreement: means the mezzanine facility agreement dated on or about the date of these Articles between the Bank (1) and the Company (2) for the provision of £3,000,000,

Ordinary Shares: ordinary shares of 1p each in the capital of the Company,

Ordinary Shareholders: the holders for the time being of the issued Ordinary Shares,

Participating Dividend: shall have the meaning given to it in Article 4.1.1,

Preferred Shares: preferred ordinary shares of 1p each in the capital of the Company,

Preferred Shareholders: the holders for the time being of the issued Preferred Shares,

Prescribed Price:

- (a) in respect of Shares to be sold pursuant to Article 10, the price per Sale Share of the relevant class determined in accordance with that Article, or
- (b) in all other cases, the price per Sale Share of the relevant class specified in the Transfer Notice or (if no price is specified) the price per Sale Share agreed or determined pursuant to Article 9.2,

Proposing Transferor: a Member proposing to transfer Shares or any interest therein,

Purchaser: a person willing to purchase Shares comprised in a Transfer Notice,

Realisation: a Flotation or a Sale,

Realisation Date:

- (a) in the case of Flotation, the date on which dealings commence in respect of

the shares the subject of the Flotation, or

- (b) in the case of a Sale, completion of the Sale,

Related Party: in respect of any person -

- (a) that person's personal representatives,
- (b) any Family Member of that person,
- (c) the trustee(s) of a Family Trust of that person, and
- (d) any nominee of any of the above,

Relevant Shares: (so far as the same remain held by the trustees of any Family Trusts) the Shares originally transferred or issued to the trustees and any additional Shares issued to such trustees by way of capitalisation or acquired by such trustees on the exercise of any right or option granted or arising by virtue of the holding of the Relevant Shares or any of them,

Sale:

- (a) the sale of all of the issued Preferred Shares, Ordinary Shares and B Ordinary Shares to a single purchaser (or to one or more purchasers as part of a single transaction), or
- (b) the sale of less than all of the issued Preferred Shares, Ordinary Shares and B Ordinary Shares in circumstances where the purchaser or purchasers is or are (or will upon the agreement or agreements for such sale or any offer to purchase becoming unconditional be) entitled to acquire that part of the issued Preferred Shares, Ordinary Shares and B Ordinary Shares not agreed to be acquired pursuant to such agreement or agreements or offer in accordance with the provisions of Part XIII A of the Companies Act 1985 or pursuant to the provisions of Article 11,

Sale Shares: all Shares comprised in a Transfer Notice,

Senior Facility Agreement: the senior facility agreement dated on or about the date of these Articles between the Bank (1) and the Company (2) for the provision of £12,000,000 of term loans and £1,000,000 of revolving credit loans,

Shares: shares of any class in the Company,

Subscription Price: in respect of any Share, the amount paid or credited as paid up on that share, including sums paid, or credited as paid, by way of premium,

Transfer Notice: a written notice served or deemed to be served by a Member on the Company in accordance with Article 8.3, 9 or 10,

3. **Share capital**

The share capital of the Company at the date of adoption of these Articles is £10,000 divided into 620,000 Preferred Shares, 350,000 Ordinary Shares and 30,000 B Ordinary Shares

4. Share rights

The Preferred Shares, Ordinary Shares and B Ordinary Shares shall have, and be subject to, the following rights and restrictions

4.1 Income

4.1.1 The Preferred Shareholders shall be entitled to a cumulative participating net cash dividend in respect of each financial year of the Company ending on or after 31 December 2011 of such sum (if any) as equals twenty per cent of the Adjusted Profits for such financial year, to be distributed amongst them according to the number of Preferred Shares held by them respectively, being the "Participating Dividend" The Participating Dividend shall be payable on the last day of the fifth month after the end of the Company's financial year to which such Participating Dividend relates, with the first such dividend (if any) to be payable on the last day of the fifth month after the end of the Company's financial year 2011 in respect of the Adjusted Profits for the financial year ending on 31 December 2011

4.1.2 Sums distributed by the Company in or in respect of any financial year shall, to the extent sufficient for the purpose, be applied in the following order of priority

4.1.2.1 first, in paying any arrears deficiency or accruals of the Participating Dividend,

4.1.2.2 secondly, in paying the Participating Dividend (if any) payable in respect of that year, and

4.1.2.3 the residue of any sums available for distribution by the Company shall be distributed amongst the Preferred Shareholders, the Ordinary Shareholders and the B Ordinary Shareholders in proportion to the number of Preferred Shares, Ordinary Shares or B Ordinary Shares (as the case may be) held by them respectively

4.1.3 Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying dividends by the Companies Act 1985, the Participating Dividend shall be due and payable on the dates stipulated and notwithstanding the fact that they are expressed to be "cumulative" the amounts due and payable on those dates shall and without any resolution of the directors or the Company in general meeting (and notwithstanding anything contained in Regulations 102 to 105 (inclusive) of Table A) become a debt due from and immediately payable by the Company to the Preferred Shareholders entitled to such dividend(s)

In the event of a Realisation, the Participating Dividend shall be paid in respect of the whole number of calendar months elapsed in the calendar year of Realisation by reference to the Adjusted Profits derived from the management accounts for that period

4.2 Capital

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

- 4.2.1 first, in paying any arrears, deficiencies or accruals of Participating Dividend,
- 4.2.2 second, in repaying to the Preferred Shareholders, the Ordinary Shareholders and the B Ordinary Shareholders (pari passu as if the same constituted one class of share) the Subscription Price of each Preferred Share, Ordinary Share and B Ordinary Share held, and
- 4.2.3 third, the balance (if any) shall be distributed amongst the Preferred Shareholders, the Ordinary Shareholders and the B Ordinary Shareholders in proportion to the numbers of such Shares held by them respectively

