

COMPANY NUMBER 6061415

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
SPECIAL RESOLUTIONS
OF

AMAZING MEDIA GROUP LIMITED

On 22 October 2013, the following resolutions were duly passed special resolutions of the Company -

SPECIAL RESOLUTIONS

- 1 **THAT** the directors of the Company be and are hereby generally and unconditionally empowered pursuant to section 570 of the Act to allot up to 13,283 Series A Shares and 25,784 Ordinary Shares pursuant to the authority conferred resolution 1 above as if section 561 of the Act and/or any rights of pre-emption contained in the Articles of Association of the Company, or otherwise, did not apply to any such allotment provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the day prior to the fifth anniversary of the date this Resolution is passed
- 2 **THAT** the following be and are hereby ratified and confirmed in all respects
 - 2.1 the allotment and issue by the directors of the Company of all shares in the Company and/or the grant of rights to subscribe for or to convert any security into shares in the Company which have taken place prior to the date this Resolution is passed, notwithstanding that such issue and/or grant may have not been in compliance with the provisions of the Companies Act 1985, the Act, the Articles of Association of the Company and/or any agreement between all or some of the shareholders of the Company, and
 - 2.2 as at the date this Resolution is passed and as detailed in Annexure B to this resolution, the issued share capital of the Company comprises 90,520 ordinary shares of 1p each in the capital of the Company and 35,266 "A" ordinary shares of 1p each in the capital of the Company and with there also having been granted the right to subscribe for up to 7,039 ordinary shares of 1p each in the capital of the Company
- 3 **THAT** with immediate effect the articles of association, in the form attached as Annexure A to this resolution, be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing Articles of Association of the Company



Director



Articles of association relating to
Amazing Media Group Limited

(Adopted by written resolution
Passed on October 22nd, 2013)

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THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
AMAZING MEDIA GROUP LIMITED

1 **DEFINITIONS**

In these Articles of Association ("Articles") the following words shall have the following meanings

- | | |
|----------------------------|---|
| "Act" | the Companies Act 2006, as amended from time to time, |
| "A Ordinary Shares" | A ordinary shares of 1p each in the capital of the Company, |
| "Chairman" | a director and chairman of the Company, |
| "Controlling Interest" | the meaning in Article 27 2 1, |
| "Conversion Time" | the meaning in Article 6 5 4, |
| "Deemed Liquidation Event" | <p>each of the following events shall be considered a Deemed Liquidation Event unless the holders of at least 50% of the outstanding Series A Preferred Shares elect otherwise by written notice sent to the Company at least 10 days prior to the effective date of any such event</p> <ul style="list-style-type: none">(a) a takeover offer or scheme of arrangement in which an offer to acquire the entire issued share capital of the Company is made and completed by a third party, and excluding any takeover offer or scheme of arrangement effected for purposes of a company reorganization in which following completion of the takeover offer or scheme of arrangement, as appropriate, the shareholders and the proportion of shares held by each of them in the acquiring entity are the same as the shareholders and their respective shareholdings in the Company immediately prior to such transaction,(b) the sale, lease, transfer, or other disposition, in a single transaction or series of related transactions, by the Company or any subsidiary of the Company of all or substantially all the assets of the Company and its subsidiaries taken as a whole, or the sale or disposition (whether by merger, consolidation or otherwise) of one or more subsidiaries of the Company if substantially all of the assets of the Company and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer or other disposition is to a wholly owned subsidiary of the Company, or(c) an acquisition after the date of adoption of these Articles by an individual or legal entity or group of related entities of effective control (whether through legal or beneficial ownership of shares of the Company, by contract or otherwise) of in excess of 50% of the issued share capital of the Company (other than by means of |

conversion of the Series A Preferred Shares) and excluding any share sale by way of a company reorganization in which following completion of the sale, the shareholders and the proportion of shares held by each of them in the acquiring entity are the same as the shareholders and their respective shareholdings in the Company immediately prior to such sale,

"Directors"	the directors from time to time of the Company,
"Employee Member"	a member who is or has been a director and/or an employee of the Company or any of its Group Companies, but excluding any person who holds A Ordinary Shares,
"Employee Trust"	a trust approved by the holders of 75% of the A Ordinary Shares,
"Equity Shares"	the Ordinary Shares, the A Ordinary Shares and the Series A Preferred Shares,
"Family Trust"	<p>a trust which permits the settled property or its income to be applied only for the benefit of</p> <p>(a) the settlor and/or a Privileged Relation of the settlor, or</p> <p>(b) any charity or charities as default beneficiaries (meaning that such charity or charities have no immediate beneficial interest in any of the settled property or its income when the trust is created but may become so interested if there are no other beneficiaries from time to time except any such charity or charities)</p> <p>and under which no power of control is capable of being exercised over the votes of any Equity Shares which are the subject of the trust by any person other than the trustees or the settlor or the Privileged Relations of the settlor For the purposes of this definition "settlor" includes a testator or an intestate in relation to a Family Trust arising respectively under a testamentary disposition or intestacy of a deceased member,</p>
"First Offer Period"	the meaning in Article 20,
"Group Companies"	the Company and its subsidiaries from time to time and reference to "Group Companies" shall be construed accordingly,
"Offer"	the meaning in Article 29 1,
"Offeror"	the meaning in Article 29 1,
"Ordinary Shares"	ordinary shares of 1p each in the capital of the Company,
"Privileged Relation"	the spouse or widow or widower of the member and the member's children and grandchildren (including step and adopted children and their issue) and step and adopted children of the member's children,
"Proposing Transferor"	the meaning in Article 14,

"Purchase Notice"		the meaning in Article 29 2 1,
"Qualified IPO"		the meaning in Article 6 17 1,
"Recognized Exchange"	Stock	the Official List of the UK Listing Authority or on the AIM market operated by the London Stock Exchange plc, or the Nasdaq National Stock Market of the Nasdaq Stock Market, Inc or to any recognized investment exchange (as defined in Section 285 of the Financial Services and Markets Act 2000 (as amended)),
"Sale Shares"		the meaning in Article 15,
"Second Offer Period"		the meaning in Article 21,
"Series A Liquidation Amount"		the meaning in Article 6 2 3,
"Series A Original Issue Price"		£116 40 per share subject to appropriate adjustment in the event of any share dividend, share split, combination or other similar recapitalisation with respect to the Series A Preferred Shares,
"Series A Preferred Shares"		the series A convertible preference shares of 1p each in the capital of the Company,
"subsidiary"		a subsidiary as defined in section 1159 of the Act,
"Table A"		Table A in the Companies Act (Tables A-F) Regulations 1985 as amended by the Companies (Tables A-F) (Amendment) Regulations 1985,
"Termination Date"		<p>(a) where the contract of employment of an Employee Member ceases by virtue of notice given by the Company to the Employee Member, the date on which such notice expires,</p> <p>(b) where the contract of employment of an Employee Member is terminated by the Company and a payment is made in lieu of notice, the date on which such payment is made,</p> <p>(c) where an Employee Member is a director but not an employee, the date on which his contract for services with the Company is terminated, and</p> <p>(d) in any other case, the date on which the contract of employment is terminated, and</p>
"Transfer Notice"		the meaning in Article 14

2 **INTERPRETATION**

- 2 1 Except as provided for in these Articles, no regulations set out in any statute or in any statutory instrument made under any statute concerning companies and which prescribe regulations for the company as articles of association shall apply to the company The following shall be the company's articles of association

- 2 2 The regulations contained in or incorporated in Table A shall apply to the Company unless excluded or varied by or inconsistent with these Articles and such regulations (except as so excluded, varied or inconsistent) and the regulations contained in these Articles shall be the regulations of the Company
- 2 3 Regulations 4, 40, 54, 73 to 78 (inclusive), 80, 81, 88, 89, 94 to 97 (inclusive), 111, 115 and 118 of Table A shall not apply to the Company
- 2 4 In regulation 1 of Table A the words "and in the Articles adopting the same" shall be inserted after the words "In these regulations", and the words "or in the Articles adopting the same" shall be inserted after the words "contained in these regulations"
- 2 5 In these Articles, where the context so requires, words importing the singular number only shall include the plural number and vice versa, words importing the masculine gender only shall include the feminine gender and words importing persons shall include corporations

3 LIABILITY OF MEMBERS

- 3 1 The liability of the members is limited to the amount, if any, unpaid on the shares held by them
- 3 2 Subject to these Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution
- 3 3 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares

4 SHARE CAPITAL

- 4 1 The capital of the Company comprises Ordinary Shares, A Ordinary Shares and Series A Preferred Shares which shall each have the rights set out below

5 ORDINARY AND A ORDINARY SHARES

The Ordinary Shares and the A Ordinary Shares shall rank *pari passu* in respect of income and capital and each such share shall (if fully paid) have one vote

6 SERIES A PREFERRED SHARES

The Series A Preferred Shares shall have the following rights, preferences, powers, privileges and restrictions, qualifications and limitations

