

SATURDAY



Company No: 6432083

COMPANIES ACT 1985 AND 2006
COMPANY LIMITED BY SHARES
NEW ARTICLES OF ASSOCIATION

-of-

MOBILE PARTNERS GROUP LIMITED

(adopted by special resolution passed on 5th March 2008)

1 Interpretation

- 1 1 Subject as hereinafter provided the regulations contained in Table A of the Companies (Table A to F) Regulations 1985 (As amended by SI 2007/2541 and SI 2007/2826) (hereinafter referred to as “**Table A**”), shall, together with the following regulations, constitute the articles of associations of the Company
- 1 2 Regulations 23, 35, 40, 64 and 76 to 81 inclusive of Table A shall not apply to the company
- 1 3 In these Articles
- 1 3 1 headings are for convenience only and shall not affect the construction hereof,
- 1 3 2 words and expressions which are defined in Table A shall bear the same meaning when use herein and, unless the context otherwise requires or save as otherwise provided herein, words and expressions contained herein shall bear the same meaning as in the Act (but excluding any statutory modifications thereof not in force when these Articles were first adopted by the Company),
- 1 3 3 in the event of any conflict or inconsistency between any provision in Table A which is applicable to the Company and any provision set forth herein the latter shall prevail,
- 1 3 4 the following words and expressions have the following meanings
- “**Act**” means the Companies Act 1985 together with such provisions of the Companies Act 2006 as are for the time being in force and every statutory modification or re-enactment thereof and statutory instrument relevant thereto or derived therefrom for the time being in force,
- “**A**” **Deferred Shares**” means the “A” deferred share of £0 10 each in the capital of the Company having rights as set out in these Articles,
- “**A**” **Ordinary Shares**” means the “A” Ordinary Share of £0 0001 each in the

capital of the Company having rights as set out in these Articles,

“Articles” means these articles of association as amended from time to time,

“Associate” has the meaning ascribed thereto in Article 7.1.2

“Controlling Interest” has the meaning ascribed thereto in Article 7.1.4,

“Deferred Shareholder” means a holder of a deferred share of the Company of whatever class,

“Deferred Shares” means the deferred shares of £0.0001 each in the capital of the Company having rights as set out in these Articles,

“Directors” means (unless the context does not admit) the directors for the time being of the Company as a body, or a quorum of directors present at a meeting of the directors,

“Equity Shares” means the “A” Ordinary Shares and the Ordinary Shares, but not the Deferred Shares or the “A” Deferred Shares, and the expression “equity share capital” shall be construed accordingly,

“Group” means the Company and (wherever registered) any subsidiary of the Company.

“Group Company” means a company within the Group,

“Mandatory Transfer Notice” means any Transfer Notice (as such expression is defined in Article 6) which a Member is bound to give or is deemed to have given pursuant to any of the provisions of Article 6,

“Member” means any holder for the time being of shares (of whatever class) in the capital of the Company,

“Ordinary Shareholder” means a holder of an ordinary share of the Company of whatever class,

“Ordinary Shares” means the Ordinary Shares of £0.10 each in the capital of the Company having rights as set out in these Articles,

“Qualifying Offer” has the meaning ascribed to it in Article 7.5,

“Relevant Securities” means all Shares, rights to subscribe for Shares or to receive them for no consideration and all securities convertible into Shares,

“Shares” means (unless the context does not admit) shares in the capital of the Company of whatever class, and

“Shareholder” means a holder of Shares

- 1.4 A Special Resolution shall be effective for any purpose for which an Ordinary Resolution is expressed to be required under any provision of these Articles or the Act

2 Share capital and share rights

2 1 The authorised share capital of the Company at the date of the adoption of these Articles is £1,000,000 divided into 9,979,960 Ordinary Shares, 20,000 'A' Ordinary Shares, 20,000 Deferred Shares and 20,000 'A' Deferred Shares

2 2 The Ordinary Shares, 'A' Ordinary Shares, Deferred Shares and 'A' Deferred Shares shall constitute separate classes of shares having the rights set out in these Articles. The specific rights attached to the respective classes of Shares shall be as set out in Articles 2 3, 2 4 and 2 5

2 3 *As regards income* ✓

2 3 1 Subject to the provisions of the Act, any profits of the Company which the Company may determine to distribute in respect of any financial year shall be applied amongst the holders of the Equity Shares *pari passu* as if the same constituted one class of share in such amounts and on such terms as are determined in accordance with these Articles

2 3 2 The Deferred Shares and the "A" Deferred Shares shall not carry any rights to receive income or dividends from the Company

2 4 *As regards capital*

2 4 1 In the event of a return of capital on the liquidation or winding up of the Company or otherwise (except on the redemption of shares of any class or the purchase by the Company of its own shares), the surplus assets of the Company remaining after the payment of its liabilities shall be applied in the following order of priority