4.3 Voting

- 4.3.1 Subject to Article 4.3.2 on a show of hands every Preferred Shareholder or Ordinary Shareholder who (being an individual) is present in person or (being a corporation) is present by a representative shall have one vote and on a poll every Preferred Shareholder or Ordinary Shareholder who is present in person or by a proxy or (being a corporation) by a representative shall have one vote for every Preferred Share Or Ordinary Share of which he is the holder
- 4.3.2 In the event that a Default has occurred and the Preferred Shareholders deliver a notice (a "**voting adjustment notice**") to that effect to the Company then the voting rights attaching to the Ordinary Shares shall be amended with effect from the date of the voting adjustment notice to the effect that the Ordinary Shares shall carry no right to vote, provided that the Ordinary Shares will resume carrying a right to vote upon the first to occur of (i) the date on which the Default which triggered such voting adjustment notice is rectified as confirmed in writing by the bank, and (ii) the Preferred Shareholders giving notice to the Company cancelling the voting adjustment notice
- 4.3.3 The B Ordinary Shares shall carry no entitlement to vote and the B Ordinary Shareholders shall not, by virtue of holdings B Ordinary Shares be entitled to attend any general meeting of the Company

5. Issue of new shares

- 5.1 Subject to these Articles and to the provisions of Section 80 of the Companies Act 1985, the Shares shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper
- 5.2 Save in respect of those Shares to be issued pursuant to Clause 14 of the Investment Agreement, the provisions of Sections 89(1) and 90(1) to (6) of

the Companies Act 1985 shall apply to the Company, subject always to the provisions of Section 95 of the Companies Act 1985 with the following modifications

- 5.2.1 the Preferred Shares, the Ordinary Shares and the B Ordinary Shares shall be deemed to be shares of the same class,
- 5.2.2 the holders of relevant shares and relevant employee shares (as defined in Section 94 of the Companies Act 1985) who accept all the equity securities offered to them ("acceptors") shall be entitled to indicate whether they would accept shares not accepted by other offerees, and any such shares shall be allotted to such acceptors in proportion to their respective holdings of relevant shares and relevant employee shares, but so that no acceptor shall be required to accept more shares than he applied for

6. Variation of class rights

- 6.1 Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated either whilst the Company is a going concern, or during or in contemplation of a winding up, with the consent in writing of the holders of three fourths of the issued shares of the class or with the sanction of an Extraordinary Resolution passed at a separate meeting of the holders of that class or, in the case of the Ordinary Shares and B Ordinary Shares, in accordance with Articles 7.2 and Article 7.3 respectively To every such separate meeting all the provisions of these Articles relating to general meetings of the Company shall apply mutatis mutandis except that
 - (a) the necessary quorum shall be at least two persons holding or representing by proxy one third in nominal amount of the issued shares of the class, but so that at any adjourned meeting of such holders at which such a quorum is not present the holder or holders present shall be a quorum, and
 - (b) the holders of shares of the class in question shall on a poll have one vote in respect of every share of the class held by them respectively
- 6.2 Subject to Section 125(3) of the Companies Act 1985, the special rights attaching to the Ordinary Shares as a class may be varied or abrogated ("Variation") by an ordinary resolution of the Company in general meeting only if the special rights attaching to the Preferred Shares as a class are also varied or abrogated in a manner that has substantially the same effect as the Variation
- 6.3 Subject to Section 125(3) of the Companies Act 1985, the special rights attaching to the B Ordinary Shares as a class may be varied or abrogated by an ordinary resolution of the Company in general meeting
- 6.4 The rights attached to any class of Shares shall not (unless otherwise provided by the rights attached to the Shares of that class) be deemed to be varied by the creation or issue of further Shares ranking in some or all respects pari passu therewith (but in no respect in priority thereto) or by the purchase or redemption by the Company of any of its own Shares

7. Transfer of shares

- 7.1 The directors shall be required (subject only to Article 7.2 and to Regulation 24 of Table A) to register promptly any transfer of Shares made in accordance with the provisions of Articles 8, 9, 10 and 11 (to the extent applicable), but shall not register any transfer of Shares not so made
- 7.2 In addition to the circumstances set out in Regulation 24 of Table A in which the directors may refuse to register the transfer of a Share, the directors may also refuse to register the transfer of a Share to a bankrupt, a minor or a person of unsound mind
- 7.3 For the purposes of these Articles the term "**transfer**" shall, unless the context otherwise requires, include
- 7.3.1 a sale or disposal of any legal or equitable interest in a Share, whether or not by the Member registered as the holder of that Share, save in circumstances where a sale or disposal of an equitable interest is required by way of charge in favour of a bank as security for the repayment of monies originally lent by that bank to a Member for the purpose of acquiring or subscribing for such share,
 - 7.3.2 any renunciation or other direction by a Member entitled to an allotment or transfer of Shares that such Shares be allotted, issued or transferred to another person

8. Permitted transfers

8.1 Permitted transfers

Subject to the provisions of Article 7, any Shares may at any time be transferred

- 8.1.1 (in respect of up to one half of the shares held by him) by an Employee holding Ordinary Shares (not being a holder of the Shares concerned as a trustee) to a Family Member of that Employee with the prior written consent of an Investor Director,
- 8.1.2 (in respect of up to one half of the shares held by him) by an Employee holding Ordinary Shares to trustees of a Family Trust of that Employee with the prior written consent of an Investor Director,
- 8.1.3 by an Investor to
 - 8.1.3.1 a member of the same group as that Investor,
 - 8.1.3.2 where the Investor is, or holds shares as trustee or nominee for, or otherwise on behalf of, a partnership, unit trust or other fund (however constituted)
 - (a) the holders of units in, or partners in or members of or investors in such partnership, unit trust or fund,

