

Company Number: 06595315

THE COMPANIES ACTS 1985 to 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

OF

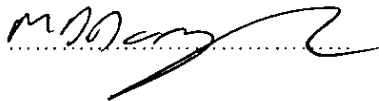
INFINIS ENERGY HOLDINGS LIMITED (the "Company")

PROPOSED BY THE BOARD OF DIRECTORS OF THE COMPANY IN ACCORDANCE WITH
SECTION 291 OF THE COMPANIES ACT 2006

SPECIAL RESOLUTION

1. That the articles of association contained in the document attached to this resolution be approved and adopted as the new articles of association of the Company in substitution for, and to the entire exclusion of, the existing articles of association of the Company.

By order of the board:



Director

Date 9 June 2009

FRIDAY



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COMPANIES HOUSE

**INFORMATION REQUIRED TO COMPLY WITH SECTION 291(4) OF THE COMPANIES ACT
2006**

1. Eligible members are the members who would have been entitled to vote on the resolution on the circulation date of the written resolution.
2. The circulation date of the written resolution is 9 June 2009 (the "**Circulation Date**").
3. The procedure for signifying agreement by an eligible member to a written resolution is as follows:
 - (A) A member signifies his agreement to a proposed written resolution when the company receives from him (or someone acting on his behalf) an authenticated document –
 - (i) identifying the resolution to which it relates, and
 - (ii) indicating his agreement to the resolution.
 - (B) The document must be sent to the company in hard copy form or in electronic form.
 - (C) A member's agreement to a written resolution, once signified, may not be revoked.
 - (D) A written resolution is passed when the required majority of eligible members have signified their agreement to it.
4. Unless sufficient agreement has been received for the Resolution to be passed, it will lapse on the date that is 28 days following the Circulation Date.

AGREEMENT BY ELIGIBLE MEMBERS TO WRITTEN RESOLUTION

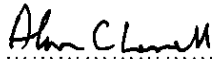
I, being an eligible member of the Company:

1. confirm that I have received a copy of the above written resolution in accordance with section 291 of the Companies Act 2006; and
2. hereby resolve and agree that the above resolution is passed as a written resolution pursuant to section 288 of the Companies Act 2006 and that such resolution shall take effect as a special resolution.



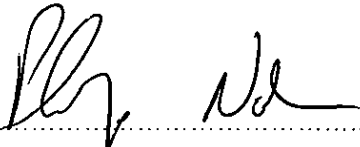
Signed by: Michael Damian Darragh for and on behalf of
Infinis Capital Limited

Dated: 9 June 2009



Signed by: Alan Charles Lovell

Dated: 15 June 2009



Signed by: Philip Michael Gerard Nolan

Dated: 22 JUNE 2009

Registered No. 06595315

THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

INFINIS ENERGY HOLDINGS LIMITED

(Adopted by a written resolution dated 22 June 2009)

1. Adoption of Table A

In these Articles "Table A" means Table A scheduled to the Companies (Tables A to F) Regulations 1985, insofar as it relates to private companies limited by shares, as amended prior to the date of adoption of these Articles. The regulations contained in Table A shall, except where they are excluded or modified by these Articles, apply to the Company and, together with these Articles, shall constitute the Articles of the Company. No other regulations set out in any statute concerning companies, or in any statutory instrument or other subordinate legislation made under any statute, shall apply as the regulations or Articles of the Company.

2. Interpretation

2.1 Words and expressions which bear particular meanings in Table A shall bear the same meanings in these Articles.

2.2 Except as otherwise defined in Article 6 in relation to the provisions of that Article, in these Articles:

(A) "address" includes any number or address used for the purpose of sending or receiving documents or information by electronic means;

"contract" includes any transaction or arrangement (whether or not constituting a contract);

"group company" means the Company's ultimate holding company (if any) and any body corporate which is directly or indirectly a wholly-owned subsidiary of the Company or such ultimate holding company, in each case from time to time;

"parent company" means a group company of which the Company is from time to time directly or indirectly a wholly-owned subsidiary;

"ultimate holding company" means any holding company of the Company from time to time that does not itself have a holding company ("holding company" having the meaning set out in section 1159 of the Companies Act 2006);

(B) references to writing include references to any method of representing or reproducing words in a legible and non-transitory form whether sent or supplied in electronic form or otherwise; and

(C) headings are for convenience only and shall not affect construction.

2.3 If, and for so long as the Company has only one member, these Articles shall (in the absence of any express provision to the contrary) apply with such modification as may be necessary in relation to such a company.

3. Share Capital

The share capital of the Company is £1,000,000 divided into 1,000,000 Ordinary shares of £1 each ("**Ordinary Shares**").

4. Rights Attached to Shares

Subject to the provisions of the Act and to any rights conferred on the holders of any other shares, any share may be issued with or have attached to it such rights and restrictions as the Company may by ordinary resolution decide or, if no such resolution has been passed or so far as the resolution does not make specific provision, as the directors may decide. Regulation 2 of Table A shall not apply.

5. Unissued Shares

Subject to the provisions of the Act and to these Articles, any unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the directors who may offer, allot, grant options over or otherwise dispose of them to such persons at such times and for such consideration and upon such terms and conditions as they may determine.

6. Initial Authority to Issue Relevant Securities

Subject to any direction to the contrary which may be given by the Company in general meeting, the directors are unconditionally authorised to exercise all powers of the Company to allot relevant securities. The maximum nominal amount of relevant securities that may be allotted under this authority shall be the nominal amount of the unissued share capital at the date of adoption of this Article or such other amount as may from time to time be authorised by the Company in general meeting. The authority conferred on the directors by this Article shall remain in force for a period of five years from the date of adoption of this Article but may be

revoked varied or renewed from time to time by the Company in general meeting in accordance with the Act.

(6A) Drag-Along

In Articles 6A to 6E inclusive, the following terms shall have the following meanings:

"Acting in Concert" means the meaning given to it in the City Code on Take-overs and Mergers published by the Panel on Take-overs and Mergers (as amended from time to time);

"Affiliate" means, in respect of any person:

- (a) any person connected with such person (and "connected with" bears the meaning set out in section 839 of ICTA); and/or
- (b) any company under the control of such person (and "control" bears the meaning set out in section 840 of ICTA); and/or
- (c) any associated company of such person (and "associated company" bears the meaning set out in section 416 of ICTA);

"Allocation Notice" has the meaning set out in Article 6C.14;

"Auditors" means the auditors for the time being of the Company;

"Auditors' Certified Price" shall have the meaning set out in Article 6A.13;

"Auditors' Compulsory Sale Shares Certified Price" has the meaning set out in Article 6C.8;

"Business Day" means a day, not being a public or bank holiday, Saturday or Sunday, on which clearing banks in London are open for normal business;

"Closing Date" has the meaning set out in Article 6B.9;