(a) the first available assets shall be distributed among the holders of Equity Shares in proportion to the number of Equity Shares held by them up to an amount of £1,000,000 per Equity Share, ✓

(b) the next available assets shall be applied in repayment to the Deferred Shareholders of the amount paid up on such shares being £0 0001 per Deferred Share and £0 10 per "A" Deferred Share, and ✓

(c) the balance of such assets remaining (if any) shall be distributed pro-rata among the holders of the Equity Shares as if the same constituted one class of share ✓

2 5 *As regards voting*

2 5 1 Subject as provided in Article 6 14, the Ordinary Shares shall confer on the holders thereof (in that capacity) the right to receive notice of and to attend speak and vote at all General Meetings of the Company. Each Ordinary Share shall carry one vote

2 5 2 Subject as provided in Article 6 14, the "A" Ordinary Shares shall confer on the holders thereof (in that capacity) the right to receive notice of and to attend speak and vote at all General Meetings of the Company. Each "A" Ordinary Share shall carry one vote

2 5 3 The Deferred Shares and the "A" Deferred Shares shall carry no right to receive notice of or to attend or vote at any general meeting of the Company

2 6 *Variation of class rights*

2 6 1 Whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding-up with the consent in writing of the holders of 75% in nominal amount of the issued shares of that class, or with the sanction of a Special Resolution passed at a separate meeting of the holders of the shares of that class, but not otherwise. All the provisions of these Articles relating to general meetings of the Company or proceedings thereat shall, mutatis mutandis, apply to every such separate meeting, except that the necessary quorum shall be such person or persons holding or representing it by proxy at least one third in nominal amount of the issued shares of that class, so that if at any adjourned meeting of such holders a quorum as above defined is not present, any member or members who are present shall be a quorum, and the holders of shares of each class shall, on a poll, have one vote in respect of every share of the class held by them respectively

2 6 2 Save with the prior written consent of each of the Ordinary Shareholders, the rights attached to the Deferred Shares and the "A" Deferred Shares may not be varied or abrogated under any circumstances

2 7 *Buy back of deferred shares*

2 7 1 Subject to the Act, the Company may by resolution of the Directors, and without the consent of the holder thereof, purchase all of the deferred shares (of whatever class) held by a Deferred Shareholder at an aggregate purchase price of £1 00 for all the deferred shares held by that Deferred Shareholder ✓

3 Allotment of Relevant Securities

3 1 Subject to the provisions of Table A and to the following provisions of these Articles, the Directors shall have full authority to exercise any power of the Company to offer, allot or otherwise dispose of any Relevant Securities, to such persons, at such times and generally on such terms and conditions as the Directors think proper provided that (insofar as the Company in General Meeting shall not have varied, renewed or revoked the said authority)

3 1 1 the maximum nominal amount of share capital which the Directors may allot or otherwise dispose of in accordance with this Article is the nominal amount of the Company's unissued share capital at the date of adoption of these Articles by the Company or such other amount as is authorised by the Company in general meeting and

3 1 2 the period within which the said authority to allot Relevant Securities may be exercised shall be limited to five years commencing upon the date of the adoption of these Articles, and

3 1 3 any offer or agreement in respect of Relevant Securities, which is made prior to the expiration of such authority and in all other respects within the terms of such

authority, shall be authorised to be made, notwithstanding that such offer or agreement would or might require Relevant Securities to be allotted after the expiration of such authority and, accordingly, the Directors may at any time allot any Relevant Securities in pursuance of such offer or agreement

3 2 The authority conferred upon the Directors to allot Relevant Securities may at any time, by Ordinary Resolution of the Company in General Meeting, be revoked, varied or renewed (whether or not it has been previously renewed hereunder) for a further period not exceeding five years

3 3 Section 89(1) and Sections 90(1) to (6) of the Act shall not apply to any allotment of any Relevant Securities by the company

3 4 Save in respect of options granted to officers and/or employees whether pursuant to any bona fide officers and/or employees share scheme or schemes or otherwise but not exceeding in number 3 5% in aggregate of the enlarged issued voting share capital of the Company from time to time and any Shares issued upon the valid exercise of such options, or unless otherwise determined by special resolution of the Company in general meeting or with the consent in writing of the holders of more than 75% in number of the aggregate number of Equity Shares in issue, any Relevant Securities shall, before they are allotted on any terms to any person, be first offered by the Company on the same terms to each person who holds Equity Shares in the Company (other than those Shareholders who have become obliged to transfer their Shares under these Articles (whether they have served a Mandatory Transfer Notice or not)) in the proportion which is, as nearly as practicable, equal to the proportion in number of Equity Shares held by him of the aggregate of all such Equity Shares in issue