6 1 Dividends

- 6 1 1 The Company shall not declare, pay or set aside any dividends on shares of any other class or series of shares of the Company unless (in addition to the obtaining of any consents required elsewhere in these Articles) the holder of a majority of the Series A Preferred Shares then outstanding shall simultaneously receive, a dividend on each outstanding Series A Preferred Share in an amount at least equal to

(a) in the case of a dividend on Ordinary Shares and/or A Ordinary Shares or any class or series that is convertible into Ordinary Shares and/or A Ordinary Shares, that dividend per Series A Preferred Share as would equal the product of

- (i) the dividend payable on each share of such class or series determined, if applicable, as if all shares of such class or series had been converted into Ordinary Shares, and
- (ii) the number of Ordinary Shares to be issued upon conversion of a Series A Preferred Share,

in each case calculated on the record date for determination of holders entitled to receive such dividend or

(b) in the case of a dividend on any class or series that is not convertible into Ordinary Shares and/or A Ordinary Shares, at a rate per Series A Preferred Share determined by

- (i) dividing the amount of the dividend payable on each share of such class or series of shares by the original issue price of such class or series of shares (subject to appropriate adjustment in the event of any share dividend, share split, combination or other similar recapitalisation with respect to such class or series), and
- (ii) multiplying such fraction by an amount equal to the Series A Original Issue Price

provided that, if the Company declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of shares of the Company, the dividend payable to the holders of Series A Preferred Shares pursuant to this Article 6 1 shall be calculated based upon the dividend on the class or series of shares that would result in the highest Series A Preferred Share dividend

6 2 Liquidation, Dissolution or Winding Up, Certain Acquisitions, Consolidations and Asset Sales.

6 2 1 Preferential Payments to Holders of Series A Preferred Shares

In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company or a Deemed Liquidation Event, the holders of the Series A Preferred Shares then outstanding shall be entitled to be paid out of the assets of the Company available for distribution to its shareholders before any payment shall be made to the holders of A Ordinary Shares or of Ordinary Shares by reason of their ownership thereof, an amount per share equal to one times the Series A Original Issue Price, plus any dividends declared but unpaid thereon, for each Series A Preferred Share held by them. If upon any such liquidation, dissolution or winding up of the Company or Deemed Liquidation Event, the assets of the Company available for distribution to its shareholders shall be insufficient to pay the holders of Series A Preferred Shares the full amount to which they shall be entitled under this Article 6 2 1, the holders of Series A Preferred Shares shall share rateably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares

held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full

6 2 2 Payments to Holders of Ordinary Shares and A Ordinary Shares

Following the completion of the payment of all preferential amounts required to be paid to the holders of Series A Preferred Shares required by Article 6 2 1, the holders of A Ordinary Shares and Ordinary Shares then outstanding shall be entitled to be paid out of the assets of the Company available for distribution, prior to the distribution of the remaining assets pursuant to Article 6 2 3, an amount per share equal to the amount paid or deemed paid by such holders for their Ordinary Shares and A Ordinary Shares divided by the total number of A Ordinary Shares and Ordinary Shares then in issue (excluding shares that could be issued upon the conversion of the Series A Preferred Shares) If upon any such liquidation, dissolution or winding up of the Company or Deemed Liquidation Event, the remaining assets of the Company available for distribution to its shareholders shall be insufficient to pay holders of A Ordinary Shares and Ordinary Shares the full amount to which they shall be entitled under this Article 6 2 2, holders of A Ordinary Shares and Ordinary Shares shall share rateably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full

6 2 3 Distribution of Remaining Assets

Following the completion of the payments of all preferential amounts required to be paid to the holder of the Series A Preferred Shares pursuant to Article 6 2 1 and the holders of A Ordinary Shares and Ordinary Shares pursuant to Article 6 2 2, the remaining assets of the Company available for distribution to its shareholders shall be distributed among the Series A Preferred Shareholders, the holders of A Ordinary Shares and the holders of Ordinary Shares, pro rata based on the number of shares held by each such holder, treating for this purpose all such securities as if they had been converted to Ordinary Shares pursuant to the terms of these Articles immediately prior to such dissolution, liquidation or winding up of the Company The aggregate amount which a holder of a Series A Preferred Share is entitled to receive under Articles 6 2 1 and 6 2 3 is the "Series A Liquidation Amount"

6 2 4 Effecting a Deemed Liquidation Event

- (a) The Company shall not have the power to effect a Deemed Liquidation Event unless the sale and purchase agreement, scheme or offer documents or other documents for such transaction (the "Sale Agreement") provides that the consideration payable to the shareholders of the Company shall be allocated among the holders of shares of the Company in accordance with Articles 6 2 1, 6 2 2 and 6 2 3 The Directors shall not register any transfer of Equity Shares in connection with a Deemed Liquidation Event unless the consideration is allocated as required by this Article 6 2 4(a)
- (b) In the event of a Deemed Liquidation Event, if the Company does not effect a dissolution of the Company under the Act within 180 days after such Deemed Liquidation Event, then

- (i) the Company shall send a written notice to each holder of Series A Preferred Shares no later than the 180th day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following Articles to require the redemption of such Series A Preferred Shares, and
- (ii) if the holders of at least 50% of the then outstanding Series A Preferred Shares so request in a written instrument delivered to the Company not later than 210 days after such Deemed Liquidation Event, the Company shall use the consideration received by the Company for such Deemed Liquidation Event (net of any reasonable transaction expenses and retained liabilities associated with the assets sold, as determined in good faith by the Directors), together with any other assets of the Company available for distribution to its shareholders, all to the extent permitted by law (the "Available Proceeds"), on the 240th day after such Deemed Liquidation Event, to redeem all outstanding Series A Preferred Shares at a price per share equal to the Series A Liquidation Amount. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding Series A Preferred Shares, the Company shall ratably redeem each holder's Series A Preferred Shares to the fullest extent of such Available Proceeds, and shall redeem the remaining shares as soon as it may lawfully do so. Prior to the distribution or redemption provided for in this Article, the Company shall not expend or dissipate the consideration received for such Deemed Liquidation Event, except to discharge expenses incurred in connection with such Deemed Liquidation Event or in the ordinary course of business.

6 2 5 Amount Deemed Paid or Distributed

The amount deemed paid or distributed to the holders of Equity Shares of the Company upon any such merger, consolidation, sale, transfer, redemption or other disposition shall be the cash or the value of the property, rights or securities paid or distributed to such holders by the Company or the acquiring person, firm or other entity. The value of such property, rights or securities shall be determined in good faith by the Directors of the Company.

6 2 6 Allocation of Escrow and Contingent Consideration

In the event of a Deemed Liquidation Event in which the Company is a constituent party, if any portion of the consideration payable to the shareholders of the Company is payable only upon satisfaction of contingencies (the "Additional Consideration"), the Sale Agreement shall provide that

- (a) the portion of such consideration that is not Additional Consideration (such portion, the "Initial Consideration") shall be allocated among the holders of shares of the Company in accordance with Articles 6 2 1, 6 2 2 and 6 2 3 as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event, and
- (b) any Additional Consideration which becomes payable to the shareholders of the Company upon satisfaction of such contingencies shall be allocated

among the holders of shares of the Company in accordance with Articles 6 2 1, 6 2 2 and 6 2 3 after taking into account the previous payment of the Initial Consideration as part of the same transaction

For the purposes of this Article, consideration placed into escrow or retained as holdback to be available for satisfaction of indemnification or similar obligations in connection with such Deemed Liquidation Event shall be deemed to be Additional Consideration

6 3 Voting

6 3 1 General

On any matter presented to the shareholders of the Company for their action or consideration at any meeting of shareholders of the Company (or by written consent of shareholders in lieu of meeting), each holder of outstanding Series A Preferred Shares shall be entitled to cast the number of votes equal to the number of whole Ordinary Shares into which the Series A Preferred Shares held by such holder are convertible as of the record date for determining shareholders entitled to vote on such matter. Except as provided by law or by the other provisions of these Articles, holders of Series A Preferred Shares shall vote together with the holders of Ordinary Shares and A Ordinary Shares as a single class.

6 3 2 Election of Directors

- (a) The holders of the Series A Preferred Shares, exclusively and as a separate class, shall by majority vote be entitled to elect one non-executive director of the Company (the "Series A Director"). Any Series A Director may be removed without cause by, and only by, the affirmative majority vote of the holders of the shares of the class or series of shares entitled to elect such director or directors, given either at a special meeting of such shareholders duly called for that purpose or pursuant to a written consent of shareholders. If the holders of Series A Preferred Shares fail to elect a Series A Director, voting exclusively and as a separate class, pursuant to this Article, then any directorship not so filled shall remain vacant until such time as the holders of the Series A Preferred Shares elect a person to fill such directorship by vote or written consent in lieu of a meeting. No such directorship may be filled by shareholders of the Company other than by the shareholders of the Company that are entitled to elect a person to fill such directorship, voting exclusively and as a separate class, provided however, the holders of the Series A Preferred Shares shall also have the right to designate an observer to attend meetings of the Directors of the Company, but not vote, until a Series A Director vacancy is filled.
- (b) The holders of the Ordinary Shares, the A Ordinary Shares and of any other class or sub-class of share (including the Series A Preferred Shares), exclusively and voting together as a single class, shall be entitled to elect the balance of the total number of directors of the Company (which shall be six (6) unless increased by the Directors).
- (c) At any meeting held for the purpose of electing a Director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director.