- (b) a partnership, unit trust or fund which has the same general partner, manager or adviser as such partnership, unit trust or fund, or whose general partner, manager or adviser is a member of the same group as the general partner, manager or adviser of such partnership, unit trust or fund, or
 - (c) a trustee or nominee for any such partnership, unit trust or fund as is referred to in paragraph (b) above,
- 8.1.3.3 an existing investor in a partnership, unit trust or fund referred to in Article 8.1.3.2(b), or
- 8.1.3.4 any other professional institutional investor(s) provided that the prior written consent of the holder(s) of more than 50 per cent of the Ordinary Shares is obtained,
- 8.1.4 by an Investor to a participant in a **"co-investment scheme"** to hold upon the terms of such scheme, being a scheme under which certain officers, employees or partners of an Investor or of its adviser or manager are entitled (as individuals or through a body corporate or any other vehicle) to acquire shares,
- 8.1.5 by a co-investment scheme which holds Shares through a body corporate or another vehicle to
 - 8.1.5.1 another body corporate or another vehicle which holds or is to hold Shares for the co-investment scheme, or
 - 8.1.5.2 an officer, employee or partner entitled to the Shares under the co-investment scheme,
- 8.1.6 by any Member, with the prior written consent of an Investor Director, to the trustee(s) or nominee for the time being of an employee benefit trust,
- 8.1.7 by the trustee(s) or nominees for the time being of an employee benefit trust, with the prior written consent of an Investor Director, to any beneficiary of such employee benefit trust,
- 8.1.8 by any Member in consequence of acceptance of an offer made to that Member pursuant to Article 11.1, or pursuant to a notice given under Article 11.3,
- 8.1.9 by a Member in pursuance of a sale of Shares (whether alone or in combination with the sales of Shares) as described in Article 10, or
- 8.1.10 by a Member in pursuance of a sale of Specified Shares (whether alone or in combination with other sales of Shares) as described in Article 11

8.2 Transfers by trustees of Family Trusts

Where Shares have been transferred under Article 8.1.2 or under Article 8.2.1 or 8.2.2 to trustees of a Family Trust of an Employee, or been issued to trustees of a Family Trust of an Employee, the trustees and their successors may transfer all or any of the Relevant Shares as follow

- 8.2.1 on any change of trustees, the Relevant Shares may be transferred to the trustees for the time being of the Family Trust concerned, or
- 8.2.2 pursuant to the terms of such Family Trust or in consequence of the exercise of any power or discretion vested in the trustees or any other person, all or any of the Relevant Shares may be transferred to the trustees for the time being of any other Family Trust of the same Employee or deceased or former Employee or to any Family Member of the relevant Employee or deceased or former Employee who has become entitled to the Shares proposed to be transferred

8.3 Relevant Shares passing to third parties

In the event that any Relevant Shares held by trustees cease to be held on a Family Trust (otherwise than where an authorised transfer of those Shares has been made) the Member holding the Shares shall notify the directors in writing that that event has occurred and the Member shall be bound, if and when required in writing by the directors to do so, to give a Transfer Notice in respect of the Relevant Shares (but without specifying a Prescribed Price and so that the right of revocation conferred by Article 9.4 shall not apply)

9. Pre-emption

The right to transfer Shares shall (save in respect of transfers made pursuant to Article 8) be subject to the following restrictions

9.1 Transfer Notices

- 9.1.1 Before transferring any Shares the Proposing Transferor shall serve a Transfer Notice on the Company specifying the number and class of Shares in question, and the Transfer Notice shall constitute the Company his agent for the sale of those Shares at the Prescribed Price to any Member or Members Except as provided in this Article, a Transfer Notice once given or deemed to be given shall not be revocable except with the consent of the directors
- 9.1.2 A Transfer Notice
 - 9.1.2.1 may comprise Shares of more than one class,
 - 9.1.2.2 may specify the Prescribed Price per Share (or, where the Transfer Notice comprises Shares of more than one class, the Prescribed Price per Share for each class),
 - 9.1.2.3 shall, if the Proposing Transferor has received any offer to purchase Shares of the same class or classes as the

Sale Shares (whether or not an offer capable of becoming legally binding upon acceptance), within the period of three calendar months prior to service of the Transfer Notice, give the name of the offeror, the number and class (or classes) of Shares concerned and the price (or prices) per Share offered,

9.1.2.4 may not be given by a Member who is an Employee or former Employee, or is a Related Party of an Employee or of a former Employee, unless -

(a) an Investor Director has given written consent, or

(b) the Transfer Notice is required by the directors under Article 8.3, 9.8 or 10, and

9.1.2.5 notwithstanding Article 9.1.2.4, may not be given by an Excluded Person unless required by the directors under Article 83, 98 or 10

9.2 Prescribed Price

9.2.1 Immediately on receipt of a Transfer Notice comprising Preferred Shares, Ordinary Shares or B Ordinary Shares which does not specify a Prescribed Price for such Shares, the directors (other than the Proposing Transferor, if a director), shall seek to agree the Prescribed Price with the Proposing Transferor. In the event that the Prescribed Price is not agreed within 10 business days of receipt of the Transfer Notice by the Company the directors shall request the auditors of the Company (acting as experts and not as arbitrators) to certify the Prescribed Price