3 5 Such offer shall be made by the Company by notice in writing specifying the number of Relevant Securities offered and the period, being not less than 21 days and not more than 30 days, within which the offer, if not accepted, will be deemed to have been declined After the expiration of such period, or on receipt of notice of the acceptance or refusal of every offer so made, the Directors may, subject to these Articles, dispose of such Relevant Securities as have not been taken up in such manner as they think proper provided that the terms of the offer (including price) shall be no more favourable than the terms offered to the existing holders of Equity Shares

3 6 The Directors may, in like manner, dispose of any such Relevant Securities as aforesaid, which by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in the manner hereinbefore provided

4 Lien

4 1 In regulation 8 of Table A, the words "(not being a fully paid share)" shall be omitted The Company shall have a first and paramount lien on all Shares standing registered in the name of any person (whether he be the sole registered holder thereof or one of two or more joint holders) for all moneys presently payable by him or his estate to the Company

5 Transfer of Shares: general

- 5 1 The instrument of transfer of any Share shall be executed by or on behalf of the transferor. In the case of a partly-paid Share, the instrument of transfer must also be executed by or on behalf of the transferee. The transferor shall be deemed to remain the holder of the Share until the name of the transferee is entered in the Register of Members in respect of it.
- 5 2 The Directors may refuse to register the transfer of any Share to a person who is (or whom the Directors reasonably believe to be) under 18 years of age or who does not have (or whom the Directors reasonably believe does not have) the legal capacity freely to dispose of any Share without let, hindrance or Court approval.
- 5 3 The Directors shall refuse to register the transfer of any Share, not being such a transfer as is permitted under Articles 5 5 (a "**Permitted Transfer**"), purported to be made other than in accordance with or as permitted under Article 6.
- 5 4 If, in relation to a transfer of any Share, the transferor thereof is a party to any agreement between the Company and some or all of its Members (being an agreement additional to these Articles) then the Directors may
- 5 4 1 require the transferee of such Share to enter into a written undertaking to be bound (to such extent as the Directors may reasonably stipulate) by the provisions of such agreement, and
- 5 4 2 decline to register the transfer of such Share unless and until the transferee has entered into such written undertaking.
- 5 5 *Permitted Transfers*
- Subject to Articles 5 2 and 5 4 and to Article 7 2, a Member may at any time transfer any Share
- 5 5 1 if the Member is a company to any holding or subsidiary company of that Member or to any other subsidiary company or any such Member's holding company,
- 5 5 2 to a person who is the beneficial owner of such Share or to a different or additional nominee or trustee on behalf of such beneficial owner provided that such person has not become the beneficial owner thereof in circumstances where a Mandatory Transfer Notice should have been but was not given, or
- 5 5 3 if the Member is an individual (subject as provided in Article 5 2) to an Associate as defined in Articles 7 1 2(a) and (b) PROVIDED THAT (i) in this case the Shares (including the full beneficial ownership and all other interests therein and rights attached thereto) shall be re-transferred within seven days to the transferor if the transferee is not or shall cease to be an Associate of the transferor (as so defined) failing which a Mandatory Transfer Notice shall be deemed to have been served and (ii) in the case of any transfer to a child of less than 18 years of age any such transfer must be to a nominee (being more than 18 years of age) on behalf of such child, or

5 5 4 to a Buyer pursuant to the provisions of Article 7 provided that pursuant to or prior to or contemporaneously with such transfer the Buyer has duly acquired or will duly acquire a Controlling Interest (as defined in that Article), or

5 5 5 with the prior written consent in writing of the holders of not less than 80% of the Equity Shares

5 6 *Directors to register transfers*

5 6 1 The Directors shall subject the provisions of this Article 5 and to any stamping requirements register any transfer of a Share which is a Permitted Transfer or made in accordance with Articles 6 or 7 but may in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any Share which would otherwise be permitted if it is a transfer

(a) of a Share on which the Company has a lien, and/or

(b) of a Share (not being a fully paid Share) to a person of whom they shall not approve

5 7 *Effect of transfer notice on permitted transfers*

5 7 1 Unless all the other Members consent in writing, no Member may transfer any Share under these Articles from the date on which any Transfer Notice (as defined in Article 6) is given or deemed or required to have been given in respect of such Share until such time as no other Member has any further rights or obligations, directly or indirectly in relation to the Shares comprised in such notice

5 8 *Prohibited transfers*

5 8 1 Save with the prior written consent of the Directors the Deferred Shares and 'A' Deferred Shares shall not be capable of being transferred

6 **Share transfers: pre-emption provisions**

6 1 Except in the case of a Permitted Transfer, the right to transfer or otherwise dispose of a Share or any interest in or arising from a Share in the Company (an option or other like rights to acquire any Share (whether by subscription or otherwise) being deemed to be an interest in a Share for this purpose) shall be subject to the provisions contained in these Articles and any such transfer or other disposal made otherwise than in accordance with such provisions shall be void