"Co-Investment Scheme" means a scheme under which certain officers, employees or partners of an Investor or its adviser or manager are entitled (as individuals or through a body corporate or any other vehicle) to acquire Holdco Shares which the Investor would otherwise acquire;

"Completion Condition" means:

- (a) in relation to a Drag Along Notice, the acquisition by the Proposed Purchaser of Ordinary Shares resulting in it holding a Controlling Interest; or
- (b) in relation to a Holdco Drag Notice, the occurrence of the event referred to in Article 6A.4; or
- (c) in relation to a Tag Notice, the occurrence of the event referred to in Article 6B.1; or

- (d) in relation to a Holdco Tag Notice, the occurrence of the event referred to in Articles 6B.6 (a) or 6B.6 (b);

"Compulsory Sale Shares" means those Ordinary Shares which are required to be transferred pursuant to the provisions of Articles 6C.1, 6C.2, 6C.3 or 6C.4;

"Compulsory Sale Shares Dispute Notice" has the meaning set out in Article 6C.6;

"Controlling Interest" means Ordinary Shares together entitling the holder to exercise a majority of the votes at a general meeting of the Company;

"Defaulting Shareholder" has the meaning set out in Article 6A.3;

"Delivery Date" means 10 Business Days after the service of a Drag-Along Notice or a Holdco Drag Notice, as the case may be;

"Dispute Notice" shall have the meaning set out in Article 6A.11;

"Drag-Along Notice" has the meaning set out in Article 6A.1;

"Employee" means a person who is or becomes or was (at any time) an employee of any Group Company;

"Employee Member" means a holder of Ordinary Shares who is an Employee;

"Encumbrance" means any mortgage, charge, security interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected other than liens arising by operation of law);

"Group Company" means Infinis Holdings (company number 4733479) whose registered office is situated at First Floor, 500 Pavilion Drive, Northampton Business Park, Northampton NN4 7YJ and any other company (or other entity) which is for the time being a subsidiary undertaking of the Company (and "Group" shall be construed accordingly);

"Holdco" means any holding company of the Company excluding:

- (a) any Investor;
- (b) any parent company of an Investor; and
- (c) any partner in or shareholder in an Investor or its parent company;

"Holdco Controlling Interest" means, in relation to any Holdco, ordinary shares together entitling the holder to exercise a majority of the votes at a general meeting of that Holdco;

"Holdco Drag Notice" has the meaning set out in Article 6A.4;

"Holdco Drag Completion Date" has the meaning set out in Article 6A.5;

"Holdco Purchaser" has the meaning set out in Article 6A.4;

"Holdco Sale Notice" has the meaning set out in Article 6B.9;

"Holdco Shares" means shares in the capital of any Holdco;

"Holdco Tag Notice" has the meaning set out in Article 6B.9;

"Holdco Tag Shares" has the meaning set out in Article 6B.10;

"ICTA" means the Income & Corporation Taxes Act 1988;

"Investor" means Monterey Capital II Sarl (registration number B 90.247) whose registered office is situated at 41 Boulevard du Prince Henri, L-1724, Luxembourg, each of the Terra Firma Partnerships, any investor in any of them, any general partner of any of them for the time being, and any nominee or Affiliate (excluding any Group Company) of any of them and **"Investor"** means any of them;

"Listing" means the admission of any of the share capital of any Holdco to the Official List of the UK Listings Authority or any recognised investment exchange (as defined in Section 285 of the Financial Services and Markets Act 2000) or any exchange or market replacing the same or any stock exchange in any major financial centre in the world and **"Listed"** shall be construed accordingly;

"member" means any holder for the time being of shares in the capital of the Company of whatever class;

"Non-Employee Member" means a holder of Ordinary Shares who is not an Employee;

"Offered Shares" has the meaning set out in Article 6B.9;

"Other Holders" has the meaning set out in Article 6A.1;

"Permitted Transferee" means, in relation to any member, such member's spouse or child (not being a minor) or parent;

"Permitted Transferor" means in relation to any member to whom shares have been transferred pursuant to Article 6D(c), the person who first transferred the shares held by such member pursuant to that Article (whether or not that person transferred those shares directly to that member);

"Proposed Purchaser" in relation to a proposed transfer of shares means the proposed transferee or transferees Acting in Concert;

"Proposing Transferor" has the meaning set out in Article 6B.1;

"Relevant Member" means a member to whom shares have been transferred pursuant to Article 6C;

"Sale Completion" has the meaning set out in Article 6A.1;

"Sale Notice" has the meaning set out in Article 6B.1;

"Sale Shares" has the meaning set out in Article 6A.1;

"Selling Shareholders" has the meaning set out in Article 6B.10;

"Tag Along Notice" has the meaning set out in Article 6B.2;

"Tag Completion Date" has the meaning set out in Article 6B.11;

"Tag Shares" has the meaning set out in Article 6B.1;

"Terra Firma Partnerships" means Terra Firma Capital Partners I, Terra Firma Capital Partners II, L.P.-A, Terra Firma Capital Partners II, L.P.-B, Terra Firma Capital Partners II, L.P.-C, Terra Firma Capital Partners II, L.P.-D, Terra Firma Capital Partners II, L.P.-E, Terra Firma Capital Partners II, L.P.-F, Terra Firma Capital Partners II, L.P.-H and TFCPII Coinvestment I L.P;

"Transferee(s)" means such person or persons to whom any Ordinary Shares shall be allocated pursuant to Article 6C.12;

"Transferor" means:

- (a) in case of a transfer required by Article 6C.1, (i) the member in question and (ii) the trustee in bankruptcy of that member;
- (b) in case of a transfer required by Article 6C.2, the personal representatives of the member;
- (c) in case of a transfer required by Article 6C.3, (i) the member and (ii) the member's attorney appointed under an enduring power of attorney and (iii) the receiver, curator bonis or other person appointed to exercise powers with respect to the member's property or affairs (as the case may be);
- (d) in case of a transfer required by Article 6C.4, the member; and
- (e) in each case, each other member who has acquired Ordinary Shares directly or indirectly pursuant to a transfer under Article 6D(c) and who is required to transfer Ordinary Shares pursuant to Articles 6C.1 to 6C.4 inclusive;

"Transfer Date" means the date for completion of the sale and purchase of the Compulsory Sale Shares specified by the directors in accordance with Article 6C.14; and

"Transfer Price" means the market value (ex dividend) of the Compulsory Sale Shares determined by the directors in accordance with the provisions of Article 6A.10, in relation to any Employee Member (other than an Employee Member who serves a Dispute Notice) or the Auditors (in relation to any Employee Member who serves a Dispute Notice).