9.2.2 The auditors shall within 10 business days of such a request certify to the Company the Prescribed Price, being (subject to Article 10.2) the value of each Preferred Share, Ordinary Share or B Ordinary Share (as the case may be) calculated on the following basis

9.2.2.1 by determining the sum which a willing purchaser would offer to a willing vendor for the whole of the issued share capital of the Company,

9.2.2.2 by dividing the resultant figure between the number of Preferred Shares, Ordinary Shares and B Ordinary Shares,

9.2.2.3 by dividing the sum attributable to the Shares of the relevant class by the number of Shares of that class in issue,

9.2.2.4 by making such adjustment (if any) as the auditors of the Company consider necessary to allow for any rights which may be outstanding under which any person is entitled to call for the issue of further Shares, and

9.2.2.5 by making no adjustment to reflect any premium or discount otherwise arising in relation to the size of the holding the subject of the Transfer Notice or in relation to any restrictions on the transferability of the Shares

9.2.3 The costs of the auditors in respect of the certification of the Prescribed Price shall be borne by the Company

9.3 Offer of Sale Shares

9.3.1 The Sale Shares shall, within 10 business days following receipt of the Transfer Notice or (in a case falling within Article 9.2.1) agreement or certification of the Prescribed Price, be offered by the Company in accordance with Article 9.3.2 for purchase at the Prescribed Price. All offers shall be made by notice in writing and limit a time (being between 10 and 15 business days, inclusive or, in the event that the Transfer Notice has been required to be given pursuant to Article 10 within 6 weeks) within which the offer must be accepted or, in default, will be deemed to have been declined

9.3.2 Offers

The Company shall offer the Sale Shares in the following priority

9.3.2.1 in the case of Preferred Shares

- (a) to the holders of Preferred Shares, and, subject thereto
- (b) to the holders of Ordinary Shares,

9.3.2.2 in the case of Ordinary Shares

- (a) first, if so resolved by the directors with the prior written consent of an Investor Director, to one or more of the existing Employees, persons whom it is proposed should be appointed Employees, and the trustee(s) or nominee of an employee benefit trust,
- (b) secondly, to the other holders of Ordinary, and subject thereto
- (c) to the holders of Preferred Shares,

9.3.2.3 In the case of B Ordinary Shares

- (a) first, if so resolved by the directors with the prior written consent of an Investor Director, to one or more of the existing Employees, persons whom it is proposed should be appointed Employees, and the trustee(s) or nominee of an employee benefit trust,
- (b) secondly, to the other holders of Ordinary, and subject thereto

(c) to the holders of Preferred Shares,

provided that no Sale Shares shall be offered to the Proposing Transferor, any Related Party of the Proposing Transferor or any Excluded Person

9.3.3 An offer made under Article 9.3.2 shall be made on the following basis (and so that each class of Sale Shares, if more than one, shall be offered separately for the purposes of this Article)

9.3.3.1 if there is more than one holder of any class of shares ("**the relevant class**") to whom an offer is to be made pursuant to Article 9.3.2 the Shares on offer shall be offered to such holders in proportion as nearly as may be to their existing holdings of Shares of the relevant class, and the directors' decision as to the number of Shares which shall be "in proportion as nearly as may be to their existing holdings of Shares of the relevant class" shall be conclusive,

9.3.3.2 any Member to whom Sale Shares are offered may accept all or some only of the Sale Shares offered to him,

9.3.3.3 each Member to whom the offer is made (if more than one) shall be invited to indicate whether, if he accepts the number of Sale Shares offered to him pursuant to this Article 9.3, he wishes to purchase any Sale Shares offered to other Members in the same offer which they decline to accept (such Sale Shares being referred to as "**excess Shares**") and if so the maximum number which he wishes to purchase,

9.3.3.4 if there are any excess Shares they shall be allocated between the Members who have indicated that they wish to purchase excess Shares. If the number of excess shares available is insufficient the excess Shares shall be allocated between the Members seeking to purchase them as follows

(a) any Member who has sought to purchase no more than his proportionate entitlement of excess Shares (calculated by reference to the proportion of the total holdings of Shares of the relevant class of Members seeking to purchase excess Shares represented by that Member's holding) shall be allocated all the excess Shares he sought to purchase, and

(b) any Member or Members who sought to purchase more than their proportionate entitlement shall have the number of excess Shares applied for scaled down and (if more than one) in proportion to their respective holdings of Shares of the relevant class, and

- 9.3.3.5 subject to the provisions of this Article, the Purchasers shall be bound to purchase the Sale Shares allocated to them under the provisions of this Article 9 3 at the Prescribed Price

9.4 Notice to Proposing Transferor

Not later than 5 business days following the expiration of the last Acceptance Period the Company shall give written notice to the Proposing Transferor stating

- 9.4.1 if it is the case, that no Purchaser has been found for any of the Sale Shares, or, otherwise

- 9.4.2 the number of Sale Shares which Members have sought to purchase, giving the name and address of each Purchaser and the number of Sale Shares to be purchased by him,

and so that if Purchasers have been found for some only of the Sale Shares the Proposing Transferor may within five business days of service on him of notice under this Article 9 4 revoke his Transfer Notice by written notice to the Company

9.5 Transfer by Proposing Transferor

- 9.5.1 In the event that the Proposing Transferor is given notice under Article 9.4.2 (and subject to the Proposing Transferor not revoking his Transfer Notice in accordance with Article 9.4, where possible) the Proposing Transferor shall be bound on payment of the Prescribed Price to transfer the Shares in question to the respective Purchasers The sale and purchase shall be completed at the registered office of the Company during normal business hours on the first business day after the expiry of 10 business days from the date of service of notice under Article 9.4.2