- (d) Except as otherwise provided in this Article 6 3 2, a vacancy in any directorship filled by the holders of any class or series shall be filled only by vote or written consent in lieu of a meeting of the holders of such class or series or by any remaining director or directors elected by the holders of such class or series pursuant to this Article 6 3 2

6 4 Series A Preferred Shares Protective Provisions

For so long as at least 5,313 of the Series A Preferred Shares (subject to appropriate adjustment in the event of any share dividend, share split, combination or other similar recapitalisation with respect to the Series A Shares) are in issue, the Company shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or these Articles) the written consent or affirmative vote of the holders of a majority of the Series A Preferred Shares, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class. Any such act or transaction entered into without such consent or vote shall be null and void ab initio, and of no force or effect

- 6 4 1 Except as required by applicable law, liquidate, dissolve or wind-up the business and affairs of the Company, cease or propose to cease to carry on its business, place the Company into administration or any arrangement, scheme, moratorium, compromise or composition with its creditors or permit the Company or its Directors to invite the appointment of a receiver or administrative receiver over all or any part of the Company's assets or undertaking, effect any merger or consolidation or any other Deemed Liquidation Event, or consent to any of the foregoing,
- 6 4 2 amend, alter or repeal any provision of these Articles in a manner that adversely affects the powers, preferences or rights of the Series A Preferred Shares, including without limitation any pre-emptive rights,
- 6 4 3 create, or authorise the creation of, or issue or obligate itself to issue shares of any additional class or series of share capital having rights senior or equal to the Series A Preferred Shares with respect to the distribution of assets on the liquidation, dissolution or winding up of the Company, voting rights, or the payment of dividends,
- 6 4 4 request or obtain a waiver or dis-application of pre-emption rights under the Act or these Articles,
- 6 4 5 purchase or redeem (or permit any subsidiary to purchase or redeem) or pay or declare any dividend or make any distribution on, any shares of share capital of the Company other than repurchases shares from former employees, officers, directors, consultants or other persons who performed services for the Company or any subsidiary in connection with the cessation of such employment or service,
- 6 4 6 create, or hold share capital in, any subsidiary that is not wholly owned (either directly or through one or more other subsidiaries) by the Company, or sell, transfer or otherwise dispose of any share capital of any direct or indirect subsidiary of the Company, or permit any direct or indirect subsidiary to sell, lease, transfer, exclusively license or otherwise dispose (in a single transaction or series of related transactions) of all or substantially all of the assets of such subsidiary, or
- 6 4 7 make any material change to the nature of the Company's business

6 5 Conversion of Series A Preferred Shares

The holders of Series A Preferred Shares shall have conversion rights as follows (the "Conversion Rights")

6 5 1 Right to Convert

Each Series A Preferred Share shall be convertible, at the option of the holder thereof, at any time and from time to time upon 10 days' prior written notice to the Company, and without the payment of additional consideration by the holder thereof, into such number of fully paid Ordinary Shares free from encumbrances as is determined by dividing the Series A Original Issue Price by the Series A Conversion Price in effect at the time of conversion

6 5 2 Termination of Conversion Rights

In the event of a liquidation, dissolution or winding up of the Company or a Deemed Liquidation Event, the Conversion Rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Series A Preferred Shares

6 5 3 Fractional Shares

No fractional Ordinary Shares shall be issued upon conversion of Series A Preferred Shares. In lieu of any fractional shares to which the holder would otherwise be entitled, the Company shall pay cash equal to such fraction multiplied by the fair market value of an Ordinary Share as determined in good faith by the Directors of the Company. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of Series A Preferred Shares the holder is at the time converting into Ordinary Shares and the aggregate number of Ordinary Shares issuable upon such conversion

6 5 4 Mechanics of Conversion

- (a) In order for a holder of Series A Preferred Shares to voluntarily convert Series A Preferred Shares into Ordinary Shares, such holder shall surrender to the Company the certificate or certificates for such Series A Preferred Shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, an agreement in the form reasonably acceptable to the Company to indemnify the Company against any claim that may be made against the Company on account of the alleged loss, theft or destruction of such certificate) together with written notice that such holder elects to convert all or any number of the shares of the Series A Preferred Shares represented by such certificate or certificates and, if applicable, any event on which such conversion is contingent. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for the Ordinary Shares to be issued. If required by the Company, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Company, duly executed by the registered holder or his, her or its attorney duly authorised in writing. The close of business on the date of receipt by the Company of such certificates (or lost certificate agreement) and notice shall be the time of conversion (the "Conversion Time"), and the Ordinary Shares to be issued upon conversion of the shares represented by such certificate

shall be deemed to be outstanding of record as of such date. The Company shall, as soon as practicable after the Conversion Time

- (i) issue and deliver to such holder of Series A Preferred Shares, or to his, her or its nominees, a certificate or certificates for the number of full Ordinary Shares issuable upon such conversion in accordance with the provisions hereof and a certificate for the number (if any) of the Series A Preferred Shares represented by the surrendered certificate that were not converted into Ordinary Shares,
 - (ii) pay in cash such amount as provided in Article 6.5.3 in lieu of any fraction of an Ordinary Share otherwise issuable upon such conversion, and
 - (iii) pay all declared but unpaid dividends on the Series A Preferred Shares converted
- (b) Before taking any action which would cause an adjustment reducing the Series A Conversion Price below the then par value of the Ordinary Shares issuable upon conversion of the Series A Preferred Shares, the Company will take any corporate action which may be necessary in order that the Company may validly and legally issue fully paid Ordinary Shares at such adjusted Series A Conversion Price

6.5.5 Effect of Conversion

All Series A Preferred Shares which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive Ordinary Shares in exchange therefor, to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion and to receive payment of any dividends declared but unpaid thereon. Any Series A Preferred Shares so converted shall be cancelled.

6.5.6 No Further Adjustment

Upon any such conversion, no adjustment to the Series A Conversion Price shall be made for any declared but unpaid dividends on the Series A Preferred Shares surrendered for conversion or on the Ordinary Shares delivered upon conversion.

6.5.7 Taxes

The Company shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of Ordinary Shares upon conversion of Series A Preferred Shares pursuant to this Article 6.5. The Company shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of Ordinary Shares in a name other than that in which the Series A Preferred Shares so converted were registered, and no such issue or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Company the amount of any such tax or has established, to the satisfaction of the Company, that such tax has been paid.

6 6 **Adjustments to Series A Conversion Price for Diluting Issues**

For purposes of this Article 6, the following definitions shall apply

- 6 6 1 **"Additional Ordinary Shares"** shall mean all Ordinary Shares and A Ordinary Shares issued (or, pursuant to Article 6 8 2, deemed to be issued) by the Company after the Series A Original Issue Date other than (1) the following Ordinary Shares and (2) Ordinary Shares deemed issued pursuant to the following Options and Convertible Securities (collectively, **"Exempted Securities"**)
- (a) Ordinary Shares, Options or Convertible Securities issued as a dividend or distribution on Series A Preferred Shares,
 - (b) Ordinary Shares, Options or Convertible Securities issued by reason of a dividend, share split, split-up or other distribution on Ordinary Shares that is referred to in Articles 6 11, 6 12, 6 13 and 6 14,
 - (c) Options outstanding on the Series A Original Issue Date,
 - (d) Ordinary Shares, A Ordinary Shares or Options issued to employees or directors of, or consultants or advisors to, the Company or any of its subsidiaries pursuant to a plan, agreement, scheme, or arrangement approved by the Board of the Company (but excluding, for the avoidance of doubt, option plans or schemes to be adopted within 90 days of the Series A Original Issue Date not exceeding 25,784 Ordinary Shares), or
 - (e) Ordinary Shares or Convertible Securities actually issued upon the exercise of outstanding Options or Ordinary Shares actually issued upon the conversion or exchange of outstanding Convertible Securities and, in each case provided such issuance is pursuant to the terms of such Option or Convertible Security, or
 - (f) Ordinary Shares, Options or Convertible Securities issued to suppliers or third party service providers in connection with the provision of goods or services pursuant to transactions approved by the Directors, or
 - (g) Ordinary Shares, Options or Convertible Securities issued pursuant to the acquisition of another corporation by the Company by share purchase, purchase of substantially all of the assets or other reorganisation or to a joint venture agreement, provided, that such issuances are approved by the Directors including the Series A Director
- 6 6 2 **"Convertible Securities"** shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Ordinary Shares, but excluding Options
- 6 6 3 **"Option"** shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Ordinary Shares, A Ordinary Shares or Convertible Securities
- 6 6 4 **"Series A Original Issue Date"** shall mean the date on which the first Series A Preferred Share was issued
- 6 6 5 **"Series A Conversion Price"** shall initially be equal to £116 40 Such initial Series A Conversion Price, and the rate at which Series A Preferred Shares may be

converted into Ordinary Shares, shall be subject to adjustment as provided in this Article 6