- 6A.1 If any Non-Employee Member intends to sell all or some of its holding of Ordinary Shares on bona fide arm's length terms (the shares to be sold by the Non-Employee Member being referred to as **"Sale Shares"**) which would, if the transfer were completed, result in a Proposed Purchaser(s) acquiring or holding a Controlling Interest, such Non-Employee Member shall have the right to give to the other holders of Ordinary Shares (the **"Other Holders"**) at least 10 Business Days' advance written notice prior to its selling the Sale Shares, requiring the Other Holders to sell to the Proposed Purchaser all of their holdings of Ordinary Shares. That notice (the **"Drag-Along Notice"**) will be made in the manner set out in Article 32 and will include details of the Sale Shares and the proposed price for each Sale Share to be paid by the Proposed Purchaser, details of the Proposed Purchaser, the place and the date and time of completion (the **"Sale Completion"**) of the proposed purchase, which shall be on a date not less than 10 Business Days after the date of receipt by the Other Holders of the Drag-Along Notice and the highest price per Ordinary Share sold by the Non-Employee Member to the Proposed Purchaser in the period of six months ended on (and including) the date of the Sale Completion, or in the case of a sale by the Non-Employee Member to the Proposed Purchaser for non-cash consideration in such period, the cash equivalent, whichever is the higher.
- 6A.2 Subject to the Proposed Purchaser acquiring a Controlling Interest, the Other Holders shall sell all of their Ordinary Shares referred to in the Drag-Along Notice at the highest price per Ordinary Share sold by the Non-Employee Member to the Proposed Purchaser in the period of six months ended on (and including) the date of the Sale Completion or in the case of a sale by the Non-Employee Member to the Proposed Purchaser for non-cash consideration in such period, the cash equivalent, whichever is the higher and on the terms set out in the Drag-Along Notice which shall be at least as favourable terms as the terms offered for the Sale Shares.
- 6A.3 If any of the Other Holders fails to comply with Article 6A.2 (a **"Defaulting Shareholder"**), the Company shall be constituted the agent of the Defaulting Shareholder for the sale of his Ordinary Shares in accordance with the Drag-Along Notice (together with all rights then attached thereto) and the board of directors of the Company may authorise any person to execute and deliver on behalf of and as attorney for the Defaulting Shareholder the necessary instrument(s) of transfer. The Company's receipt of the relevant purchase money shall be good discharge to the Proposed Purchaser (who shall not be bound to see to the application thereof). The Company shall thereafter hold the purchase money on trust for the Defaulting Shareholder and register the Proposed Purchaser as the holder of the relevant Ordinary Shares. After the Proposed Purchaser has been entered in the register of members of the Company in exercise of these powers, the validity of the proceedings shall not be questioned by any person. The Company shall not pay the purchase money due to the Defaulting Shareholder until the Defaulting Shareholder shall have delivered to the Company his share certificate(s) or a suitable indemnity in respect of the Ordinary Shares the subject

of the Drag-Along Notice. The Other Holders shall not be required to comply with a Drag-Along Notice unless the Proposed Purchaser(s) shall acquire Ordinary Shares resulting in it acquiring or holding a Controlling Interest on the Sale Completion, subject at all times to the Non-Employee Member being able to withdraw the Drag-Along Notice at any time prior to the Sale Completion by giving notice to the Company to that effect, whereupon each Drag-Along Notice shall cease to have effect.

- 6A.4 If a transfer of Holdco Shares would result in a Proposed Purchaser obtaining or holding a Holdco Controlling Interest or if there is a Listing, the Non-Employee Member holding the majority of Ordinary Shares (or such other person as it may nominate) (the "**Holdco Purchaser**") may, by serving a notice (the "**Holdco Drag Notice**") on the Other Holders, subject to the occurrence of the Completion Condition, require all the Other Holders to sell all of their Ordinary Shares to the Proposed Purchaser or to such other person as the Proposed Purchaser may nominate (being a person who has agreed to purchase the same), at the consideration equal to the consideration calculated in accordance with Article 6A.10 below.
- 6A.5 No later than the later of (a) the Delivery Date and (b) the day after the date the Auditors certify the Auditors' Certified Price, each Other Holder shall deliver to the Proposed Purchaser or to such other person as the Proposed Purchaser may nominate the relevant certificates for the Ordinary Shares held by him and duly executed transfer forms in favour of the Proposed Purchaser or to such other person as the Proposed Purchaser shall direct. Completion of sale and purchase of the Ordinary Shares pursuant to a Holdco Drag Notice shall occur one day after the last to occur of (i) the Delivery Date (ii) (if the Proposed Purchaser instructs the Auditors to certify the Auditors' Certified Price pursuant to Article 6A.13 but not otherwise) the date on which the Auditors certify the Auditors' Certified Price and (iii) the occurrence of the Completion Condition (the "**Holdco Drag Completion Date**"). On the Holdco Drag Completion Date, subject to Article 6A.16, the Proposed Purchaser shall pay to the Company (or such other person as the Company may nominate), on behalf of the Other Holders, the consideration for the Ordinary Shares calculated in accordance with Article 6A.10 below. If the Proposed Purchaser shall pay the consideration for the Ordinary Shares to the Company (or to such other person as the Company may nominate), the Company's (or such other person as the Company has nominated) receipt of the consideration shall be a good discharge of the Proposed Purchaser's obligation to pay such consideration. The Company (or such other person as the Company may nominate) shall hold the consideration for the Ordinary Shares on trust for the Other Holders without any obligation to pay interest.
- 6A.6 If the Proposed Purchaser has not, by the Holdco Drag Completion Date, paid the consideration for the Ordinary Shares to the Company (or to such other person as the Company may nominate), the Other Holders shall be entitled to the return of the certificates for the Ordinary Shares and the Other Holders shall have no further rights or obligations under this Article 6 in respect of that Holdco Drag Notice.
- 6A.7 If any Other Holder does not transfer his Ordinary Shares in accordance with Article 6A.5, the Company shall authorise any director of it to transfer the Ordinary Shares to the Proposed Purchaser against receipt by the Company (or any other person

it may nominate) of the consideration for such Ordinary Shares. The defaulting Other Holder shall surrender to the Company (or any other person as the Company may nominate) his share certificate for the Ordinary Shares to be transferred by him whereupon the defaulting Other Holder shall be entitled to the consideration payable for his Ordinary Shares.