- 9.5.2 If a Proposing Transferor, having become bound to transfer any Shares to a Purchaser, shall fail to do so the directors may authorise any individual to execute on behalf of and as attorney for the Proposing Transferor any necessary instruments of transfer and shall register the Purchaser as the holder of the Shares. The Company's receipt of the purchase money shall be a good discharge to the Purchaser, and the Company shall thereafter hold the same on trust for the Proposing Transferor. After the name of the Purchaser has been entered in the register of members in purported exercise of these powers, the validity of the proceedings shall not be questioned by any person

- 9.5.3 The Proposing Transferor may transfer Sale Shares to any person or persons in the following circumstances

- 9.5.3.1 if the Company shall fail to find a Purchaser or Purchasers for any of the Sale Shares pursuant to Article 9.3, the Proposing Transferor may transfer all or any of the Sale Shares, and

- 9.5.3.2 if the Company shall find a Purchaser or Purchasers for some (but not all) of the Sale Shares and shall serve notice accordingly under Article 9.4 the Proposing Transferor may transfer all or any of the Sale Shares for which no Purchaser has been found, but so that if the Proposing Transferor revokes his Transfer Notice under Article 9.4 he may transfer all (but not some only) of the Sale Shares,

subject to the following restrictions

- 9.5.3.3 Shares may not be transferred after the expiry of three calendar months after the date on which notice is given under Article 9.4,
- 9.5.3.4 the Shares must be transferred in a bona fide arm's length transaction at a price not less than the Prescribed Price, the directors may require to be satisfied that the Shares are being transferred in pursuance of a bona fide transaction for the consideration stated in the instrument of transfer without any deduction, rebate or allowance to the purchaser,
- 9.5.3.5 the provisions of Article 11.2 shall still apply to such transfer, and
- 9.5.3.6 no Shares may be transferred, pursuant to this Article 9.5 by any person who is an Excluded Person, unless the directors resolve to approve such transfer

9.6 Transmission of Shares

A person entitled to a Share in consequence of the death, bankruptcy, receivership or liquidation of a Member shall be bound if called upon in writing to do so by the directors not later than 90 business days after the directors receive notice from the person concerned that he has become so entitled to give a Transfer Notice (without specifying a Prescribed Price) in respect of all the Shares then registered in the name of the deceased or insolvent Member. Such a Transfer Notice shall not be capable of revocation under the provisions of Article 9.4. Regulations 29 to 31 of Table A shall take effect accordingly.

9.7 Member becoming Excluded Person

In the event that any Member becomes an Excluded Person the directors may at any time thereafter by notice in writing to such Member revoke any Transfer Notice given by such Member prior to that event. These Articles shall thereafter operate as if no such notice had been given, provided that such revocation shall be without prejudice to any sale of Shares the subject of the Transfer Notice completed prior to such revocation.

9.8 Administrative provisions

For the purpose of ensuring that a transfer of Shares is authorised under

these Articles or that no circumstances have arisen by reason of which a Transfer Notice may be required to be given, the directors may from time to time require any Member or past Member or the personal representatives or trustee in bankruptcy, receiver or liquidator of any Member or any person named as transferee in any instrument of transfer lodged for registration to provide to the Company such information as the directors reasonably think fit regarding any matter which they consider relevant. If such information is not provided to the reasonable satisfaction of the directors within a reasonable time after request, the directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the Shares concerned. If the information discloses (in the reasonable opinion of the directors) that a Transfer Notice ought to have been given in respect of any Shares the directors may by notice in writing require that a Transfer Notice be given in respect of the Shares concerned. Any Transfer Notice required to be given under this Article 9.8 shall not specify a price per Share and shall not be capable of revocation under the provisions of Article 9.4

9.8.1 In any case where the directors may require a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within a period of 10 business days of demand being made, a Transfer Notice shall, be deemed to have been given at the expiration of that period. Such a deemed Transfer Notice shall not be capable of revocation under Article 9.4

9.8.2 Any notice required to be given under this Article by the Company to a Member or by a Member to the Company or otherwise shall be given or served either personally or by sending it by first class post to the office or to the registered address of the Member (as the case may be) or, if he has no registered address within the United Kingdom and has supplied to the Company an address within the United Kingdom for the giving of notice to him, to the address so supplied. When a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected 48 hours after posting

9.9 Waiver of restrictions

The restrictions imposed by this Article may be waived in relation to any proposed transfer of Shares with the consent of all Members who, but for such waiver, would or might have been entitled to have such shares offered to them in accordance with Article 9.3

10. Compulsory transfer

10.1 If any Employee ceases to be an Employee, an Investor Director may by notice in writing given with 90 business days following the date of cessation require the former Employee (if a Member) and each Related Party of the former Employee who holds Shares (together "the Compulsory Sellers") to give a Transfer Notice in respect of all Shares registered in their respective names (irrespective of whether the Shares were so registered at the date of cessation, or were registered subsequently)

10.2 If a Transfer Notice is given under the provisions of this Article 10 (or deemed

given under this Article 10 by virtue of Article 9.8)

10.2.1 the Transfer Notice shall not specify a Prescribed Price, the Prescribed Price shall be agreed between the Investor Director(s) and the Compulsory Seller or (in default of agreement with 10 business days of service, or deemed service, of the Transfer Notice) shall be determined as follows

10.2.1.1 if the former Employee was a Good Leaver, a B Good Leaver or an Early Leaver, the Prescribed Price shall be determined in accordance with Article 9.2.2,