6 7 No Adjustment of Series A Conversion Price

No adjustment in the Series A Conversion Price shall be made as the result of the issuance or deemed issuance of Additional Ordinary Shares if the Company receives written notice from the holders of at least 50% of the then outstanding Series A Preferred Shares agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Ordinary Shares

6 8 Deemed Issue of Additional Ordinary Shares

6 8 1 If the Company at any time after the Series A Original Issue Date shall issue any Options or Convertible Securities (excluding Options or Convertible Securities which are themselves Exempted Securities) or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of Ordinary Shares (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Ordinary Shares issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date

6 8 2 If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the Series A Conversion Price pursuant to the terms of Article 6 9 are revised as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase or decrease in the number of Ordinary Shares issuable upon the exercise, conversion and/or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Company upon such exercise, conversion and/or exchange, then, effective upon such increase or decrease becoming effective, the Series A Conversion Price computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such Series A Conversion Price as would have obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no readjustment pursuant to this Article 6 8 2 shall have the effect of increasing the Series A Conversion Price to an amount which exceeds the lower of

- (a) the Series A Conversion Price in effect immediately prior to the original adjustment made as a result of the issuance of such Option or Convertible Security, or
- (b) the Series A Conversion Price that would have resulted from any issue of Additional Ordinary Shares (other than the deemed issue of Additional Ordinary Shares as a result of the issuance of such Option or Convertible Security) between the original adjustment date and such readjustment date

(c) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which are themselves Exempted Securities), the issuance of which did not result in an adjustment to the Series A Conversion Price pursuant to the terms of Article 6 9 (either because the consideration per share (determined pursuant to Article 6 10) of the Additional Ordinary Shares subject thereto was equal to or greater than the Series A Conversion Price then in effect, or because such Option or Convertible Security was issued before the Series A Original Issue Date), are revised after the Series A Original Issue Date as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase in the number of Ordinary Shares issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any decrease in the consideration payable to the Company upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended or adjusted, and the Additional Ordinary Shares subject thereto (determined in the manner provided in Article 6 8 1 shall be deemed to have been issued effective upon such increase or decrease becoming effective

6 8 3 Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security (or portion thereof) which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Series A Conversion Price pursuant to the terms of Article 6 9, the Series A Conversion Price shall be readjusted to such Series A Conversion Price as would have obtained had such Option or Convertible Security (or portion thereof) never been issued

6 8 4 If the number of Ordinary Shares to be issued upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Company upon such exercise, conversion and/or exchange, is calculable at the time such Option or Convertible Security is issued or amended but is subject to adjustment based upon subsequent events, any adjustment to the Series A Conversion Price provided for in this Article 6 8 shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in Articles 6 8 2 and 6 8 3) If the number of Ordinary Shares issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Company upon such exercise, conversion and/or exchange, cannot be calculated at all at the time such Option or Convertible Security is issued or amended, any adjustment to the Series A Conversion Price that would result under the terms of this Article 6 8 at the time of such issue or amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to the Series A Conversion Price that such issuance or amendment took place at the time such calculation can first be made

6 9 **Adjustment of Series A Conversion Price Upon Issuance of Additional Ordinary Shares**

In the event the Company shall at any time after the Series A Original Issue Date issue Additional Ordinary Shares (including Additional Ordinary Shares deemed to be issued pursuant to Article 6 8), without consideration or for a consideration per share less than the

Series A Conversion Price in effect immediately prior to such issue, then the Series A Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a penny) determined in accordance with the following formula

$$CP2 = CP1 * ((A + B) - (A + C))$$

where

“**CP2**” means the Series A Conversion Price in effect immediately after such issue of Additional Ordinary Shares,

“**CP1**” shall mean the Series A Conversion Price in effect immediately prior to such issue of Additional Ordinary Shares,

A shall mean the number of Ordinary Shares outstanding immediately prior to such issue of Additional Ordinary Shares (treating for this purpose as outstanding all Ordinary Shares issuable upon exercise of Options outstanding immediately prior to such issue or upon conversion or exchange of Convertible Securities (including the Series A Preferred Shares) outstanding (assuming exercise of any outstanding Options therefor) immediately prior to such issue),

“**B**” shall mean the number of Ordinary Shares that would have been issued if such Additional Ordinary Shares had been issued at a price per share equal to CP1 (determined by dividing the aggregate consideration received by the Company in respect of such issue by CP1), and

“**C**” shall mean the number of such Additional Ordinary Shares issued in such transaction

Notwithstanding the foregoing, if the Company grants Options or other equity incentives pursuant to one or more option plans or schemes of up to a maximum aggregate of 25,784 Ordinary Shares, the Series A Conversion Price will be adjusted upon each such grant such that the Series A Preferred Shares shall be convertible into Ordinary Shares representing the same percentage of the Company's fully diluted capitalisation after such authorisation as it did prior to such authorisation

6 10 **Determination of Consideration**

For the purposes of Articles 6 6 to 6 109, the consideration received by the Company for the issue of any Additional Ordinary Shares shall be calculated as follows

6 10 1 **Cash and Property**

Such consideration shall

- (a) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Company, excluding amounts paid or payable for accrued interest,
- (b) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Directors, and
- (c) in the event Additional Ordinary Shares are issued together with other shares or securities or other assets of the Company for consideration which covers

both, be the proportion of such consideration so received, computed as provided in Articles (a) and (b) above as determined in good faith by the Directors

6 10 2 Options and Convertible Securities

The consideration per share received by the Company for Additional Ordinary Shares deemed to have been issued pursuant to Article 6 8 relating to Options and Convertible Securities shall be determined by dividing

(a) the total amount, if any, received or receivable by the Company as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Company upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities

by

(b) the maximum number of Ordinary Shares (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) to be issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities

6 11 Adjustment for Stock Splits and Combinations

If the Company shall at any time or from time to time after the Series A Original Issue Date effect a subdivision of the outstanding Ordinary Shares, the Series A Conversion Price in effect immediately before that subdivision shall be proportionately decreased so that the number of Ordinary Shares issuable on conversion of each share of such class shall be increased in proportion to such increase in the aggregate number of Ordinary Shares outstanding. If the Company shall at any time or from time to time after the Series A Original Issue Date combine the outstanding Ordinary Shares, the Series A Conversion Price in effect immediately before the combination shall be proportionately increased so that the number of Ordinary Shares issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of Ordinary Shares outstanding. Any adjustment under this subsection shall become effective at the close of business on the date the subdivision or combination becomes effective.

6 12 Adjustment for Certain Dividends and Distributions

In the event the Company at any time or from time to time after the Series A Original Issue Date shall make or issue, or fix a record date for the determination of holders of Ordinary Shares entitled to receive, a dividend or other distribution payable on the Ordinary Shares in additional Ordinary Shares, then and in each such event the Series A Conversion Price in effect immediately before such event shall be decreased as of the time of such issue or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Series A Conversion Price then in effect by a fraction

6 12 1 the numerator of which shall be the total number of Ordinary Shares issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and

6 12 2 the denominator of which shall be the total number of Ordinary Shares issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of Ordinary Shares issuable in payment of such dividend or distribution

Notwithstanding the foregoing

6 12 3 if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Series A Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Series A Conversion Price shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions, and

6 12 4 that no such adjustment shall be made if the holders of Series A Preferred Shares simultaneously receive a dividend or other distribution of Ordinary Shares in a number equal to the number of Ordinary Shares as they would have received if all outstanding Series A Preferred Shares had been converted into Ordinary Shares on the date of such event

6 13 **Adjustments for Other Dividends and Distributions**

In the event the Company at any time or from time to time after the Series A Original Issue Date shall make or issue, or fix a record date for the determination of holders of Ordinary Shares or A Ordinary Shares entitled to receive, a dividend or other distribution payable in securities of the Company or in other property and the provisions of Article 6 do not apply to such dividend or distribution, then and in each such event the holders of Series A Preferred Shares shall receive, simultaneously with the distribution to the holders of Ordinary Shares or A Ordinary Shares, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding Series A Preferred Shares had been converted into Ordinary Shares on the date of such event

6 14 **Adjustment for Reorganisations**

Subject to the provisions of Article 6 2 311, if there shall occur any reorganization, recapitalisation, reclassification, consolidation or merger involving the Company in which the Ordinary Shares or A Ordinary Shares (but not the Series A Preferred Shares) are converted into or exchanged for securities, cash or other property (other than a transaction covered by Articles 6 6 to 6 10, 6 12 and 6 13), then, following any such reorganisation, recapitalisation, reclassification, consolidation or merger, each Series A Preferred Share shall thereafter be convertible in lieu of the Ordinary Shares into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of Ordinary Shares of the Company issuable upon conversion of one Series A Preferred Share immediately prior to such reorganisation, recapitalisation, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction, and, in such case, appropriate adjustment (as determined in good faith by the Directors of the Company) shall be made in the application of the provisions in Articles 6 5 to 6 16 with respect to the rights and interests thereafter of the holders of the Series A Preferred Shares, to the end that the provisions set forth in Articles 6 5 to 6 16 (including provisions with

respect to changes in and other adjustments of the Series A Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Series A Preferred Shares