- 6A.8 If a Drag Along Notice or a Holdco Drag Notice is given and the Completion Condition does not occur within two months after the Delivery Date, the Drag Along Notice or Holdco Drag Notice (as the case may be) shall lapse and the Other Holders shall be entitled to the return of the certificates for the Ordinary Shares and the Other Holders shall have no further rights or obligations under this Article 6 in respect of that Drag Along Notice or Holdco Drag Notice.
- 6A.9 The failure of any person to serve a Holdco Drag Notice on the occurrence of the circumstances referred to in Article 6A.4 or the lapsing of a Holdco Drag Notice pursuant to Article 6A.6 or 6A.8 shall not exclude any right of any person referred to in Article 6A.4 to serve a Holdco Drag Notice on any subsequent occurrence of any circumstances referred to in Article 6A.4.
- 6A.10 The consideration for each of the Ordinary Shares referred to Articles 6A.4 and 6A.5 shall be the market value of such Ordinary Shares determined by the Holdco Purchaser (or such other person as it may nominate) in good faith on the basis that:
- (a) there is no discount by reason of the fact that such shares may form a minority of all shares in the capital of the Company;
 - (b) there is a willing buyer and seller of the Ordinary Shares on an arm's length basis;
 - (c) regard is taken of the fair value of the business of the Company as a going concern (provided such business is a going concern);
 - (d) regard is taken of any right to subscribe for, or to convert any security into, shares in the Company or any subsidiary (as the term is defined in the Act) of the Company; and
 - (e) all inherent tax and other liabilities and obligations of the Company and its subsidiaries (as such term is defined in the Act) are taken into account.
- 6A.11 If any Other Holder disputes that the consideration referred to in Article 6A.10 as offered by the Holdco Purchaser represents the market value of all the Ordinary Shares, he may, within the period of five Business Days immediately following receipt of a Holdco Drag Notice give notice to the Holdco Purchaser that he disputes that the consideration set out in the Holdco Drag Notice is the market value of all of the Ordinary Shares (a **"Dispute Notice"**).
- 6A.12 As soon as reasonably practical following the receipt of a Dispute Notice, the Holdco Purchaser shall instruct the Auditors to determine the market value of all the Ordinary

Shares. The Holdco Purchaser shall provide to the Auditors such information within its possession as the Auditors may reasonably require for such purpose.

- 6A.13 The Auditors shall be instructed to provide a certificate of the price which, in their opinion is the market value of all of the Ordinary Shares divided by the number of Ordinary Shares in issue so as to produce a price per Ordinary Share (the "**Auditors' Certified Price**") as soon as reasonably practicable after determining the same and in any event within 20 Business Days of receipt of instructions.
- 6A.14 In certifying the value of the Ordinary Shares the Auditors shall be deemed to be acting as experts and not as arbitrators or arbiters and accordingly any provisions of law or statute relating to arbitration shall not apply. The Auditors' determination shall be final and binding on all persons concerned and, in the absence of fraud, they shall be under no liability to any such person by reason of their determination or certificate or by anything done or omitted to be done by them for the purpose thereof or in connection therewith.
- 6A.15 The costs of the Auditors in determining and certifying the Auditors' Certified Price shall be borne as follows:
- (a) If the Auditors' Certified Price shall be greater than the price per Ordinary Share offered by the Holdco Purchaser under Article 6A.10, the costs shall be borne by the Holdco Purchaser.
 - (b) if the Auditors' Certified Price shall be less than or equal to the price per Ordinary Share offered by the Holdco Purchaser under Article 6A.10, such costs shall be borne by such Other Holders who served Dispute Notices and such Other Holders shall reimburse the Holdco Purchaser for such costs on demand pro rata to the proportion that their respective holding of Ordinary Shares bears to the total number of Ordinary Shares held by Other Holders who have served Dispute Notices.
- 6A.16 If any Other Holder shall be liable for any of the costs of the Auditors pursuant to Article 6A.15 and to the extent that the Holdco Purchaser shall not have been reimbursed the costs referred to in Article 6A.15, the Holdco Purchaser shall be entitled to deduct the same from the consideration for the Ordinary Shares and to apply the same in or towards satisfying such Auditors' costs for which he is liable and the balance then remaining (if any) shall be paid to the Company on behalf of the Other Holders. Each of the members hereby consents to such payment of Auditors' costs by the Holdco Purchaser and agrees that such payment by the Holdco Purchaser shall, to the extent referred to in this sub-clause, be a good discharge for the sum referred to in Article 6A.10.

(6B) Tag Along

- 6B.1 If any Non-Employee Member (the "**Proposing Transferor**") intends to sell or transfer Ordinary Shares ("**Tag Shares**") to any person other than an Investor or a Group Company which would, if the transfer were completed, result in a Proposed Purchaser(s) acquiring or holding a Controlling Interest and no Drag Along Notice has been given pursuant to Article 6A in relation to that transfer, the Proposing Transferor shall in any event serve written notice informing the Other Holders of any proposed sale of the Ordinary Shares to the Proposed Purchaser(s) which would, if completed, result in the Proposed Purchaser(s) acquiring or holding a Controlling Interest, at least 10 Business Days in advance of the date of such sale ("**Sale Notice**"). If the Proposing Transferor fails to serve such Sale Notice it shall be deemed to have been served 10 Business Days in advance of the date of the proposed sale. The Sale Notice shall contain the same information as would be required to be given in a Drag Along Notice.
- 6B.2 If as a result of the completion of the sale of Ordinary Shares, the Proposed Purchaser(s) would acquire or hold a Controlling Interest, any Other Holder shall have the right at any time prior to the sale of the Tag Shares to the Proposed Purchaser(s) to give the Proposing Transferor written notice of his desire to sell all (but not merely some of) his Ordinary Shares to the Proposed Purchaser(s) on the same terms and conditions (other than price) as are set out in the Sale Notice ("**Tag Along Notice**").
- 6B.3 Upon giving the Tag Along Notice to the Proposing Transferor the Other Holders shall be entitled (subject to the Proposed Purchaser(s) acquiring or holding a Controlling Interest) to sell to the Proposed Purchaser(s) (and the Proposing Transferor shall not be entitled to sell its Tag Shares unless it shall procure that such offer is made) all (but not merely some) of their Ordinary Shares at an aggregate price for each Ordinary Share equal to the highest price per Ordinary Share sold by the Proposing Transferor or any Affiliate of it in the period of six months ended on the date of the Sale Completion and otherwise on the terms set out in the Sale Notice which shall be at least as favourable terms as the terms offered for the Tag Shares.
- 6B.4 If any Other Holder is not given the opportunity to participate in the transaction contemplated in the Sale Notice in accordance with the terms and conditions of this Article 6B, the Proposing Transferor may not complete such transaction and the directors may not register the transfer of the Proposing Transferor's Shares.
- 6B.5 The Proposed Purchaser(s) shall not be required to comply with a Tag Along Notice unless it shall acquire or hold a Controlling Interest and if the Proposing Transferor or Proposed Purchaser(s) withdraws from the sale, each Tag Along Notice given in relation to such proposed transfer shall cease to have effect.
- 6B.6 Subject to Article 6B.14, the provisions of this Article 6B shall apply:
- (a) if a transfer of Holdco Shares would, if registered, result in the Proposed Purchaser obtaining a Holdco Controlling Interest; or
 - (b) on a Listing; or

- (c) where Holdco Shares have been transferred pursuant to Article 6B.14(a) to an Affiliate of an Investor, if the Permitted Transferee ceases to be an Affiliate of an Investor or, in the case of a transfer to another Investor, the Permitted Transferee ceases to be an Investor (as the case may be) and before the cessation, such Permitted Transferee has not transferred all of the Holdco Shares held by it to an Investor or an Affiliate of an Investor,

and (in any such case) a Holdco Drag Notice has not been served pursuant to Article 6A in relation to such event.