6 2 Before transferring or disposing of any Share or any interest in or arising from any Share or any rights attaching thereto the person proposing to transfer or dispose of the same (a "**Proposing Transferor**") shall give a notice in writing (a "**Transfer Notice**") to the Company specifying the Shares, interest and/or rights of which the Proposing Transferor wishes to dispose Notwithstanding that a Transfer Notice specifies that the Proposing Transferor wishes to dispose only of an interest in or arising from, and/or any right(s) attaching to, the Shares referred to therein, the Transfer Notice shall (regardless of any provisions in the Transfer Notice to the contrary) unconditionally constitute the Company the agent of the Proposing Transferor for the sale of all the legal title to, beneficial ownership of and all interests

and rights attaching to the Shares referred to therein (the “Sale Shares”) at the Sale Price during the Prescribed Period (as those terms are hereinafter defined) and in accordance with the provisions of this Article 6 Except in the case of a Mandatory Transfer Notice, a Transfer Notice may include a condition (a “**Total Transfer Condition**”) that if all the Sale Shares (of whatever class) are not sold to Members and/or such other persons as are referred to in Article 6 6 below, then none shall be so sold If a Total Transfer Condition is included then any offer of Sale Shares shall be made subject to Article 6 8 below Shares of different classes may not be included in the same Transfer Notice (other than a Mandatory Transfer Notice) A Mandatory Transfer Notice shall not be revocable Any other Transfer Notice shall not be revocable except with the written consent of the Directors or as permitted by Article 6 5

6 3 In the case of a Transfer Notice (including a Mandatory Transfer Notice)

6 3 1 if not more than 30 days (or such longer period (if any) as the Directors shall allow for this purpose) after the date on which the Transfer Notice was given or was deemed or required to be given the Proposing Transferor and the Directors shall have agreed a price per Share as representing the fair value of the Sale Shares or as being acceptable to the Proposing Transferor then such price shall be the Sale Price (subject to the deduction therefrom of any net dividend or other distribution declared or made after such agreement and prior to the said date) and the Prescribed Period shall commence on the date on which such agreement is reached and shall expire two months thereafter, or

6 3 2 failing such agreement, upon the expiry of such 30 day period (or such longer period (if any) as aforesaid) (or the date on which the Company became aware that the same had been deemed or had become required to be given) the Directors shall instruct an independent valuation expert experienced in valuing companies of a similar kind nominated by the President for the time being of the ICAEW (“**the Valuer**”) to determine and report the sum per Share considered by him or her to be the fair value of the Sale Shares and the sum per Share so determined and reported shall be the Sale Price and the Prescribed Period shall commence on the date on which the Valuer shall so determine and report and shall expire two months thereafter

6 4 For the purposes of Article 6 3 2, the Valuer shall act as an expert and not as an arbitrator and his or her determination shall be final and binding on the Company and all of its Members For the purposes of this Article 6, the fair value of the Sale Shares shall be determined by the Valuer as at the date when the relevant Transfer Notice or Mandatory Transfer Notice was given or deemed or required to have been given and on the following assumptions and bases

6 4 1 The Valuer shall determine the market value of the Sale Shares as between a willing buyer and a willing seller at arms’ length

6 4 2 If the Company is carrying on a business as a going concern, the Valuer shall assume that it will continue to do so

6 4 3 The Valuer shall assume that the Sale Shares are capable of being transferred without restriction