6 15 Certificate as to Adjustments

Upon the occurrence of each adjustment or readjustment of the Series A Conversion Price pursuant to Articles 6 5 to 6 16, the Company at its expense shall, as promptly as reasonably practicable but in any event not later than 20 days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Series A Preferred Shares a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Series A Preferred Shares is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall, as promptly as reasonably practicable after the written request at any time of any holder of Series A Preferred Shares (but in any event not later than 20 days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (a) the Series A Conversion Price then in effect and (b) the number of Ordinary Shares and the amount, if any, of other securities, cash or property which then would be received upon the conversion of Series A Preferred Shares

6 16 Notice of Record Date

In the event

- 6 16 1 the Company shall take a record of the holders of its Ordinary Shares (or other shares or securities at the time issuable upon conversion of the Series A Preferred Shares) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of shares of any class or any other securities, or to receive any other security, or
- 6 16 2 of any capital reorganisation of the Company, any reclassification of the Ordinary Shares of the Company, or any Deemed Liquidation Event, or
- 6 16 3 of the voluntary or involuntary dissolution, liquidation or winding-up of the Company,

then in each such case, the Company will send or cause to be sent to the holders of the Series A Preferred Shares a notice specifying, as the case may be (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganisation, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Ordinary Shares (or such other shares or securities at the time issuable upon the conversion of the Series A Preferred Shares) shall be entitled to exchange their Ordinary Shares (or such other shares or securities) for securities or other property deliverable upon such reorganisation, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Series A Preferred Shares and the Ordinary Shares. Such notice shall be sent at least 10 days prior to the record date or effective date for the event specified in such notice

6 17 **Mandatory Conversion**

6 17 1 **Trigger Events**

Immediately prior to the closing of the sale of Ordinary Shares to the public at a price of at least five times the Series A Original Issue Price per share (subject to appropriate adjustment in the event of any share dividend, share split, combination or other similar recapitalisation with respect to the Ordinary Shares), in a firm-commitment underwritten initial public offering, placing or other admission (an "IPO") on a Recognised Stock Exchange at a net offering price per share of at least five times the Series A Original Issue Price (after adjustment for any recapitalisation events) resulting in at least £50,000,000 of net proceeds to the Company (a "Qualified IPO") (the time of such closing is referred to herein as the "Mandatory Conversion Time"), all outstanding Series A Preferred Shares shall automatically be converted into Ordinary Shares at the then effective conversion rate

6 17 2 **Procedural Requirements**

All holders of record of Series A Preferred Shares shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all such Series A Preferred Shares pursuant to this Article 6 17. Such notice need not be sent in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of such notice, each holder of Series A Preferred Shares shall surrender his, her or its certificate or certificates for all such shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Company to indemnify the Company against any claim that may be made against the Company on account of the alleged loss, theft or destruction of such certificate) to the Company at the place designated in such notice. If so required by the Company, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Company, duly executed by the registered holder or by his, her or its attorney duly authorised in writing. All rights with respect to the Series A Preferred Shares converted pursuant to Article 6 17 1, including the rights, if any, to receive notices and vote (other than as a holder of Ordinary Shares), will terminate at the Mandatory Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender the certificates at or prior to such time), except only the rights of the holders thereof, upon surrender of their certificate or certificates (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence of this Article 6 17 2. As soon as practicable after the Mandatory Conversion Time and the surrender of the certificate or certificates (or lost certificate affidavit and agreement) for Series A Preferred Shares, the Company shall issue and deliver to such holder, or to his, her or its nominees, a certificate or certificates for the number of full Ordinary Shares issuable on such conversion in accordance with the provisions hereof, together with cash as provided in Article 6 5 3 in lieu of any fraction of an Ordinary Share otherwise issuable upon such conversion and the payment of any declared but unpaid dividends on the Series A Preferred Shares converted. Such converted Series A Preferred Shares shall be cancelled and the Company may thereafter take such appropriate action (without the need for shareholder action) as may be necessary to reduce the authorised number of Series A Preferred Shares accordingly.

7 LIEN

In regulation 8 of Table A the words and brackets "(not being a fully paid share)" shall be omitted and the lien conferred by regulation 8 of Table A shall apply to all shares in the Company registered in the name of any person indebted or under liability to the Company

8 TRANSFER OF SHARES

8 1 The Directors shall refuse to register any transfer of shares made in contravention of these Articles but (subject to regulation 24 of Table A) shall not otherwise be entitled to refuse to register any transfer of shares. 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

8 2 No shares may be transferred to any infant or to any bankrupt or person of unsound mind

8 3 Any direction (by way of renunciation, nomination or otherwise) by a member entitled to an allotment of shares, to the effect that such shares or any of them be allotted or issued to some person other than himself, and a transfer of any interest in shares (whether legal, beneficial or otherwise) shall for the purpose of these Articles be deemed a transfer

9 PERMITTED TRANSFERS TO PRIVILEGED RELATIONS AND FAMILY TRUSTS

9 1 Notwithstanding any other provision in these Articles any member may at any time transfer (or by will bequeath or otherwise dispose of on death) all or any equity share capital held by him to a Privileged Relation or to trustees to be held upon a Family Trust of which he is the settlor

9 2 Where any shares are held by trustees upon a Family Trust

9 2 1 on any change of trustee such shares may be transferred to the new trustees of that Family Trust,

9 2 2 such shares may be transferred at any time to the settlor or to another Family Trust of which he is settlor or to any Privileged Relation of the settlor

10 OTHER PERMITTED TRANSFERS

10 1 Notwithstanding any other provisions of these Articles (other than Article 27 (Change of Control))

10 1 1 a transfer of any shares approved by the holders of 75% of the Equity Shares, and

10 1 2 a transfer of any A Ordinary Shares approved of by the holders of 75% of the A Ordinary Shares

may be made without restriction as to price or otherwise and any such transfer shall be registered by the Directors

- 10 2 Notwithstanding any other provision in these Articles, any member holding Series A Preferred Shares may at any time transfer such shares to a member of the same group or any affiliated entity, to the shareholders, general or limited partners of such member or affiliated entity or to any of their respective directors, officers or partners
- 10 3 Any share may be transferred at any time by a member to the Company upon a purchase by the Company of such share pursuant to the provisions of Part 18 Chapter 3 of the Act
- 10 4 Any share which is the subject of a Transfer Notice may be transferred by a member to any other member who has agreed to purchase the same through and in accordance with the procedure prescribed in Articles 14 to 28 and by any member to any other person once the procedure prescribed in Articles 14 to 28 has been satisfied

11 COMPULSORY SHARE TRANSFERS. FAMILY TRUSTS

If and whenever shares held by the trustees of a Family Trust cease to be held upon a Family Trust (otherwise than in consequence of a transfer to the settlor or to any Privileged Relation of the settlor) where there ceased to be any beneficiaries of the Family Trust other than a charity or charities a Transfer Notice shall be deemed to have been given in respect of the relevant shares and such shares may not otherwise be transferred. For the purposes of this Article the expression "relevant shares" means the shares originally transferred to the trustees and any additional shares issued or transferred to the trustees by virtue of the holding of those shares or any of them

12 COMPULSORY SHARE TRANSFERS. EMPLOYEE MEMBERS

If an Employee Member ceases to be a director or employee of the Company or any of its subsidiaries and does not continue in either capacity in relation to any of them, Transfer Notices shall be deemed to have been served on the relevant Termination Date in respect of

- 12 1 all shares held by the Employee Member immediately before such cessation, and
- 12 2 all shares then held by the Employee Member's Privileged Relations and/or the trustees of any Family Trust to which the Employee Member has transferred shares

13 COMPULSORY SHARE TRANSFERS. DEATH OR INSOLVENCY OF A MEMBER

- 13 1 If a person becomes entitled to shares in consequence of the bankruptcy of a member at any time, Transfer Notices shall be deemed to have been served on the date upon which he becomes entitled in respect of all the shares then registered in the name of the bankrupt member
- 13 2 If a person becomes entitled to a share in consequence of the death of a member, subject to Articles 9 and 10 Transfer Notices shall be deemed to have been served in respect of all the shares then registered in the name of the deceased member

14 TRANSFER NOTICES

Except in the case of a transfer of shares expressly permitted by these Articles, any member proposing to transfer any Shares (the "Proposing Transferor") shall give notice in writing to the Company (a "Transfer Notice") For the purposes of these Articles a member holding shares subject to a deemed Transfer Notice shall also be a Proposing Transferor