6B.7 No transfer to which Article 6B.6 (a) applies may be made or registered and no Listing shall occur unless the Holdco Purchaser has made an offer to buy all the Ordinary Shares on the terms set out in Article 6B.8 and the offer has closed and each accepted offer has been completed, unless failure to complete is the fault of the person to whom such offer is made. Upon any cessation as referred to in Article 6B.8(c), the transferee or a person nominated by it (being a person who has agreed to make such an offer) shall make an offer to buy all the Ordinary Shares on the terms set out in Article 6B.8.

6B.8 The terms of the Holdco Purchaser's offer shall be as follows:

- (a) the offer shall be open for acceptance for seven days or such longer period as may be specified by the Holdco Purchaser in its offer; and
- (b) the consideration for each of the Ordinary Shares shall be calculated in accordance with Article 6A.10 (and the provisions of Article 6A.11 to 6A.16 shall also apply to this Article 6B and references to "Article 6A" and "Holdco Drag Notice" shall be construed as references to "Article 6B" and "the Holdco Sale Notice" respectively); and
- (c) in the case of a transfer of Holdco Shares referred to in Article 6B.6(a) or a Listing, such offer shall be conditional upon the Completion Condition and if the Completion Condition does not occur with one month after the date of the offer, such offer shall be deemed to lapse without acceptance and the Other Holders shall be entitled to the return of the certificates for the Shares and the Other Holders shall have no further rights or obligations under this Article 6B in respect of that offer, provided however, that the provisions of Article 6B shall continue to apply in relation to a subsequent transfer to which Article 6B.7 applies or a Listing occurring thereafter (whether or not such transfer or Listing is the same transfer or Listing in respect of which an offer has lapsed pursuant to this Article 6B.8(c)).

6B.9 The Holdco Purchaser shall give written notice of the offer (the "**Holdco Sale Notice**") extended to the Other Holders pursuant to Article 6B.7 whereupon any Other Holder who wishes to transfer all (but not part only) of the Ordinary Shares held by him to the Holdco Purchaser pursuant to the terms of the offer shall give notice to the Holdco Purchaser (the "**Holdco Tag Notice**") at any time before the Holdco Purchaser's offer ceases to be open for acceptance (the "**Closing Date**") stating his desire to transfer the

Ordinary Shares held by him and the number of Ordinary Shares held by him (the **"Offered Shares"**).

- 6B.10 The Holdco Tag Notice shall make the Company the agent of each holder of Offered Shares (the **"Selling Shareholders"**) for the sale of the Offered Shares (the **"Holdco Tag Shares"**) on the terms of the Holdco Purchaser's offer (subject to any adjustment to the consideration as a result of the market value all of the Shares being determined to be a different amount by the Auditors pursuant to Articles 6A.11 to 6A.16). Upon receipt of a Tag Notice the Holdco Purchaser shall be bound to purchase, or procure the purchase of the Holdco Tag Shares at the price calculated in accordance with Article 6A.10.
- 6B.11 Within seven days after the Closing Date the Holdco Purchaser shall serve a notice on the Selling Shareholders stating the time and date (being the later of (i) a date between seven and fourteen days after the Closing Date and (ii) a date within seven days after the determination of the market value by the Auditors in accordance with Articles 6A.11 to 6A.16, if applicable) (the **"Tag Completion Date"**) and place, on which the sale and purchase of the Tag Shares held by each Selling Shareholder is, subject to the occurrence of the Completion Condition (if applicable), to be completed.
- 6B.12 No later than the Tag Completion Date, each Selling Shareholder shall deliver to the Holdco Purchaser the share certificates for the Holdco Tag Shares and duly executed transfer forms in respect of such Holdco Tag Shares in favour of the Holdco Purchaser or such other person as it shall direct. On the Tag Completion Date or, if later, the occurrence of the Completion Condition, the Holdco Purchaser shall pay to the Company on behalf of each Selling Shareholder the consideration for the Holdco Tag Shares. If the Holdco Purchaser shall pay the consideration for the Holdco Tag Shares to the Company, the Company's receipt for the consideration shall be a good discharge of the Holdco Purchaser's obligation to pay such consideration. The Company shall hold the consideration for the Holdco Tag Shares on trust for the Selling Shareholders without any obligation to pay interest.
- 6B.13 If any Selling Shareholder does not transfer his Holdco Tag Shares in accordance with Article 6B.12, the directors of the Company shall transfer the Holdco Tag Shares to the Holdco Purchaser against receipt by the Company of the consideration for such Holdco Tag Shares. Subject to the Completion Condition occurring (if applicable), the directors of the Company shall then authorise registration of the transfer. The defaulting Selling Shareholder shall surrender to the Company its share certificate for the Holdco Tag Shares to be transferred by him whereupon the defaulting Selling Shareholder shall be entitled to the consideration payable for his Holdco Tag Shares.
- 6B.14 Articles 6B.6 to 6B.13 shall not apply to a transfer of Holdco Shares:
- (a) by an Investor to another Investor or a Group Company;
 - (b) by a Group Company to another Group Company or Investor;

- (c) (without prejudice to paragraph (a) above) by an Investor which holds Holdco Shares as nominee or trustee for any Terra Firma Partnership or any other limited partnership or unit trust which is primarily a vehicle for institutional investors;
 - (i) to another nominee or trustee for the limited partnership or unit trust;
 - (ii) on a distribution in kind under the relevant partnership agreement or trust deed, to the partners of any Terra Firma Partnership or such other limited partnership or their nominees or the holders of units in the unit trust or their nominees; or
 - (iii) to a nominee or trustee for a limited partnership, unit trust or investment trust which is primarily a vehicle for institutional investors and which is advised or managed by the adviser or manager of any Terra Firma Capital Partnership or such other former limited partnership or unit trust; or
- (d) by an Investor to a Co-Investment Scheme; or
- (e) the case of a Co-Investment Scheme which holds Holdco Shares through a body corporate or another vehicle, to:
 - (i) another body corporate or another vehicle which holds or is to hold Holdco Shares (as the case may be) for the Co-Investment Scheme; or
 - (ii) the officers, employees or partners entitled to the Holdco Shares under the Co-Investment Scheme.

(6C) Compulsory transfers

- 6C.1 If an Employee Member becomes bankrupt, that Employee Member and his trustee in bankruptcy shall be bound to sell and to transfer to the Transferee(s) at the Transfer Price on the Transfer Date each Ordinary Share registered in his name upon receipt of notice from the Company requiring him so to do. If a Permitted Transferor who is an employee of any Group Company becomes bankrupt, any member who is an Affiliate of such Permitted Transferor and who has acquired shares directly or indirectly pursuant to a transfer made under Article 6D(c) shall be obliged to sell and to transfer to the Transferee(s) at the Transfer Price on the Transfer Date each Ordinary Share registered in his name upon receipt of notice from the Company requiring him so to do.
- 6C.2 The legal personal representative of a deceased Employee Member entitled to any Ordinary Share in consequence of the death of an Employee Member shall be bound to sell and to transfer to the Transferee(s) at the Transfer Price on the Transfer Date each Ordinary Share of which the deceased member was the registered holder upon receipt of notice from the Company requiring him so to do. If a Permitted Transferor who is an employee of any Group Company shall die, any member who is an Affiliate of such Permitted Transferor and who has acquired shares directly or indirectly pursuant to a

transfer made under Article 6D(c) shall be obliged to sell and to transfer to the Transferee(s) at the Transfer Price on the Transfer Date each Ordinary Share registered in his name upon receipt of notice from the Company requiring him so to do.