- 6 4 4 The Sale Shares are to be valued as a rateable proportion of the total market value of all the issued Shares of the same class without any discount being made by reason of such Shares (if such be the case) constituting a minority holding
- 6 4 5 The Valuer in reaching his or her determination as to the fair value of the Sale Shares shall also reflect any other factors which he or she acting reasonably believes should be taken into account
- 6 5 If the Valuer is asked to determine the Prescribed Price pursuant to Articles 6 3 and 6 4 he shall deliver a certificate certifying the Prescribed Price to the Company Upon receipt of the certificate the Company shall forthwith deliver a copy of it to the Proposing Transferor Save in the case of a Mandatory Transfer Notice, the Proposing Transferor shall be entitled by notice in writing given to the Company within 7 days of the service upon him of the copy certificate to cancel the Company's authority to sell the shares which are the subject of the Transfer Notice The cost of obtaining the certificate from the Valuer shall be paid by the Company unless the Proposing Transferor cancels it in which case the Proposing Transferor shall bear the cost
- 6 6 Following the expiry of the 7 day period referred to in Article 6 5 (and provided the Proposing Transferor has not exercised his right to cancel the Transfer Notice under Article 6 5), the Company shall offer the Sale Shares in writing first to the holders for the time being (other than the Proposing Transferor or any of his Associates) of Equity Shares and next (if and so far as not accepted following such offer) to such person or persons (if any) as the directors think fit, PROVIDED THAT the Company shall not be required to, and shall not, offer any Sale Shares to any person who remains a Member but who has given or been deemed or is required to have given a Transfer Notice on or prior to the date on which any such offer as referred to above is made
- 6 7 Any such offer as is required to be made by the Company pursuant to Article 6 6 shall limit a time (not being less than 21 days nor more than 30 days) after such offer is made within which it must be accepted or in default will lapse Following any such offer, if acceptances are received in respect of an aggregate number of Shares in excess of that offered, the number of Sale Shares shall be allocated amongst those who have accepted the same in proportion as nearly as possible to the number of Equity Shares held by each acceptor (or in the case of any such offer made to persons who are not already Members on such basis as the Directors shall determine) PROVIDED THAT no acceptor shall be obliged to acquire more Sale Shares than the number for which he has applied and so that the provisions of this Article 6 7 shall continue to apply mutatis mutandis until all Shares which any such acceptor would but for this proviso have acquired on the proportionate basis specified above have been allocated accordingly
- 6 8 If a Transfer Notice shall validly contain a Total Transfer Condition then any such offer as aforesaid shall be conditional upon such condition being satisfied and no acceptance of an offer of Sale Shares will become effective unless and until such condition is satisfied
- 6 9 If, prior to the expiry of the Prescribed Period, the Company shall, pursuant to the foregoing provisions, find Members or other persons (hereafter called "**Purchasers**")

to purchase some or (if Article 6 8 shall apply) all the Sale Shares and shall give notice in writing thereof to the Proposing Transferor he shall be bound, upon payment of the Sale Price, to transfer such Shares to the respective Purchasers. Every such notice shall state the name and address of the Purchaser or Purchasers and the number of the Sale Shares agreed to be purchased by him or them and the sale and purchase of the Sale Shares shall be completed at a place and time to be appointed by the Directors not being less than three days and no more than 10 days after the date of such notice

- 6 10 If a Proposing Transferor shall fail or refuse to transfer any Sale Shares to a Purchaser hereunder, the Directors shall authorise some person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money in trust for the Proposing Transfer and cause the Purchaser to be registered as the holder of such Shares. The receipt of the Company for the purchase money shall be a good discharge to the Purchaser (who shall not be bound to see to the application thereof) and after the Purchaser has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person
- 6 11 If by the foregoing procedure the Company shall not, prior to the expiry of the Prescribed Period, find Purchasers willing to purchase all the Sale Shares and shall give notice in writing thereof to the Proposing Transferor, the Proposing Transferor at any time thereafter up to the expiration of two calendar months from the date of such notice shall, subject as hereinafter provided, be at liberty to transfer those of the Sale Shares not purchased by Purchaser(s) to any one person or persons on a bona fide sale at any price not being less than the Sale Price, PROVIDED ALWAYS THAT
- 6 11 1 if the Transfer Notice shall contain a Total Transfer Condition the Proposing Transferor shall not be entitled to transfer any of the Sale Shares unless in aggregate the whole of such Sale Shares are transferred to Purchaser(s), and
- 6 11 2 the Directors may require the Proposing Transferor to evidence to them (to their reasonable satisfaction) that such Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the instrument of transfer without any deduction, rebate, allowance or indulgent terms whatsoever to the Purchaser(s) thereof and if not so satisfied may refuse to register the instrument of transfer and/or serve a Disenfranchisement Notice with the effect set out in Article 6 14 1 (b) below in respect of such Shares as shall have been so sold
- 6 12 No Share and no interest or right in or arising from any Share may be sold, transferred or otherwise disposed of to any person unless a transfer of such Share or interest or right to such person would rank as a Permitted Transfer or as a transfer permitted pursuant to the foregoing provisions of this Article 6. If the foregoing provisions shall be infringed the holder of the Shares concerned shall unless the Directors otherwise determine, be deemed to have given, on the date on which the Directors become aware of such infringement, a Mandatory Transfer Notice in respect of all the Shares of which such person and any Associate(s) of such person is then the holder