10.2.1.2 if the former Employee was a Bad Leaver or a B Bad Leaver, the Prescribed Price shall be the lower of

(a) the value of the Shares in question determined as provided in Article 9.2.2, and

(b) the Subscription Price of those Shares, and

10.2.2 the Transfer Notice shall not be capable of revocation

10.3 If any Employee ceases to be an Employee for any reason he shall not be entitled, and by subscribing for Preferred Shares, Ordinary Shares and/or B Ordinary Shares an Employee shall be irrevocably deemed to have waived, any entitlement by way of compensation for loss of office or otherwise howsoever, to any sum or other benefit to compensate him for the loss of any rights in respect of such shares, in connection with any claim he may have for damages in respect of the termination of his employment but this shall be without prejudice to his rights as a shareholder and in particular but not limited to the right for the Prescribed Price to be determined in accordance with Article 9.2.2 pursuant to Article 10.2.1.1

11. Change of control

11.1 No Member or Members ("the Specified Members") may undertake any transfer (other than a transfer referred to in Articles 8.1.3 to 8.1.5 inclusive) of any Preferred Shares, Ordinary Shares or B Ordinary Shares (the "**Specified Shares**") if such transfer would result (if made and registered) in a person (or persons) obtaining a controlling interest in the Company unless before the transfer is lodged for registration (i) the proposed transferee or his nominee has made an offer ("**the Offer**") open for acceptance for at least 15 business days to purchase all of the issued Preferred Shares, Ordinary Shares and B Ordinary Shares (including or excluding the Specified Shares and including any Shares which may be allotted during the offer period or upon the offer becoming unconditional pursuant to the exercise or conversion of options or rights to subscribe for securities convertible into Shares, in existence at the date of the Offer) at the Specified Consideration, and (ii) each such accepted Offer is completed and consideration thereunder paid No offer shall be required under this Article 11.1 if August Equity Partners I LP exercises its rights under Article 11.3

11.2 For the purposes of this Article 11

11.2.1 the expression "**a controlling interest**" means the legal or

beneficial ownership by a person and his connected persons (as defined in Section 839 of the Income and Corporation Taxes Act 1988) of Shares having the right to exercise more than 50 per cent of the votes at a general meeting of the Company, and

11.2.2 **"the Specified Consideration"** means a consideration per Preferred Share, Ordinary Share or B Ordinary Share equivalent to that offered by the proposed transferee or transferees for each Specified Share and, if applicable, for each £1 nominal of each class of loan instrument held by the Specified Members, together with an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable directly or indirectly by the holders of the Specified 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 the Specified Shares, provided that the Offer shall always include the right to elect such Specified Consideration to be paid in cash

11.3 If the effect of a transfer of Shares would (if made and registered) result in a person (or persons) who is not connected with any Specified Member obtaining a controlling interest in the Company and the terms of such transfer are on bona fide arm's length terms, August Equity Partners IV GP Limited as general partner of August Equity Partners I LP may give notice in writing to all holders of Preferred Shares, Ordinary Shares and B Ordinary Shares other than the proposed transferee (**"the Minority Shareholders"**), requiring them within five business days of the date of the notice to transfer all (but not some of) of their holdings of Preferred Shares, Ordinary Shares and B Ordinary Shares and, if agreed with the proposed transferee, all loan instruments held by the Minority Shareholders to the proposed transferee. The transfer shall be on the same terms and conditions as those agreed between the Specified Members and the proposed transferee, provided that a Minority Shareholder shall receive the Specified Consideration for its Shares and shall not be required to give any warranties or indemnities in the context of the transaction other than warranties as to title to the shares to be sold by him. Written notice given under this Article 11.3 shall be accompanied by all documents required to be executed by the relevant Minority Shareholder to give effect to the required transfer

11.4 If any Minority Shareholder

11.4.1 shall fail to transfer shares as required by Article 11.3 the deemed transfer provisions of Article 9.5.2 shall apply to the transfer of such shares *mutatis mutandis* but so that references to the purchase money, the Proposing Transferor and the Purchaser shall respectively be construed as references to the Specified Consideration for such Shares, the Minority Shareholder and the proposed transferee, or

11.4.2 shall fail to execute any other document required to be executed in order to give effect to the provisions of Article 11.3, the directors may authorise any individual to execute such document(s) on behalf of and as attorney for the Minority Shareholder

11.5 If the Specified Members comply with their obligations under Article 11.1, or

exercise their rights under Article 11.3, they may proceed with the transfer of the Specified Shares, and Article 9 shall not apply to such transfer

11.6 For the purpose of ensuring that

11.6.1 no transferor has acquired a Controlling Interest otherwise than as permitted by this Article (and to that end for the purpose of determining whether one person is a connected person of another), or

11.6.2 that a price offered or proposed to be offered for any Shares is the Specified Consideration,

the Directors may from time to time require any shareholder to furnish to the Company for the time being such information and evidence as the directors may reasonably think fit regarding any matter which they deem relevant for such purposes

12. General meetings

12.1 In Regulation 37 of Table A there shall be substituted for the words "eight weeks" the words "twenty business days" and after the words "receipt of the requisition" there shall be added the words "and for the avoidance of doubt the requisitionists, or any of them representing more than one half of the total voting rights attached to shares held by all the requisitionists, may, if the directors shall fail within seven days of receipt of the requisition to give notice of a general meeting for a date not later than twenty business days after receipt of the requisition, convene the meeting requisitioned for such date as they may select (subject to compliance with the provisions of the Companies Act 1985 regarding the giving of notice of meetings requisitioned by the members, insofar as consistent with the provisions of this Article)"