- 6C.3 If an order is made by a court having jurisdiction in matters concerning mental disorder for an Employee Member's detention or for the appointment of a receiver, curator bonis or other person appointed to exercise powers with respect to the member's property or affairs, then he (including any attorney appointed under an enduring power of attorney) and such receiver, curator bonis or such other person shall be bound to sell and to transfer to the Transferee(s) at the Transfer Price on the Transfer Date each Ordinary Share registered in his name upon receipt of notice from the Company requiring him so to do. If a Permitted Transferor who is an employee of any Group Company has an order made in respect of him by a court having jurisdiction in matters concerning mental disorder for the Permitted Transferor's detention or for the appointment of a receiver, curator bonis or other person appointed to exercise powers with respect to the Permitted Transferor's property or any member who is an Affiliate of such Permitted Transferor and who has acquired shares directly or indirectly pursuant to a transfer made under Article 6D(c) shall be obliged to sell and to transfer to the Transferee(s) at the Transfer Price on the Transfer Date each Ordinary Share registered in his name upon receipt of notice from the Company requiring him so to do.
- 6C.4 If an Employee Member shall cease for any reason (other than a reason set out in Articles 6C.1 to 6C.3 inclusive) to be an employee of a Group Company and following such cessation shall not be an employee of any other Group Company then he shall be bound to sell and to transfer to the Transferee(s) at the Transfer Price on the Transfer Date each Ordinary Share registered in his name upon receipt of notice from the Company requiring him so to do. If a Permitted Transferor who is an employee of any Group Company shall cease for any reason (other than a reason set out in Articles 6C.1 to 6C.3 inclusive) to be an employee of a Group Company and following such cessation shall not be an employee of any other Group Company, any member who is an Affiliate of such Permitted Transferor and who has acquired shares directly or indirectly pursuant to a transfer made under Article 6D(c) shall be obliged to sell and to transfer to the Transferee(s) at the Transfer Price on the Transfer Date each Ordinary Share registered in his name upon receipt of notice from the Company requiring him so to do.
- 6C.5 The directors (other than any director whose Ordinary Shares are required to be transferred pursuant to any of Articles 6C.1 to 6C.4 inclusive) shall notify the Transferor of the sum which they determine (acting in good faith) to be the market value of an Ordinary Share and the Transfer Price on, or within 14 days after, the date on which notice is given to an Employee Member requiring him to transfer his Ordinary Shares pursuant to any of Articles 6C.1 to 6C.4 inclusive.
- 6C.6 If an Employee Member disputes that the Transfer Price as determined by the directors represents the market value of the Compulsory Sale Shares, he may, within the period of five Business Days immediately following receipt of the notice from the Company informing him of the Transfer Price, give notice to the Company that he disputes that the Transfer Price is the market value of the Compulsory Sale Shares (a "**Compulsory Sale Shares Dispute Notice**").

- 6C.7 As soon as reasonably practical following the receipt of a Compulsory Sale Shares Dispute Notice, the directors of the Company shall instruct the Auditors to determine the market value of all of the Compulsory Sale Shares. The directors of the Company shall provide to the Auditors such information within their possession as the Auditors may reasonably require for such purpose.
- 6C.8 The Auditors shall be instructed to provide a certificate of the price which, in their opinion is the market value of all of the Compulsory Sale Shares (the "**Auditors' Compulsory Sale Shares Certified Price**") as soon as reasonably practicable after determining the same and in any event within 20 Business Days of receipt of instructions.
- 6C.9 The costs of the Auditors in determining and certifying the Auditors' Compulsory Sale Shares Certified Price shall be borne as follows:
- (a) If the Auditors' Compulsory Sale Shares Certified Price shall be greater than the Transfer Price, the costs shall be borne by the Company.
 - (b) If the Auditors' Compulsory Sale Shares Certified Price shall be less than or equal to the Transfer Price, such costs shall be borne by the Employee Member who served a Dispute Notice and such Employee Member shall reimburse the Company for such costs on demand.
- 6C.10 If any Employee Member shall be liable for any of the costs of the Auditors pursuant to Article 6C.9 and to the extent that the Company shall not have been reimbursed the costs referred to in Article 6C.9, the Company shall be entitled to deduct the same from the consideration for the Compulsory Sale Shares and to apply the same in or towards satisfying such Auditors' costs for which he is liable and the balance then remaining (if any) shall be paid to the Company on behalf of such Employee Member. Each of the members hereby consents to such payment of Auditors' costs by the Company and agrees that such payment by the Company shall, to the extent referred to in this Article, be a good discharge for the Transfer Price.
- 6C.11 Upon the date falling five clear days after the later of (i) the date upon which the Transfer Price shall have been notified to the Employee Member in accordance with Article 6C.5 or (ii) (if the Company instructs the Auditors to certify the Auditors' Compulsory Sale Shares Certified Price pursuant to Article 6C.8 but not otherwise) the date on which the Auditors certify the Auditors' Compulsory Sale Shares Certified Price, or such earlier date as the parties may agree, the directors shall by notice in writing offer for sale, subject to the provisions of these Articles, at the Transfer Price, the Compulsory Sale Shares to the Non-Employee Member inviting the Non-Employee Member to state in writing within 10 clear days from the date of such notice whether he is willing to purchase at the Transfer Price any and if so what number of the Compulsory Sale Shares. Upon the expiry of the period of 10 clear days referred to in this Article 6C.11 the directors shall allocate the Compulsory Sale Shares in accordance with Article 6C.12.