6 13 *Mandatory Transfers on the occurrence of certain events*

- 6 13 1 If any person becomes entitled to any Shares in consequence of the bankruptcy or liquidation of a Member or (other than in circumstances where Article 6 13 2 applies) death of a Member then a Mandatory Transfer Notice or Notices shall be deemed to have been given on the date on which the Directors became aware that such entitlement has arisen in respect of all the Shares held by the Member and any Associate(s) of such Member
- 6 13 2 If at any time any person (not being a person appointed as a Director pursuant to Article 9 2) shall cease to be a Director of, employee of, or consultant to, any Group Company (for whatever reason including death), then (unless the Directors (other than the Director concerned) determine otherwise at the relevant time) there shall be deemed to have been given on the date of such cessation a Mandatory Transfer Notice in respect of all the Shares then held by such person and any Associate(s) of such person
- 6 13 3 If any person who is deemed to have given a Mandatory Transfer Notice pursuant to Article 6 13 2 is a “bad leaver” (as defined below) (or an Associate of a bad leaver) then, notwithstanding any provisions of these Articles to the contrary, the Sale Price for the relevant Sale Shares shall be the lower of their value determined as provided in Articles 6 3 and 6 4 and the original subscription price paid for such Shares
- 6 13 4 For the purposes of Article 6 13 3 the expression “**bad leaver**” means an individual whose employment by (or consultancy with) a Group Company terminates by virtue of (i) his (of his own volition, but for the avoidance of doubt other than by virtue of death or permanent incapacity) leaving such employment (or consultancy) (whether or not after giving and/or working out the notice required to be given by him in order to terminate the same), or (ii) his justified summary dismissal by a Group Company by reason of his being in breach of his employment (or consultancy) contract
- 6 13 5 If at any time any former Director or former employee or former consultant of or to any Group Company shall (after ceasing to be such a Director, employee or consultant) acquire (or any Associate of any such person shall acquire) any Shares pursuant to an option or other like right which was granted to him prior to such cessation then the foregoing provisions in 6 13 2 shall apply to such Shares as if reference in Article 6 13 2 to ‘the date of such cessation’ was reference to the date on which the relevant person acquires such Shares

6 14 *Miscellaneous*

- 6 14 1 For the purpose of ensuring that a transfer of Shares is a Permitted Transfer or that no circumstances have arisen whereby a Transfer Notice is required or deemed to be given hereunder, the Directors may from time to time require any Member or the personal representatives of any deceased Member or any person named as transferee in any transfer lodged for registration or any Associate of any of the foregoing to furnish to the Company such information and evidence as the Directors may think fit regarding any matter which they may deem relevant to such purpose Failing such information or evidence being furnished to the reasonable satisfaction of the Directors within a reasonable time after request, the Directors shall be entitled

- (a) to refuse to register the transfer in question or, in the case where no transfer is in question, to require by notice in writing that a Transfer Notice be given by the holders of the relevant Shares in respect of all such Shares. If such information or evidence discloses that a Transfer Notice ought to have been given in respect of any Shares the Directors may by notice in writing require that a Transfer Notice be given or state that a Mandatory Transfer Notice shall be deemed to have been given by the holders of those Shares and/or their Associates in respect of all such Shares, and/or
 - (b) to serve upon the holder(s) of the Shares in question a notice (a **"Disenfranchisement Notice"**) stating that such Shares shall as from the date of service of such Disenfranchisement Notice on such holder no longer confer any right to attend, speak or vote at any General Meeting of the Company or at any class meeting or to receive or be entitled to receive any dividend or other distribution until such time as the Directors shall think fit and, as from such date, such Shares shall no longer confer any such rights accordingly
- 6 14 2 In any case where the Directors have duly required a Transfer Notice to be given in respect of any Shares or any one or more Members have become bound to give a Transfer Notice and such Transfer Notice is not duly given within a period of one calendar month (or such longer period (if any) as the Directors may allow for the purpose) a Mandatory Transfer Notice shall (except and to the extent that a Permitted Transfer of any of such Shares shall have been lodged), be deemed to have been given on such date or after the expiration of such period as the Directors may by resolution determine and the provisions of this Article 6 relating to the transfer of Shares shall apply accordingly
- 6 14 3 The Directors shall also be entitled to serve a Disenfranchisement Notice (as defined in and having the effect as stated in Article 6 14 1(b)) on the holders of any Shares which are for the time being the subject of a Transfer Notice (including a Mandatory Transfer Notice) but such notice shall have effect only for so long as such Shares remain the subject of a Transfer Notice

7 **Transfer of a Controlling Interest**

7 1 For the purposes of this Article 7 the following expressions have the following meanings

7 1 1 **"acquire"** means to be or become the legal or beneficial owner of Shares, whether directly or indirectly and whether by the issue, transfer, renunciation or conversion of Shares or otherwise and whether all at one time or not

7 1 2 **"Associate"** means

- (a) the spouse or child (including adopted child) of the relevant person, or
- (b) the trustees of any settlement (whether or not set up by the relevant person) under which the relevant person and/or his spouse or children is or is capable of being a beneficiary, or
- (c) any nominee or bare trustee for the relevant person or for any other Associate of the relevant person, or