15 CONTENTS AND EFFECT OF A TRANSFER NOTICE

A Transfer Notice

- 15 1 must specify the number of shares the Proposing Transferor wishes to transfer (the "Sale Shares"),
- 15 2 may contain a condition (a "total transfer condition") that unless all of the Sale Shares are sold by the Company none shall be sold and any such condition shall be binding on the Company,
- 15 3 may be withdrawn in accordance with Article 18 but otherwise shall not be revocable except with the consent of the Directors,
- 15 4 shall constitute the Company as the Proposing Transferor's agent for the sale of the Sale Shares at the price as agreed or determined in accordance with Articles 17 to 18 (the "Sale Price")

16 EFFECT OF A DEEMED TRANSFER NOTICE

A deemed transfer notice shall constitute the Company as the agent of the member holding shares subject to the deemed transfer notice for the sale of those shares (which shall be Sale Shares for the purposes of these Articles) at the Sale Price

17 DETERMINATION OF THE SALE PRICE

The Sale Price shall be the price agreed between the Proposing Transferor and the Directors. If the Proposing Transferor and the Directors are unable to agree a price within 28 days of the Transfer Notice being given or deemed given the sale price will instead be the price which an independent expert, (an "Independent Expert") being an umpire acting as an expert not an arbitrator, nominated by the Proposing Transferor and the Directors or in the event of disagreement as to nomination, appointed on the application of either party by the President of the Institute of Chartered Accountants shall certify to be in their opinion the fair value of the Sale Shares. In arriving at their opinion the Independent Expert shall value the Sale Shares as at the date the Transfer Notice is given or is deemed given on a going concern basis and as between a willing seller and a willing buyer ignoring any reduction in value which may be ascribed to the Sale Shares by virtue of the fact that they represent a minority interest and on the assumption that the Sale Shares are capable of transfer without restriction. The decision of the Independent Expert as to the Sale Price shall be final and binding save in the case of manifest errors.

18 INDEPENDENT EXPERT'S CERTIFICATE OF THE SALE PRICE

If an Independent Expert is asked to certify the fair value of the Sale Shares, its certificate shall be delivered to the Company. The Company shall deliver a copy of the certificate to the Proposing Transferor as soon as reasonably practicable. The Proposing Transferor shall be entitled by notice in writing given to the Company within 14 days of service upon him of the copy certificate to withdraw the Transfer Notice (but for the avoidance of doubt this provision shall not apply to a deemed Transfer Notice). The cost of obtaining the Independent Expert's certificate shall be paid equally by the Company and the Proposing Transferor unless the Proposing Transferor withdraws the Transfer Notice in which case the Proposing Transferor shall bear the cost.

19 OFFER TO EMPLOYEE TRUST

Unless the holders of 75% of the A Ordinary Shares agree otherwise, any shares being sold pursuant to a Transfer Notice deemed served pursuant to Article 12 shall, as soon as possible after the Sale Price of the Sale Shares, has been agreed or determined forthwith be offered for sale by the Company to an Employee Trust. The Employee Trust must state within 14 days if it wishes to purchase any or all of the Sale Shares. Any Sale Shares not sold under this paragraph within 14 days of the offer will be available for sale to members of the Company as set out below.

20 THE FIRST OFFER TO MEMBERS

As soon as possible after the Sale Price has been agreed or determined or (if the Sale Shares have been offered to an Employee Trust pursuant to Article 19) at the expiry of the 14 day period referred to in Article 19, the Sale Shares shall be offered for sale by the Company to all holders of A Ordinary Shares and Series A Preferred Shares (other than the Proposing Transferor) pro rata as nearly may be to their holdings of A Ordinary Shares and Series A Preferred Shares. Any offer made by the Company under this Article will invite the relevant members to state in writing the maximum of the shares offered to them that they wish to purchase and will remain open for 21 days (the "First Offer Period").

21 THE SECOND OFFER TO MEMBERS

If at the end of the First Offer Period there are any Sale Shares offered by the Company which have not been taken up the Company shall offer such shares to such holders of A Ordinary Shares and Series A Preferred Shares as have stated in writing their willingness to purchase all of the shares previously offered to them. This offer will invite the relevant members to state in writing the maximum number of shares they wish to purchase. If there are insufficient Sale Shares to meet demand the Directors will allocate the Sale Shares pro rata as nearly as may be in proportion to the number of shares held by the relevant members. This offer will remain open for a further 21 days (the "Second Offer Period").

22 THE THIRD OFFER TO MEMBERS

To the extent that such offers under Articles 20 and 21 are not accepted in whole or in part by holders of A Ordinary shares and Series A Preferred Shares, the remaining Sale Shares shall then be offered by the Company at the Sale Price within seven days of the closing of the Second Offer Period to holders of other classes of shares. Each such offer shall specify a time (not being less than 21 days in the case of an initial offer and 14 days in the case of a subsequent offer under this article 22 and not more than 42 days in either case) within which it must be accepted failing which it shall lapse. In the case of competition in respect of any such offer, the Sale Shares so offered shall be allocated to the acceptors in proportion (as nearly may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holding of the relevant class or classes of shares.

23 SALE BY THE COMPANY

If the Company finds a purchaser or purchasers for all (in the case of a Transfer Notice subject to a total transfer condition) or any of the Sale Shares under the terms of these Articles, the Proposing Transferor shall be bound upon receipt of the sale price to transfer with full title guarantee the Sale Shares (or such of them for which the Company shall have found a purchaser or purchasers) to such person. If the Proposing Transferor defaults in transferring Sale Shares the Company shall if so required by the person or persons willing to purchase such Sale Shares receive and give a good discharge for the purchase money on behalf of the Proposing Transferor and any director of the Company shall be authorised to execute the transfers of the Sale Shares in favour of the purchaser.

or purchasers and shall enter the names of the Purchasers in the register of members of the Company as a holder of the Sale Shares

24 SALE BY THE PROPOSING TRANSFEROR

If the Company does not find purchasers for all of the Sale Shares under the terms of the Articles, subject to Article 28 the Proposing Transferor shall at any time within three months after the final offer by the Company to its members in accordance with Article 22 be free to sell and to transfer such of the Sale Shares that have not been sold to any person at a price which is not less than the Sale Price provided always that the holders of not less than 75% of the A Ordinary Shares and the Series A Preferred Shares (voting together as a single class) have approved of such transfer and provided further that the holders of the A Ordinary Shares and Series A Preferred Shares shall not unreasonably withhold or delay such approval. However, if the Sale Shares were the subject of a total transfer condition such a sale may only be made of all of the Sale Shares and not part only

25 CONVERSION OF A ORDINARY SHARES

25 1 Subject to Article 25 2, if a holder of A Ordinary Shares transfers one or more A Ordinary Shares to a person who does not already hold any A Ordinary Shares then upon the transfer of the A Ordinary Shares being registered, such shares shall automatically be converted into the same number of Ordinary Shares. The Ordinary Shares resulting from the conversion shall rank from the date of conversion *pari passu* in all respects with the other Ordinary Shares

25 2 Article 25 1 shall not apply if the holders of 75% of the A Ordinary Shares so specify

26 EFFECT OF PURPORTED TRANSFER

Any purported transfer of shares other than in accordance with the provisions of these Articles shall be void and have no effect

27 CHANGE OF CONTROL

27 1 Notwithstanding anything in these Articles, no sale or transfer of any Equity Shares conferring the right to vote at general meetings of the Company which would result if made and registered in a person or persons who was or were not a member or members of the Company on the date this Article was adopted as an article of association of the Company obtaining a Controlling Interest in the Company shall be made or registered without the previous written consent of the holders of 75% of the Equity Shares

27 2 For the purposes of this Article 27 only

27 2 1 the expression "a Controlling Interest" shall mean shares conferring in the aggregate 50% or more of the total voting rights conferred by all the shares in the capital of the Company for the time being in issue and conferring the right to vote at all general meetings. 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,

27 2 2 the expression "transfer" shall include the renunciation of a renounceable letter of allotment

28 SERIES A PREFERRED SHARES RIGHT OF CO-SALE

28 1 Exercise of Right of Co-Sale

If

28 1 1 any shares have been the subject of a final offer by the Company to its members in accordance with Article 22 and any such shares may then be sold under Article 24, and

28 1 2 such shares represent at least 10% (on a cumulative basis) of the outstanding shares of capital stock of the Company on a fully diluted basis,

the holders of the Series A Preferred Shares shall have the right ("Right of Co-Sale"), but not the obligation, to participate in any proposed sale under Article 24 ("Proposed Transfer") on the terms and conditions. The holders of the Series A Preferred Shares may elect to exercise their Right of Co-Sale and participate on a pro rata basis in the Proposed Transfer on the terms of this Article 28 (but subject always to such Proposed Transfer not being a Permitted Transfer). If the holders of the Series A Preferred Shares desire to exercise their Right of Co-Sale they must give the Proposing Transferor written notice to that effect during the First Offer Period. Notwithstanding the foregoing, the Right of Co-Sale shall terminate upon the completion of a Qualified IPO.