- 6C.12 If the aggregate number of shares applied for by the Non-Employee Member shall be equal to or less than the number of Compulsory Sale Shares, the Compulsory Sale Shares shall be allocated to the Non-Employee Member in accordance with its application and any balance shall be allocated to such person (other than a person whose shares are required to be transferred pursuant to Articles 6C.1 to 6C.4 inclusive) as the directors (other than any director whose shares are required to be transferred pursuant to Articles 6C.1 to 6C.4 inclusive) shall nominate.
- 6C.13 The Non-Employee Member shall be entitled to modify the periods set out in Articles 6C.5 to 6C.16 and any such variation shall be binding on all of the members.
- 6C.14 Upon the expiry of two clear days following completion of the allocation procedures set out in Article 6C.12, the Company shall forthwith give notice of such allocation (an **"Allocation Notice"**) to the Transferor and to the Transferee and shall specify in such notice the number of shares allocated to the Transferee, the Transfer Price, and the place and time (being not earlier than 5 days and not later than 10 days after the date of the Allocation Notice) at which the Transfer Price is to be paid by the Transferee and the shares allocated are to be transferred by the Transferor.
- 6C.15 Completion of the transfers referred to in Articles 6C.1 to 6C.4 shall take place on the Transfer Date when the following business shall be transacted contemporaneously:
- (a) the Transferee shall pay, or shall procure to be paid, to the Transferor an amount equal to the Transfer Price multiplied by the number of Compulsory Sale Shares allocated to him; and
 - (b) the Transferor shall deliver to the directors or as they shall direct one or more duly executed instruments of transfer in respect of the Compulsory Sale Shares together with the relative share certificates or an indemnity in respect of any lost share certificate (such instruments of transfer to be in favour of the relevant Transferee(s)) together with such other documents (if any) as may be necessary or expedient for the purpose of vesting in the relevant Transferee all of the Transferor's right, title and interest in the Compulsory Sale Shares.
- 6C.16 If the Transferee has performed, or is willing to perform his obligations in full under Article 6C.15 and the Transferor concerned fails or refuses to deliver to the directors on the Transfer Date or as the directors shall direct a duly executed instrument of transfer transferring the Compulsory Sale Shares or any other document required under Article 6C.15, any one or more of the directors shall be authorised to execute and deliver such an instrument of transfer as attorney for the Transferor and to do any other acts and/or execute any other documents on behalf of the Transferor as are required in connection with the transfer of all his right, title and interest in the Compulsory Sale Shares to the Transferee(s) or are necessary or expedient for the purpose of vesting in the Transferee(s) all his right, title and interest in the Compulsory Sale Shares. Following such transfer, the Company shall hold all monies paid to it pursuant to Article 6C.15 on trust for the Transferor concerned and the validity of such proceedings shall not be questioned by any person.

6C.17 In certifying the Transfer Price the directors of the Company in relation to any Employee Member (other than an Employee Member who serves a Dispute Notice) or the Auditors (in relation to any Employee Member who serves a Dispute Notice) shall each be deemed to be acting as experts and not as arbitrators or arbiters and accordingly any provisions of law or statute relating to arbitration shall not apply and, in the absence of fraud, they shall be under no liability to any such person by reason of their determination or certificate or by anything done or omitted to be done by them for the purpose thereof or in connection therewith.

(6D) Transfer of Ordinary Shares

No Employee Member shall transfer or create any Encumbrance in or over any Ordinary Shares held by him other than:

- (a) the charge entered into by Mr Alan Lovell in favour of Infinis Acquisitions (Company Number 4731536) dated 28 May 2008;
- (b) (save as permitted with regard to a transfer referred to in paragraph (c) below) with the approval of the Non-Employee Member (which may be given or withheld in the absolute discretion of the Non-Employee Member and may be given subject to conditions);
- (c) pursuant to the provisions of Article 6A (Drag-Along), or 6C (Compulsory Transfers); or
- (d) subject to Article 6E, to a Permitted Transferee of such member.

Any purported transfer or creation of any Encumbrance in or over any Ordinary Shares other than in accordance with the provisions of this Article 6D shall be void and have no effect.

(6E) Permitted Transfers

- 6E.1 Whilst any Ordinary Shares are being transferred by an Employee Member or are the subject of a Drag-Along Notice under Article 6A or a notice given under Articles 6C.1, 6C.2, 6C.3 or 6C.4, no transfers of Ordinary Shares pursuant to Article 6D(c) shall be permitted.
- 6E.2 If any Relevant Member ceases to be a Permitted Transferee in relation to his Permitted Transferor that Relevant Member shall transfer all of the shares registered in his name to his Permitted Transferor or another Permitted Transferee of his Permitted Transferor within 5 days of the event giving rise to such cessation.
- 6E.3 If a Relevant Member (other than an Employee Member) becomes bankrupt, that Relevant Member and his trustee in bankruptcy shall be bound to transfer all of the shares registered in his name to the Relevant Member's Permitted Transferor or another Permitted Transferee of the Relevant Member's Permitted Transferor within 15 days after receipt of notice from the Company requiring him so to do.

- 6E.4 The legal personal representative of a deceased Relevant Member entitled to any Ordinary Share in consequence of the death of a Relevant Member shall be bound to transfer all of the shares registered in his name to the Relevant Member's Permitted Transferor or another Permitted Transferee of the Relevant Member's Permitted Transferor within 15 days after receipt of notice from the Company requiring him so to do.

7. Share Certificates

Share certificates must be sealed or otherwise executed in accordance with the Act. The penultimate sentence of regulation 6 of Table A shall be amended accordingly.

8. Exclusion of Rights to Offers on a Pre-emptive Basis

Section 89(1) of the Act shall not apply to the allotment by the Company of any equity security.

9. Liens Over Shares and the Right of the Directors to Refuse to Register a Transfer of Shares

Regulations 8 and 24 of Table A shall not apply to the Company.

10. Transfer and Transmission of Shares

A person who becomes entitled to a share by reason of any event (other than death or bankruptcy) giving rise to its transmission by operation of law shall have the same rights of election and other rights as a person entitled by transmission to a share as a consequence of death or bankruptcy. Regulations 30 and 31 of Table A shall be modified accordingly.

11. Notice of General Meetings

Notice of every general meeting shall be given to all members other than any who, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company, and also to the auditors or, if more than one, each of them. The last sentence of Regulation 38 of Table A shall not apply.

12. Proceedings at General Meetings

- 12.1 For all purposes of these articles, a quorum shall be present at a general meeting of the Company or of the holders of any class of its shares (a) as provided in the Companies Act 2006; or (b) if one person being a duly authorised representative of two or more corporations each of which is a member entitled to vote upon the business to be transacted is present. The last sentence of regulation 40 of Table A shall not apply.

- 12.2 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded. A poll may be demanded by:

- (A) the chairman of the meeting;

- (B) the directors;
- (C) two or more members having the right to vote on the resolution;
- (D) a member or members representing in the aggregate not less than one tenth of the total voting rights of all the members having the right to vote on the resolution; or
- (E) a member or members holding shares in the Company conferring a right to vote on the resolution, being shares on which an aggregate sum has been paid up equal to not less than one tenth of the total sum paid up on all the shares conferring that right.

A demand for a poll by a proxy counts, for the purposes of paragraph (C) above, as a demand by a member, for the purposes of paragraph (D) above, as a demand by a member representing the voting rights that the proxy is authorised to exercise, and, for the purposes of paragraph (E) above, as a demand by a member holding the shares to which those rights are attached.

12.3 Regulations 46 and 47 of Table A shall not apply.

13. Votes of Members

Regulations 54, 55, 57 and 59 of Table A shall not apply.