- (d) if the relevant person is a company, any subsidiary or holding company of the relevant person and any other subsidiary of any such holding company, or
- (e) any person with whom the relevant person or any Associate of the relevant person is connected, the question of whether any such person is so connected falling to be determined for this purpose in accordance with the provisions of Section 839 of the Income and Corporation Taxes Act 1998, or
- (f) any person with whom the relevant person is acting in concert (such expression to have the same definition and meaning that is ascribed thereto in the City Code on Takeovers and Mergers as for the relevant time being current)

7.1.3 **"Buyer"** means a person and any Associate(s) of such person (in each case whether or not an existing Member of the Company) who wishes or agrees to acquire Shares

7.1.4 **"Controlling Interest"** means Shares (or the right to exercise the votes attaching to Shares) which confer in aggregate more than 50 per cent of the total voting rights conferred by all the Shares in the capital of the Company for the relevant time being in issue and conferring the right to vote at all General Meetings

7.1.5 **"Prescribed Price"** shall, in relation to Equity Shares, mean a price per Equity Share which is the higher of

- (a) the highest price which, at the time of making the Offer (as referred to below), the Buyer has agreed to pay or is prepared to offer to pay any holder(s) of Equity Shares, and
- (b) the highest price at which the Buyer has acquired any Equity Shares in the period of 12 months prior to the date on which the relevant Offer is made

7.2 Notwithstanding anything to the contrary contained in these Articles, no Buyer shall be entitled or permitted to acquire, and no person shall transfer any Shares (or any interest) if, as a result, a Buyer would acquire a Controlling Interest in the Company unless and until the Buyer has first made an offer (in accordance with Article 7.3) to all the holders of Equity Shares in the Company at the relevant time (of whatever class) (other than the Buyer if he is already such a holder) to purchase from them at the Prescribed Price per Share their entire holding of Equity Shares in the capital of the Company

7.3 Any such offer as is referred to in Article 7.2 (an **"Offer"**) must be made in writing must be open for acceptance and irrevocable for a period of not less than 30 and not more than 60 days, must not contain any requirement for any person to whom the same is made to give any representation warranties or undertakings other than as to their capacity and capability to sell the relevant Equity Shares and all rights thereto and interest therein free from any option, lien, charge or other encumbrance and must not be subject to any condition save only, if the Buyer so wishes, that acceptance must be received for a specified percentage of the Equity Shares in respect of which the Offer is made

7.4 If within 60 days of making the Offer, the Buyer has not acquired a Controlling Interest then such Offer shall be deemed not to have been made to the extent that the

Buyer shall not be entitled to acquire a Controlling Interest thereafter unless and until he has made a further Offer

- 7 5 If a Buyer makes an offer to acquire all the Equity Shares which complies with this Article 7 and which is approved in writing by Shareholders representing not less than 60 per cent of the voting rights attached to all the issued shares in the capital of the Company (a “**Qualifying Offer**”) then the Buyer may give written notice (a “**Drag Along Notice**”) to those Members who have not accepted the Qualifying Offer requiring them to do so Each of such non-accepting Members shall upon the giving of a Drag Along Notice
- 7 5 1 be deemed to have accepted the same in respect of all the Equity Shares held by him in accordance with the terms of the Qualifying Offer, and
- 7 5 2 become obliged to deliver up to the Buyer an executed transfer of such Equity Shares (together with any deferred shares (of whatever class) held by him) and the certificate(s) in respect of the same
- 7 6 If any such non-accepting Member as is referred to in Article 7 5 shall not, within 14 days of becoming required to do so, execute transfer(s) in respect of all the Equity Shares and deferred shares held by such Member, then the Directors shall be entitled to, and shall, authorise and instruct such person(s) as they think fit to execute the necessary transfer(s) on his behalf and, against receipt by the Company (on trust for such Member) of the purchase moneys payable for the relevant shares, deliver such transfer(s) to the Buyer (or its agents) and register the Buyer (or its nominees) as the holder thereof, and after the Buyer (or its nominees) has been registered as the holder of the shares the validity of such proceedings shall not be questioned by any person
- 7 7 A Buyer may also serve a Drag Along Notice upon any person who becomes a Member after completion of the acquisition of a Controlling Interest upon exercise of rights granted prior to completion of such acquisition and Articles 7 5 and 7 6 shall apply accordingly
- 7 8 In calculating the Prescribed Price for the purposes of Article 7 1 5 there shall be brought into account any other consideration (in cash or otherwise) including any deferred or contingent consideration received or receivable by any Member or former Member (or any Associate of such Member or former Member) which, having regard to the substance of the relevant transaction as a whole, can reasonably be regarded as part of the consideration paid (or provided) or payable (or to be provided) for the Shares in question The cash value of any non-cash consideration shall be determined by a Valuer in accordance with the provisions of Articles 6 3 and 6 4
- 7 9 Any dispute concerning the calculation of the Prescribed Price for the purposes of Article 7 1 5 shall be referred to a Valuer (as defined in Article 6 3 2) who shall act as an expert and not as an arbitrator and whose decision shall be final and binding and whose costs shall unless he determines otherwise be borne by the Company
- 7 10 For the purpose of ensuring
- 7 10 1 that no Buyer has acquired or may acquire a Controlling Interest otherwise than as permitted by this Article 7 (and to that end for the purpose of determining whether one person is an Associate of another), or