12.2 In its application to the Company, the penultimate sentence of Regulation 38 of Table A shall be modified by the replacement of the word "members" with the words "the holders of the Preferred Shares and the Ordinary Shares" and the final sentence of Regulation 38 of Table A shall be modified by the insertion of the words "known to be" after the words "to all persons" and the insertion of the new sentence "For the avoidance of doubt, the holders of the B Ordinary Shares shall not be entitled to receive such notice"

12.3 In its application to the Company, Regulation 50 of Table A shall be modified by the insertion after the word "shall" and before the words "be entitled" of the word "not"

12.4 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may

12.4.1 in the case of an instrument in writing, be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 24 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote,

- 12.4.2 in the case of an instrument in writing, be delivered at the meeting or adjourned meeting at which the person named in the instrument proposes to vote to the Chairman or to the secretary or to any director,
- 12.4.3 in the case of a poll, be delivered as an instrument in writing at the meeting at which the poll was demanded to the Chairman or to the secretary or to any director, or at the time and place at which the poll is held to the Chairman or to the secretary or to any director or scrutineer, or
- 12.4.4 in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications

12.4.4.1 in the notice convening the meeting, or

12.4.4.2 in any instrument of proxy sent out by the Company in relation to the meeting, or

12.4.4.3 in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,

be received at such address not less than 24 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote,

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid

- 12.5 In the event that more than one appointment of a proxy relating to the same share is deposited, delivered or received for the purposes of the same meeting, the appointment last delivered or received (whether in writing or contained in an electronic communication) shall prevail in conferring authority on the person named therein to attend the meeting and vote. An appointment of proxy contained in an electronic communication found by the Company to contain a computer virus shall not be accepted by the Company and shall be invalid

- 12.6 In their application to the Company, Regulations 60 and 61 of Table A shall be modified by the addition of the following sentence

"The appointment of a proxy may be contained in an electronic communication sent to such address (including any number) as may be notified by or on behalf of the Company for that purpose and may be in such form as the Directors may approve including requirements as to the use of such discrete identifier or provision of such other information by a member so as to verify the identity of such member and as to the authenticity of any electronic signature thereon "

13. Alternate directors

The appointment of an alternate director by an Investor Director shall not require approval by a resolution of the directors, provided that such alternate is an employee of August Equity Limited or another company appointed as the manager of the Investor, and in its application to the Company Regulation 65 of Table A shall be modified accordingly

14. Number of directors

Unless and until the Company in general meeting shall otherwise determine the number of directors shall be not less than two

15. Appointment of directors

15.1 In its application to the Company, Regulation 78 of Table A shall be modified by the deletion of the words "Subject as aforesaid" and the words "and may also determine the rotation in which any additional directors are to retire"

15.2 In its application to the Company, Regulation 79 of Table A shall be modified by the deletion of the second and third sentences

15.3 In its application to the Company, Regulation 84 of Table A shall be modified by the deletion of the third and final sentences

15.4 Notwithstanding any other provision of these Articles, the holders for the time being of Shares carrying a majority of the votes capable of being cast at a general meeting shall have the right at any time and from time to time to appoint one or more persons to be a director or directors of the Company. Any such appointment shall be effected by notice in writing to the Company signed by or on behalf of such holders, who may in like manner at any time and from time to time remove from office any such director

16. Investor Director(s)

16.1 The Preferred Shareholders shall have the right at any time and from time to time to appoint up to two director(s) of the Company. Any such appointment shall be made by notice in writing to the Company signed by or on behalf of Preferred Shareholders holding in excess of one half of the Preferred Shares then in issue and the Preferred Shareholders may in like manner at any time and from time to time remove from office any director appointed pursuant to this Article and appoint any person in place of any director so removed or dying or otherwise vacating office

16.2 Upon any resolution pursuant to Section 168 of the 2006 Act or Article 18 for the removal of any Investor Director for the time being holding office pursuant to this Article, the Shares held by the person or persons who appointed such Investor Director shall confer upon the holder(s) thereof the right to an aggregate number of votes which is one vote greater than the number of votes capable of being cast on such resolution by all other members of the Company. Such votes shall be divided between such holders, if more than one, as nearly as may be in proportion to the number of Preferred Shares held by them respectively

17. Disqualification of director

In its application to the Company, Regulation 81 of Table A shall be modified by the

deletion of paragraph (e) and the addition of the following paragraph -

"(e) he is removed from office under the provisions of Article 16 or Article 18"

18. Removal of directors

In addition and without prejudice to the provisions of Section 168 of the 2006 Act, the Company may by extraordinary resolution remove any director before the expiration of his period of office and may by ordinary resolution appoint another director in his place

19. Directors' remuneration

Directors' fees may be paid to, or in respect of, the services of any director with the written approval of an Investor Director

20. Proceedings of directors

20.1 In its application to the Company Regulation 88 of Table A apply as if the third sentence were deleted and replaced by the following "Notice of every meeting of the directors and of every meeting of a committee of directors shall be given to every director and alternate director, whether or not he is for the time being absent from the United Kingdom, provided that any one or more of the directors or alternate directors may waive this right to be given notice either generally or in respect of any particular meeting or while absent from the United Kingdom" and shall be modified by the insertion of the word "not" after the words "the Chairman shall" in the fifth sentence

20.2 In its application to the Company Regulation 89 of Table A shall be modified

20.2.1 by the deletion of the words "may be fixed by the directors and unless so fixed at any other number" in the first sentence, and