14. Receipt of Proxies

14.1 The appointment of a proxy must:

- (A) in the case of an appointment which is in hard copy form, be received at the office (or at such other place or by such person as may be specified or agreed by the directors) before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote together with (if required by the directors) any authority under which it is made or a copy of the authority, certified notarially or in some other manner approved by the directors;
- (B) in the case of an appointment made by electronic means, be received at the address specified by the Company for the receipt of appointments of proxy before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote. Any authority pursuant to which an appointment made by electronic means is made or a copy of the authority, certified notarially or in some other manner approved by the directors, must, if required by the directors, be received at the office (or at such other place or by such person as may be specified or agreed by the directors) before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or

- (C) in the case of a poll taken subsequently to the date of the meeting or adjourned meeting, be received as aforesaid before the time appointed for the taking of the poll,

and an appointment of a proxy which is not received in a manner so permitted shall be invalid.

14.2 Regulation 62 of Table A shall not apply.

15. Alternate Directors

Any director (other than an alternate director) may appoint any other director, or any other person who is willing to act, to be an alternate director and may remove from office an alternate director so appointed by him. Regulation 65 of Table A shall not apply.

16. Power to Provide for Employees

The directors may by resolution exercise any power conferred by the Act to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

17. Power to Receive Uncalled Moneys

The directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys uncalled and remaining unpaid on any shares held by him.

18. Delegation of Directors' Powers

The directors may delegate any of their powers (with power to sub-delegate) to committees consisting of such person or persons (whether directors or not) as they think fit. Regulation 72 of Table A shall be modified accordingly and references in Table A to a committee of directors or to a director as a member of such a committee shall include a committee established under this Article or such person or persons.

19. Appointment and Removal of Directors by Majority Shareholders

Any member holding, or any members holding in aggregate, at the relevant time a majority in nominal value of such of the issued share capital of the Company as carries the right of attending and voting at general meetings of the Company may by notice in writing signed by or on behalf of him or them and delivered to the office or tendered at a meeting of the directors or at a general meeting of the Company at any time and from time to time appoint any person to be a director (either to fill a vacancy or as an additional director) or remove any director from office (no matter how he was appointed).

20. Appointment of Directors by Board

Without prejudice to the powers conferred by any other Article, any person may be appointed a director by the directors, either to fill a vacancy or as an additional director.

21. Exclusion of Rotation Requirements and Other Provisions

Regulations 76 to 79 (inclusive) and the last sentence of Regulation 84 of Table A shall not apply.

22. Disqualification and Removal of Directors

The office of a director shall be vacated not only upon the happening of any of the events mentioned in Regulation 81 of Table A but also if he is removed from office pursuant to these Articles. Regulation 81 of Table A shall be modified accordingly.

23. Directors' Gratuities and Pensions

The directors may exercise all the powers of the Company to provide benefits, either by the payment of gratuities or pensions or by insurance or in any other manner whether similar to the foregoing or not, for any director or former director or the relations, connections or dependants of any director or former director who holds or has held any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or with a predecessor in business of the Company or of any such body corporate and may contribute to any fund and pay premiums for the purchase or provision of any such benefit. No director or former director shall be accountable to the Company or the members for any benefit provided pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the Company. Regulation 87 of Table A shall not apply.

24. Notice of Board Meetings

Notice of a meeting of the directors shall be deemed to be properly given to a director if it is given to him personally or by word of mouth or sent or supplied in writing to him at his last known address or any other address given by him to the Company for this purpose, or by any other means authorised in writing by the director concerned. Notice shall be given in this manner to all directors including any director who is absent from the United Kingdom at the relevant time. A director may waive notice of any meeting either prospectively or retrospectively. Regulation 88 of Table A shall be modified accordingly.

25. Participation in Board Meetings by Telephone

All or any of the members of the board may participate in a meeting of the board by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly.

26. Quorum

The quorum for the transaction of the business of the directors shall be fixed at one director. Regulation 89 of Table A shall be modified accordingly.

27. Resolution in Writing

A resolution in writing signed by all the directors who are at the relevant time entitled to receive notice of a meeting of the board (if that number is sufficient to constitute a quorum) shall be as valid and effectual as a resolution passed at a meeting of the board properly called and constituted. The resolution may be contained in one document or in several documents in like form each signed by one or more of the directors concerned. A resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity. Regulation 93 of Table A shall not apply.

28. Directors' Interests

Regulation 85 of Table A shall be amended by deleting the word "material". Regulation 86(b) of Table A shall be amended after the phrase "to have knowledge" by inserting the following: "or an interest of a director that cannot reasonably be regarded as likely to give rise to a conflict of interest".

29. Directors May Vote When Interested

A director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the directors in accordance with the Act. Subject where applicable to such disclosure, a director shall be entitled to vote in respect of any contract or proposed contract in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present. A reference in this Article to a contract includes any transaction or arrangement (whether or not constituting a contract). Regulations 94 and 95 of Table A shall not apply.

30. Secretary

Subject to the Act, nothing in these Articles shall require the Company to appoint a secretary.

31. Official Seal

The Company may exercise all the powers conferred by the Act with regard to having any official seal and such powers shall be vested in the directors. Subject to the provisions of the Act, any instrument to which an official seal is affixed shall be signed by such persons, if any, as the directors may from time to time determine.

32. Notices

Any notice, document or other information may be sent or supplied to any member by the Company in any way in which the Act provides for notices, documents or other information to be sent or supplied by the Company, including by using electronic communications to an address notified by the member concerned to the Company for that purpose or by way of making it available on a website. In addition any notice, document or other information may be sent or supplied to any member by the Company by other means authorised in writing by the member. Regulations 111 and 112 of Table A shall not apply.

33. Time of Service

Any notice, document or other information:

- (A) if sent by the Company by post, shall be deemed to have been served or delivered on the day following that on which it was put in the post if first class post was used and, in proving such service or delivery, it shall be sufficient to prove that the notice, document or other information was properly addressed, prepaid and put in the post;
- (B) not sent by post but left by the Company at an address (other than an address for the purposes of communications by electronic means) shall be deemed to have been served or delivered when it was so left or sent;
- (C) sent or supplied by the Company using electronic means shall be deemed to be received on the day on which it was sent or supplied. Proof that the notice, document or other information sent or supplied by electronic means was sent or supplied in accordance with current guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice, document or other information was sent or supplied;
- (D) made available on a website shall be deemed to have been received on the day on which the notice, document or other information was first made available on the website or, if later, when a notice of availability is deemed to have been served, sent or supplied pursuant to this article; and
- (E) served, sent or supplied by the Company by any other means authorised in writing by the member concerned shall be deemed to have been served, sent or supplied when the Company has carried out the action it has been authorised to take for that purpose.

Regulation 115 of Table A shall not apply.

34. Indemnity

To the extent permitted by law, the Company may indemnify any director of the Company or of any associated company against any liability and may purchase and maintain for any director of the Company or of any associated company insurance against any liability. Regulation 118 of Table A shall not apply.