28 2 Shares Included

The Right of Co-Sale shall apply to all or any part of a holder's Series A Preferred Shares equal to the product obtained by multiplying (i) the aggregate number of Sale Shares subject to the Proposed Transfer by (ii) a fraction, the numerator of which is the number of Series A Preferred Shares held by the relevant holder immediately before completion of the Proposed Transfer and the denominator of which is the sum of the total number of all Series A Preferred Shares immediately prior to the completion of the Proposed Transfer plus the number of shares of Sale Shares held by the Proposing Transferor.

28 3 Purchase Agreement

Any exercise of the Right of Co-Sale shall be subject to the same contractual terms of sale as the Proposing Transferor may agree with the buyer. The holders of Series A Preferred Shares undertake to enter into such an agreement.

28 4 Allocation of Consideration

The aggregate consideration payable to the holders of Series A Preferred Shares and the Proposing Transferor shall be allocated based on the number of shares to be sold by them provided that the consideration payable in respect of the Series A Preferred Shares shall be appropriately adjusted based on the conversion ratio of the Series A Preferred Shares into Ordinary Shares applicable at that time.

28 5 Delivery of Certificates

A holder of Series A Preferred Shares participating in the Proposed Transfer shall deliver to the Company at the time at which the Right of Co-Sale is exercised, one or more stock certificates representing

28 5 1 the number of Series A Preferred Shares that he elects to include in the Proposed Transfer, or

28 5 2 the number of shares of Series A Preferred Shares that is at such time convertible into the number of Ordinary Shares that such holder elects to include in the Proposed Transfer

provided, however, that if the prospective buyer objects to the delivery of Series A Preferred Shares in lieu of Ordinary Shares, the Holder shall first convert the Series A Preferred Shares into Ordinary Shares and deliver the Ordinary Shares as provided above. The Company agrees to make any such conversion concurrent with and contingent upon the actual transfer of such shares to the prospective buyer.

28 6 Violation of Co-Sale Right

If any Proposing Transferor purports to sell any Sale Shares in contravention of the Right of Co-Sale (a "Prohibited Transfer"), and a holder of Series A Preferred Shares desires to exercise its Right of Co-Sale it may, in addition to such remedies as may be available by law, in equity or under these Articles, require Proposing Transferor to purchase from it the type and number of shares of capital stock that the holder of Series A Preferred Shares would have been entitled to sell to the Prospective Transferee had the Prohibited Transfer been effected in compliance with the terms of this Article 28. The sale will be made on the same terms and subject to the same conditions as would have applied had the Proposing Transferor not made the Prohibited Transfer, except that the sale (including, without limitation, the delivery of the purchase price) must be made within 120 days after the holder of Series A Preferred Shares learns of the Prohibited Transfer. The Proposing Transferor shall also reimburse the holder of Series A Preferred Shares for any and all reasonable and documented out-of-pocket fees and expenses, including reasonable legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of the Right of Co-Sale.

29 COMPULSORY PURCHASE

29 1 In this Article 29 the Compulsory Purchase Conditions mean

29 1 1 an offeror (the "Offeror") has made an offer ("Offer") to all members of the Company which are acceptable to the holders of at least 50% of the Equity Shares and receives valid acceptances which would on completion result in the Offeror becoming the holder of not less than 50% of the Equity Shares, or

29 1 2 a Deemed Liquidation Event has occurred, and

the holders of at least 50% of the Ordinary Shares and A Ordinary Shares (as if the same were one class) then in issue or due to be issued upon conversion of the Series A Preferred Shares (collectively, the "Selling Shareholders") have approved the sale of the Company to the Offeror.

29 2 Subject to Article 29 3, if the Compulsory Purchase Conditions are satisfied, then

29 2 1 the Offeror may give notice (a "Purchase Notice") to any non-accepting holder of Equity Shares requiring him to accept the Offer and transfer his shares with full title guarantee within 14 days and stating that failing such acceptance he shall be deemed to have accepted the Offer in respect of all Equity Shares held by him and

irrevocably to have waived any pre-emption rights he may have in relation to any shares the subject of the Offer,

- 29 2 2 upon the expiry of the Purchase Notice each recipient thereof shall be obliged to transfer his shares with full title guarantee and deliver to the Offeror (or as he may direct) an executed stock transfer form and share certificates in respect of the shares which were the subject of the Purchase Notice together with an executed waiver of pre-emption rights if appropriate,
- 29 2 3 if compliance with a Purchase Notice requires shareholder approval, each shareholder shall vote all such shares in favour of any such resolution (including any related amendment to these Articles required in order to implement such sale of the Company) and to vote in opposition to any and all other proposals that could reasonably be expected to delay or impair the ability of the Company to complete such sale of the Company,
- 29 2 4 if the consideration to be paid in exchange for the shares pursuant to a Purchase Notice includes any securities and due receipt thereof by any shareholder would require under applicable law the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities, the Offeror may cause to be paid to any such shareholder in lieu thereof, against surrender of the shares which would have otherwise been sold by such shareholder, an amount in cash equal to the fair value (as determined in good faith by the Company) of the securities which such shareholder would otherwise receive as of the date of the issuance of such securities in exchange for the shares, and
- 29 2 5 in the event that the selling shareholders, in connection with a sale of the Company pursuant to the Offer, appoint a shareholder representative (the "Shareholder Representative") with respect to matters affecting the shareholders under the Offer following in connection with the sale of the Company, all shareholders shall be deemed to have consented
- (a) to the appointment of such Shareholder Representative,
 - (b) to the establishment of any applicable escrow, expense or similar fund in connection with any indemnification or similar obligations,
 - (c) to the payment of such shareholder's pro rata portion (from the applicable escrow or expense fund or otherwise) of any and all reasonable fees and expenses to such Shareholder Representative in connection with such Shareholder Representative's services and duties in connection with such sale of the Company and its related service as the representative of the shareholders,
 - (d) not to assert any claim or commence any suit against the Shareholder Representative or any other shareholder with respect to any action or inaction taken or failed to be taken by the Shareholder Representative in connection with its service as the Shareholder Representative except in connection with fraud or wilful misconduct
- 29 2 6 if a member fails to comply with the matters set out in this Article 29 2 he shall be deemed to have irrevocably appointed any director of the Company to be his agent to execute all documents on his behalf in connection with the Offer and the Purchase Notice and against receipt by the Company (on trust for such member)

of the appropriate purchase monies to deliver such executed transfers and pre-emption waivers (if appropriate) to the Offeror and it shall be no impediment to completion that such member's share certificates have not been produced,

- 29 2 7 after the Offeror (or his nominees) has been registered as the holder of shares transferred in accordance with this Article 29 the validity of such transaction shall not be questioned by any person
- 29 3 A shareholder will not be required to comply with and shall not be subject to Article 29 2 in connection with any proposed sale of the Company or an Offer (the "Proposed Sale") unless
- 29 3 1 the liability of each shareholder in the Proposed Sale shall
- (a) apply equally to all shareholders unless a shareholder shall otherwise agree to higher liability for himself, and
 - (b) in no event exceed the amount of consideration otherwise payable to such shareholder in connection with such Proposed Sale, except with respect to claims related to fraud, dishonesty or wilful concealment by such shareholder, the liability for which need not be limited as to such shareholder,
- 29 3 2 upon the completion of the Proposed Sale
- (a) each holder of shares will receive the same form of consideration for their shares as is received by other holders,
 - (b) the aggregate consideration receivable by all holders of the Series A Preferred Shares, the A Ordinary Shares and the Ordinary Shares shall be allocated among the holders of Series A Preferred Shares, A Ordinary Shares and Ordinary Shares on the basis of the relative liquidation preferences to which the holders of Series A Preferred Shares, A" Ordinary Shares and the Ordinary Shares are entitled in a Deemed Liquidation Event (assuming for this purpose that the Proposed Sale is a Deemed Liquidation Event) in accordance with these Articles in effect immediately prior to the Proposed Sale), and
 - (c) unless the holders of not less than fifty percent (50%) of the Series A Preferred Shares agree otherwise, the consideration received by the Series A Holder is at least three times the Series A Original Issue Price (as adjusted) per Series A Preferred Share

29 4 The provisions of this Article 29 shall terminate upon the completion of a Qualified IPO

29 5 All other regulations of the Company relating to the transfer of shares and the rights to registration of transfers shall be read subject to the provisions of this Article 29

30 **GENERAL MEETINGS**

The notice period required for convening a general meeting shall be that specified by the Act from time to time

31 **SECRETARY**

The Company shall only be required to have a secretary if so specified by the Act

32 **QUORUM AT GENERAL MEETINGS**

No business shall be transacted at any meeting unless a quorum is present. Two people holding shares or a proxy for such members or a duly authorised representative of a corporation shall be a quorum.

33 **ADJOURNMENT IF QUORUM NOT PRESENT**

The words "and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the member or members present in person or by proxy shall be a quorum and will constitute a valid meeting for all purposes" shall be inserted immediately following the words "as the Directors may determine" in regulation 41 of Table A.

34 **POLLS**

A poll may be demanded at any general meeting by the Chairman or by any member present in person or by proxy and entitled to vote. Regulation 46 of Table A shall be altered accordingly.