20.2.2 by the addition of the following as the final sentence

"In the event that a meeting of the directors is attended by a director who is acting as alternate for one or more other directors, the director or directors for whom he is the alternate shall be counted in the quorum notwithstanding their absence, and if on that basis there is a quorum the meeting may be held notwithstanding the fact (if it is the case) that only one director is physically present"

20.3 Any director who participates in the proceedings of a meeting by means of an electronic communication by which all the other directors present at such meeting (whether in person or by alternate or by means of electronic communication) may hear at all times such director and such director may hear at all times all other directors present at such meeting (whether in person or by alternate or by means of electronic communication) shall be deemed to be present at such meeting and shall be counted when reckoning a quorum Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting is located

20.4 Save as otherwise specified in these Articles or the 2006 Act and subject to any limitations, conditions or terms attaching to any authorisation given by the directors for the purposes of section 174(4)(b) of the 2006 Act, a director may vote on, and be counted in the quorum in relation to any resolution relating to a matter in which he has, or can have

20.4.1 a direct or indirect interest or duty which conflicts, or possibly may conflict, with the interests of the Company, and

20.4.2 a conflict of interest arising in relation to an existing or a proposed transaction or arrangement with the Company

20.4.3 Regulations 94 to 98 (inclusive) of Table A shall not apply

21. Authorisation of directors' conflicts of interest

21.1 If a Conflict Situation arises, the directors may authorise it for the purposes of 2006 Act section 175(4)(b) by a resolution of the directors made in accordance with that section and these Articles. At the time of the authorisation, or at any time afterwards, the directors may impose any limitations or conditions or grant the authority subject to such terms which (in each case) they consider appropriate and reasonable in all the circumstances. Any authorisation may be revoked or varied at any time in the discretion of the directors

21.2 It is recognised that an Investor Director

21.2.1 may be an employee, consultant, director, member or other officer of the Investor or of an Investor Affiliate,

21.2.2 may be taken to have, through previous or existing dealings, a commercial relationship with the Investor or with an Investor Affiliate,

21.2.3 may be a director or other officer of, or be employed by, or otherwise involved in the business of other entities in which the Investor or an Investor Affiliate has or may have an interest from time to time, and

21.2.4 shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such other directorship, membership, office, employment, relationship or his involvement with the Investor, with an Investor Affiliate or with any entity referred to in Article 21.2.3

and he shall not be in breach of the duties he owes to the Company as a result of any Conflict Situation which arises from the relationships contemplated by this Article, including (without limitation) in relation to proposals for financing or otherwise promoting the business of (whether in competition with the Company or not) any such other entity

21.3 In the circumstances contemplated by Article 21.1 and notwithstanding any other provision of these Articles, each director affected shall

21.3.1 be entitled to receive any papers or other documents in relation to, or concerning, matters to which the Conflict Situation relates,

21.3.2 not be excluded from those parts of meetings of the directors of meetings of a committee of the directors at which matters to which the Conflict Situation relates are discussed,

21.3.3 be entitled to vote (and form a part of the quorum) at any such meeting, and

any information which he obtains, other than in his capacity as a director or employee of the Company, which is confidential in relation to an entity referred to in Article 21.1, need not be disclosed or used for the benefit of the Company where such disclosure or use would constitute a breach of confidence

Regulation 94 of Table A in so far as it relates to the Company shall be adapted accordingly

21.4 This Article shall have effect on and from 1 October 2008 or such other date that 2006 Act section 175 comes into force

22. Borrowing powers

The directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge all or any part of its undertaking, property and uncalled capital and to issue debentures and other securities whether outright or as security (principal or collateral) for any debt, liability or obligation of the Company or any third party

23. Dividends

Regulations 102 to 105 (inclusive) of Table A shall be subject to Article 4.1 and in Regulation 103 of Table A the words from "If the share capital is divided " to the end of the Regulation shall be deleted

24. Indemnities

Subject to the 2006 Act

24.1 every director or other officer of the Company shall be entitled to 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 his office, 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 or 727 of the Companies Act 1985 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 otherwise in relation to his office, and

24.2 the Company may purchase and maintain insurance for any such director or other officer against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty

or breach of trust of which he may be guilty in relation to the Company

25. Notices

- 25.1 In its application to the Company, Regulation 115 of Table A shall be modified by the addition of the following after the words "after the time it was sent" at the end of the third sentence

"notwithstanding that the Company is aware of the failure in delivery of such electronic communication Without prejudice to such deemed delivery, if the Company is aware of the failure in delivery of an electronic communication and has sought to give notice by such means at least three times, it shall send the notice in writing by post within 48 hours of the original attempt"

- 25.2 In its application to the Company, Regulation 112 of Table A shall be modified by the deletion of the words "but otherwise no such member shall be entitled to receive any notice from the Company" at the end of the third sentence

26. Funding of director's expenditure on defending proceedings

Subject to the provisions of, and so far as may be consistent with, the Companies Act 2006, the directors may exercise all the powers of the Company to

- 26.1 provide a director with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings or in connection with any application under any of the provisions mentioned in Schedule 2 Part 1 of the Companies Act 2006, or

- 26.2 do anything to enable a director to avoid incurring expenditure of the kind referred to in Article 26.1,

provided that any loan or other thing done under Article 26 shall be made or done on terms which result in the loan falling to be repaid, or any liability of the Company under any transaction connected with the thing in question falling to be discharged, in the circumstances set out in Schedule 2 Part 1 of the Companies Act 2006, not later than the date referred to in the relevant part of that Section, as interpreted pursuant to Schedule 2 Part 1 of the Companies Act 2006