7 10 2 that a price offered or proposed to be offered for any Shares is the Prescribed Price,

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

8 Proceedings at general meetings

8 1 At the end of regulation 38 of Table A there shall be inserted the following "In every notice of a general meeting there shall appear the statement referred to in Section 372(3) of the Act, in relation to the right of member to appoint proxies"

8 2 No business shall be transacted at any Meetings unless a quorum is present Two Ordinary Shareholders entitled to attend at that Meeting, present in person, or by proxy or (in the case of a corporation) a duly authorised representative, shall be a quorum At the end of regulation 41 of Table A there shall be inserted the following "If within half an hour from the time appointed for the holding of an adjourned meeting a quorum is not present, the meeting shall be dissolved "

8 3 In regulation 59 of Table A, the second sentence shall be omitted

9 Appointment of Directors

9 1 Either the Company or Ordinary resolution or the Directors may appoint a person who is willing to act to be a Director, provided that the appointment does not cause the number of directors to exceed any maximum number fixed in accordance with these Articles

9 2 A Shareholder shall be entitled from time to time to appoint one person (being such person as it thinks fit) as a non-executive director of the Company for every 20% of the equity share capital of the Company held by that Shareholder for the time being, and to remove such person or persons and appoint another in his place Any such appointment or removal shall be made by written notice to the Company signed by or on the behalf of the Shareholders and shall take effect on the date specified in the notice

10 Proceedings of Directors

10 1 A Director shall be regarded as present at a meeting of the Directors shall be entitled to participate therein if by, means of a telephone or other communications equipment, he and those physically present can hear each other and any Director so deemed to be present shall be counted for the purposes of determining whether or not a quorum is present

10 2 The number of Directors (other than alternate Directors) shall not be subject to any maximum but shall be not less than one

The quorum for the Directors meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two in number – unless the company has only one Director, then that director shall be the sole legal representative of the company, in accordance with these Articles, and unless there is a sole director – and unless otherwise fixed it is to be at least two

10 3 Subject to disclosure in accordance with Section 317 of the Act, a Director may vote in respect of any contract or arrangement in which he, or nay person with whom he is connected, is interested and be counted in the quorum present at any meeting of the Directors or, if otherwise so entitled, at any General Meeting of the Company at

which any such contract or arrangement, is proposed or considered, and if he shall so vote, his vote shall be counted. This Article shall have effect in substitution for regulations 94 to 98 inclusive of Table A, which regulations shall not apply to the Company

- 10 4 Any Shareholder who owns (or Shareholders who together own) not less than 5% of the issued equity share capital of the Company for the time being may if it or they so wish send an observer (an “Observer”) to attend board meetings of each Group Company and any such person shall be entitled to speak but not vote at such meetings

11 Remuneration of directors

- 11 1 The remuneration of the Directors shall be determined by the Board of Directors and the relevant Director shall not be entitled to be present during discussions regarding and/or vote upon his or her own remuneration. Regulation 82 of Table A shall not apply to the Company

12 Borrowing Powers

- 12 1 The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and, subject to Section 80 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

13 Indemnity and insurance

- 13 1 Subject to the provisions of the Act, every Director, secretary or other officer of the Company (other than an auditor) shall be entitled to be indemnified by the Company out of its own funds for all costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as officer or employee of the Company and in which judgement is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court
- 13 2 Without prejudice to the provisions of Article 13 1, the Directors shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, officers, employees or auditors of the Company or of any subsidiary undertaking of the Company including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or the exercise of purported exercise of their powers

and/or otherwise in relation to or in connection with their duties, powers or offices in relation to the Company or any subsidiary undertaking

- 13.3 Subject to the provisions of the Act, a Director shall (in the absence of some other material interest as is indicated below) be entitled to vote (and be counted in quorum) in respect of any resolution concerning any proposal concerning any insurance which the Company is empowered to purchase and/or maintain for or for the benefit of any Directors of the Company provided that for the purposes of this Article 13.3 insurance shall mean only insurance against the liability incurred by a Director in respect of any such act or omission by him as is referred to in Article 13.2 above or any other insurance which the Company is empowered to purchase and/or maintain for or for the benefit of any groups of persons consisting of or including Directors of the Company