35 **REGULATION 51**

The words and figures "Subject to regulation 51 of these regulations" shall be inserted before the words "A poll shall be taken" in regulation 49 of Table A.

36 **PROXIES**

A member shall not be entitled to appoint more than one proxy to attend and vote on the same occasion and accordingly the final sentence of regulation 59 of Table A shall not apply to the Company. A proxy shall be entitled to cast the votes to which he is entitled in different ways.

37 **NO SHARE QUALIFICATION**

A Director shall not require a share qualification.

38 **WHO MAY BE APPOINTED AS DIRECTOR**

Any person may be appointed or elected as a Director and no Director shall be required to vacate his office by reason of his attaining or having attained the age of 70 years.

39 **NO RETIREMENT BY ROTATION**

The Directors shall not be liable to retirement by rotation and accordingly the words "and shall not be taken into account in determining the directors who are to retire by rotation at the meeting" in regulation 79 of Table A shall not apply to the Company.

40 **APPOINTMENT OF DIRECTORS BY COMPANY**

Without prejudice to the powers of the Directors under regulation 79 of Table A, the Company may by ordinary resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director.

41 **VACATION OF OFFICE**

The office of a Director shall be vacated if

- 41 1 he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a Director, or
- 41 2 he becomes bankrupt or insolvent or makes any arrangement or composition with his creditors, or
- 41 3 he is, or may be, suffering from mental disorder and either
 - 41 3 1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
 - 41 3 2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs, or
- 41 4 (not being precluded from so doing by the terms of any contract with the Company) by notice in writing he resigns the office of Director,
- 41 5 he is removed from office by a resolution duly passed pursuant to Section 168 of the Act, or
- 41 6 he is convicted of any criminal offence (excluding a minor offence under road traffic legislation) whether in the United Kingdom or elsewhere for which he is sentenced to any term of imprisonment whether immediate or suspended

42 **REMUNERATION**

In addition and without prejudice to regulation 82 of Table A, any Director who serves on any committee or who devotes special attention to the business of the Company or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a director may be paid such extra remuneration by way of lump sum, salary, participation in profits or otherwise as the Directors may determine

43 **DIRECTORS' GRATUITIES AND PENSION**

The words and figures "Without prejudice to the generality of regulation 70" shall be inserted before the words "The Directors may provide benefits" in regulation 87 of Table A

44 **DIRECTORS' MEETINGS**

- 44 1 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit Questions arising at any meeting shall be determined by a majority of votes and in the case of equality of votes the Chairman of the meeting shall have a second or casting vote
- 44 2 A Director may, and the secretary on the requisition of a Director shall, at any time summon a meeting of the Directors Notice of every meeting of the Directors shall be given to every Director, but the non-receipt of notice by any Director shall not invalidate the proceedings at any meeting of the Directors

45 **QUORUM**

The quorum necessary for the transaction of the business of the Directors shall be two or more directors to be present throughout the meeting at which the business is to be transacted

46 **ATTENDANCE BY TELEPHONE**

Any Director or member of a committee of the Board may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and any Director or member of a committee participating in a meeting in this manner shall be deemed to be present in person at such meeting

47 **DIRECTORS' INTERESTS**

47 1 **Transactions or Arrangements with the Company**

Subject to sections 177(5), 177(6), 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director may vote as a director or be entitled to participate in any unanimous decision of the directors in regard to any transaction or arrangement with the company in which he is interested or upon any matter arising therefrom and if he shall so vote or participate, his vote or participation shall be counted and he shall be reckoned in estimating any relevant quorum

47 2 **Directors' conflicts of interest**

47 2 1 The directors may, for the purposes of and subject to the provisions of section 175 of the Act, authorise any matter or situation which would, if not authorised, involve a director infringing his duty under that section to avoid a situation in which he has or can have a direct or indirect interest that conflicts with or may possibly conflict with the interests of the company (a "Conflict") The directors may give any such authorisation subject to such terms, limits and conditions as they shall consider appropriate in the circumstances

47 2 2 Where the directors authorise a Conflict, the director whose Conflict has been so authorised will not infringe any duty he owes to the company under sections 171 to 177 of the Act if he acts in accordance with the terms, limits and conditions (if any) as the directors impose in respect of that authorisation

47 3 **Benefits**

A director is not required, by reason of being a director, to account to the company for any remuneration, profit or other benefit which he or a person connected with him (as defined in section 252 of the Act) derives from any transaction or arrangement referred to in article 47 1 or which derives from or is in connection with a Conflict which has been authorised by the directors or by the company (subject in each case to any terms, limits or conditions attaching to that authorisation) and no such transaction, arrangement or other contract shall be liable to be avoided on such grounds and the receipt of any such remuneration, profit or benefit shall not constitute a breach of his duty under section 176 of the Act

48 BORROWING POWERS

Without prejudice to the generality of regulation 70 of Table A, the Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and, subject to Section 551 of the Act, to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party

49 CAPITALISATION OF PROFITS

In regulation 110(b) of Table A, the words "and in the same proportions" and "in those proportions" shall not apply to the Company

50 THE SEAL

If the Company has a seal it shall be used only with the authority of the Directors or of a committee of the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined, every instrument to which the seal is affixed shall be assigned by one Director and by the secretary or another Director. The obligation under regulation 6 of Table A relating to the sealing of share certificates shall only apply if the Company has a seal

51 NOTICES

51 1 Any notice to be given to or by any person pursuant to these Articles shall be in writing provided that a notice to a director need not be in writing if in any case that Director indicates that notice in writing is not necessary

51 2 In regulation 112 of Table A, the words "or by telex, facsimile or e-mail transmission" shall be inserted before the words "or by sending it by" and the words "first class" shall be inserted before the words "post in a prepaid envelope". The provisions of regulation 112 as so varied shall (mutatis mutandis) apply also to notices to Directors)

51 3 Where a notice is sent by first class 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 in the case of a notice of a meeting at the expiration of 24 hours after the letter containing the same is posted

52 COMMUNICATIONS

52 1 Subject to these Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being. A director may agree with the company that notices or documents sent to that director in a particular way are deemed to have been received within a specified time of their being sent and for the specified time to be less than 48 hours

52 2 Where a document or information is sent or supplied by the company by post, service or delivery shall be deemed to be effected at the expiration of 24 hours after the time when the envelope containing the same is posted (irrespective of the class or type of post used) and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed and posted

52 3 Where a document or information is sent or supplied by the company by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be

deemed to be effected on the same day on which it is sent or supplied and in proving such service it will be sufficient to prove that it was properly addressed

52 4 Where a document or information is sent or supplied by the company by means of a website, service or delivery shall be deemed to be effected when

52 4 1 the material is first made available on the website, or

52 4 2 if later, when the recipient received (or is deemed to have received) notification of the fact that the material was available on the website

52 5 Anything to be agreed or specified in relation to documents or information to be sent or supplied to joint holders, may be agreed or specified by that one of the joint holders whose name appears first in the register

52 6 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act

52 7 Regulation 62 (aa) and regulation 63 of Table A shall be amended so that references to "an electronic communication" be replaced by references to "in electronic form" and the wording in regulation 62 of Table A "in this regulation and the next "address" in relation to electronic communications, includes any number or address used for the purposes of such communications" shall be deleted

53 **GENERAL**

A person shall be "a person of unsound mind" for the purposes of Article 8 2 if he is a person to whom, if he were a Director, the provisions of Article 41 3 would apply

54 **INDEMNITY AND FUNDING OF DEFENCE COSTS**

54 1 Subject to the provisions of and so far as may be consistent with the Act, the company shall provide

54 1 1 for each relevant officer an indemnity out of the assets of the company to the extent that such indemnity is a "qualifying third party indemnity provision" within the meaning of section 234 of the Act,

54 1 2 a relevant officer with funds in accordance with section 205 of the Act to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings or in connection with any application under the provisions mentioned in section 205(5) of the Act or to enable a relevant officer to avoid incurring such expenditure, but so that any provision of funds will become repayable by the relevant officer or any liability of the company under any transaction connected with any provision of funds will become repayable by the relevant officer not later than

(a) in the event of the relevant officer being convicted in the proceedings, the date when the conviction becomes final,

(b) in the event of judgment being given against him in the proceedings, the date when the judgment becomes final, or

(c) in the event of the court refusing to grant him relief on the application, the date when the refusal of relief becomes final, and

54 1 3 a relevant officer with funds to meet expenditure incurred or to be incurred by him in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority in connection with any alleged negligence, breach of duty or breach of trust by that relevant officer in relation to the company or an associated company of the company or to enable a relevant officer to avoid incurring such expenditure

54 2 In this Article 54

54 2 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

54 2 2 a "relevant officer" means any director or other officer or former director or other officer of the company or an associated, but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor)

55 **INSURANCE**

55 1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss

55 2 In this Article 55

55 2 1 a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor),

55 2 2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the company, any associated company or any employees' share scheme of the company or associated company, and

55 2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate