

Company Number: 6775606

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COMPANIES HOUSE

PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS OF
MORTGAGE INTELLIGENCE HOLDINGS LIMITED
(passed on 6 April 2009)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the following written resolutions were duly passed as ordinary or special resolutions of the Company (as indicated):

SPECIAL RESOLUTION

- 1 **THAT** the articles of association of the Company attached hereto be and are hereby adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company.

ORDINARY RESOLUTION

- 2 **THAT** the existing issued ordinary share of £1 in the capital of the Company be and is hereby sub-divided and reclassified into 10 C2 ordinary shares of £0.10 each in the capital of the Company, such C2 ordinary shares having the rights and being subject to the obligations set out in the articles of association of the Company to be adopted pursuant to resolution 1 above.

ORDINARY RESOLUTION

- 3 **THAT** the 999 existing unissued ordinary shares of £1 in the capital of the Company be and are hereby sub-divided and reclassified into:
- 3.1 5,010 A ordinary shares of £0.10 each in the capital of the Company;
- 3.2 3,264 B ordinary shares of £0.10 each in the capital of the Company;
- 3.3 500 C1 ordinary shares of £0.10 each in the capital of the Company; and
- 3.4 1,216 C2 ordinary shares of £0.10 each in the capital of the Company,

such A ordinary shares, B ordinary shares, C1 ordinary shares and C2 ordinary shares having the rights and being subject to the obligations set out in the articles of association of the Company to be adopted pursuant to resolution 1 above.

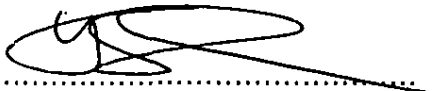
ORDINARY RESOLUTION

- 4 **THAT** the authorised share capital of the Company be and is hereby increased by £50 from £1,000 to £1,050 by the creation of 500 C1 ordinary shares of £0.10 each in the capital of the Company, such C1 ordinary shares having the respective rights and being subject to the respective obligations set out in the articles of association of the Company to be adopted pursuant to resolution 1 above.

SPECIAL RESOLUTION

- 5 **THAT**, in substitution for all existing and unexercised authorities and powers, the directors of the Company be and they are hereby empowered to allot equity securities (as defined in section 94 of the Companies Act 1985) pursuant to the authority conferred upon them by article 5.6 of the articles of association of the Company as if the provisions of articles 5.1 to 5.4 of the articles of association of the Company did not apply to any such allotment, provided that this authority and power shall expire on the

date which is three months after the date of the passing of this resolution, save that the Company may, before the expiry of such period, make an offer or agreement which would or might require equity securities to be allotted after such expiry and the directors may allot equity securities in pursuance of such offer or agreement as if the power conferred hereby had not expired.

A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a horizontal line extending to the right.

Chairman

Date: 6 April 2009

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Company number: 6775606

MORTGAGE INTELLIGENCE HOLDINGS LIMITED

ARTICLES OF ASSOCIATION

adopted on 6 APRIL 2009

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Company Number: 6775606

PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION OF
MORTGAGE INTELLIGENCE HOLDINGS LIMITED

1 Definitions and interpretation

- 1.1 In these Articles the following words and expressions have the following meanings unless the context otherwise requires:

"Accounting Period"

an accounting period in respect of which the Company prepares its accounts in accordance with the relevant provisions of the Companies Acts;

"A Director"

a Director appointed by the holders of A Ordinary Shares and "A Directors" shall be construed accordingly;

"Adoption Date"

the date of the adoption of these Articles by the Company;

"A' Ordinary Share"

an 'A' ordinary share of £0.10 in the capital of the Company having the rights and being subject to the restrictions set out in these Articles;

"Auditors"

the auditors of the Company from time to time or, if the auditors are unable or unwilling to act in connection with the reference in question, a chartered accountant nominated by the Board and, in either case, engaged on such terms as the Board acting as agent for the Company and each relevant Member shall, in its absolute discretion, see fit;

"Bad Leaver"

a Member holding C1 Ordinary Shares or C2 Ordinary Shares (as applicable) who ceases to be an employee or director of, or a consultant to, a Group Company or an EFSL Group Company in the circumstances set out in articles 9.1.3 or 9.1.4 as a result of:

- (a) material breach of any term of his/her service agreement/employment or consultancy contract directly or indirectly by reason of his voluntary act or omission the consequences of which he is aware (or ought reasonably to have been aware) at the time of such act or omission would result in such breach and which, in the case of a breach capable of remedy, is not so remedied within 30 days of a written notice from the relevant board so to remedy; or
- (b) gross or persistent misconduct or serious misconduct likely to bring himself, the Group or the EFSL Group into disrepute; or
- (c) conviction of criminal offence involving fraud, theft or breach of trust; or
- (d) his/her voluntary resignation as an employee, consultant, director, managing director or general manager of the Company, any company within the Group or any company within the EFSL Group which takes effect before the fifth anniversary of the Adoption Date (but excluding, for the avoidance of doubt, redundancy);

"B Director"

a Director appointed by the holders of B Ordinary Shares and **"B Directors"** shall be construed accordingly;

"Board"

the board of Directors, as constituted from time to time;

"B' Ordinary Share"

a 'B' ordinary share of £0.10 in the capital of the Company having the rights and being subject to the restrictions set out in these Articles;

"Business Day"

a day other than a Saturday or Sunday or public holiday in England;

"CA1985"

the Companies Act 1985;

"CA2006"

the Companies Act 2006;

"Change of Control"

the acquisition (by any means) by a Third Party Purchaser of any interest in any Shares if, upon completion of that acquisition, that Third Party Purchaser (together with any person connected with or acting in concert with that Third Party Purchaser) would be entitled to exercise more than 50% of the total voting rights normally exercisable at any general meeting of the Company;

"Companies Acts"

together CA1985 and CA2006 as in force from time to time;

"Compulsory Transfer Notice"

has the meaning given in article 9.2;

"Compulsory Transfer Shares"

in relation to a Relevant Member, any Shares:

- (a) held by the Relevant Member at the time of the relevant Transfer Event;
- (b) held at the time of the relevant Transfer Event by any Family Member of the Relevant Member (which Shares were acquired by that Family Member directly or indirectly from the Relevant Member); and
- (c) acquired by the Relevant Member, his Family Members and/or personal representatives after the occurrence of the Transfer Event pursuant to any scheme or arrangement entered into prior to the Transfer Event,

together with, in any case, any further Shares received by any person referred to above at any time after the relevant Transfer Event by way of rights or on a capitalisation in respect of any of the Shares referred to above;

"C1' Ordinary Share"

a 'C1' ordinary share of £0.10 in the capital of the Company having the rights and being subject to the restrictions set out in these Articles;

"C2' Ordinary Share"

a 'C2' ordinary share of £0.10 in the capital of the Company having the rights and being subject to the restrictions set out in these Articles;

"Director"

a duly appointed director of the Company from time to time and **"Directors"** shall be construed accordingly;

"EFSL"

European Financial Solutions Limited (a company registered in England and Wales with company number 03900345);

"EFSL Group"

EFSL and its subsidiary undertakings and any holding company from time to time and references to a **"EFSL Group Company"** shall be construed accordingly;

"Family Member"

in relation to any Member, the parent, spouse or civil partner of that Member and their children (including step and adopted children) from time to time;

"Good Leaver"

a Member holding 'C1' Ordinary Shares or 'C2' Ordinary Shares who ceases to be an employee or director of, or a consultant to, a Group Company in the circumstances set out in articles 9.1.3 or 9.1.4 as a result of any other circumstances in which he/she is not a Bad Leaver (including inter alia, for the avoidance of doubt, circumstances resulting in cessation as a result of serious ill health of such Member or his/ her immediate family);

"Group"

the Company and its subsidiary undertakings from time to time and references to a **"Group Company"** shall be construed accordingly;

"Listing"

either:

- (a) the admission of all or any part of the Shares to listing on the Official List of the United Kingdom Listing Authority and to trading on the London Stock Exchange's market for listed securities;
 - (b) the admission of all or any part of the Shares to trading on AIM, a market operated by London Stock Exchange; or
 - (c) the admission of all or any part of the Shares to listing and/or trading on any other Recognised Investment Exchange,
- and, in any such case, such admission becoming unconditionally effective;

"London Stock Exchange"

London Stock Exchange plc;

"Market Value"

the price per Sale Share determined in accordance with article 8.2.2;

"Member"

a registered holder of an issued Share from time to time, as recorded in the register of members of the Company;

"Members' Agreement"

the agreement dated on the Adoption Date and made between the Company and the Members on that date;

"Recognised Investment Exchange"

has the meaning given in section 285(1) Financial Services and Markets Act 2000;

"Relevant Member"

a Member in respect of whom the Board has notified the Company that an event shall be treated as a Transfer Event in accordance with article 9.1;

"Sale Shares"

has the meaning given in article 8.1.2(a);

"Share"

any share of any class in the capital of the Company;

"Share Sale"

the transfer of any interest in any Shares (whether by one transaction or a series of transactions), other than a transfer in accordance with article 7.2 or 7.3, which results in a Change of Control;

"Subscription Price"

in relation to any Share, the nominal par value of such Share (excluding, for the avoidance of doubt, the full amount of any premium at which such Share was issued);

"Table A"

Table A in the Companies (Tables A to F) Regulations 1985 as amended prior to, and in force as at, the Adoption Date;

"Third Party Purchaser"

any person who is not a Member from time to time or a person connected with such a Member;

"Transfer Event"

each of the events set out in article 9.1; and

"Transfer Notice"

a notice in accordance with article 8 that a Member wishes to transfer his Shares.

- 1.2 These Articles and the regulations of Table A (subject to any modifications set out in these Articles) shall constitute all the articles of association of the Company.
- 1.3 In these Articles a reference to:
 - 1.3.1 a "subsidiary undertaking" is to be construed in accordance with section 1162 CA2006 and a "subsidiary" or "holding company" is to be construed in accordance with section 736 CA1985;
 - 1.3.2 a statutory provision includes a reference to the statutory provision as replaced, modified or re-enacted from time to time before or after the date of these Articles and any subordinate legislation made under the statutory provision before or after the date of these Articles. In particular (without prejudice to the generality of the foregoing) a reference to a section of CA1985 shall include a reference to any section of CA2006 which replaces, modifies or re-enacts that section of CA1985 at any time after the date of these Articles with effect from the date such section of CA2006 comes into force;
 - 1.3.3 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
 - 1.3.4 "these Articles" is to these articles of association (including the provisions of Table A incorporated therein), and a reference to an article is to an article of these Articles, in each case as amended from time to time in accordance with the terms of these Articles and the Companies Acts; and
 - 1.3.5 any agreement or document is to that agreement or document as in force for the time being and as amended from time to time in accordance with the terms of that agreement or document or with the agreement of all the relevant parties.

- 1.4 The contents table and headings in these Articles are for convenience only and do not affect their interpretation.
- 1.5 Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.6 Any question as to whether a person is "connected with" another shall be determined in accordance with section 839 Income and Corporation Taxes Act 1988 (except that in construing that section 839 "control" has the meaning given by section 840 or section 416 of that Act so that there is control whenever section 840 or 416 requires) which shall apply in relation to this agreement as it applies in relation to that Act.

2 Authorised share capital

At the Adoption Date the authorised share capital of the Company is £1,050 divided into 5,010 A Ordinary Shares, 3,264 B Ordinary Shares, 1,000 C1 Ordinary Shares and 1,226 C2 Ordinary Shares.

3 Dividends

The Company shall have no fixed dividend policy. Any profits which the Company, on the recommendation of the Board and with the consent of the holder of the A Ordinary Shares and the holder of the B Ordinary Shares, determines to distribute in respect of any Accounting Period shall be applied on a non-cumulative basis between the holders of the Shares from time to time. Any such dividend shall be paid in cash and shall be distributed amongst the holders of the Shares pro rata according to the number of such Shares held by each of them respectively, as if they constituted one class of share.

4 Return of capital

On a return of capital, whether on liquidation, capital reduction or otherwise (but excluding a purchase of own shares or redemption of shares made in accordance with the provisions of these Articles), any surplus assets of the Company remaining after the payment of its liabilities shall be applied amongst the holders of the Shares pro rate according to the number of such Shares held by each of them respectively, as if they constituted one class of share.

5 Issue of Shares

- 5.1 Subject to article 5.10, any unissued Shares which the Directors propose to issue from time to time shall, before they are issued, be offered to the Members holding Shares. Such offer shall be made by means of a notice (a "**Subscription Notice**") served by the Board on all Members holding Shares which shall:

- 5.1.1 state the number and class of Shares offered;
- 5.1.2 state the subscription price per Share, which shall be determined by the Board (with the consent of the holder of the A Ordinary Shares and the holder of the B Ordinary Shares);
- 5.1.3 invite the relevant offerees to respond in writing to the Company stating the number of Shares for which they wish to subscribe; and
- 5.1.4 expire, and the offer made therein to an offeree shall be deemed to be withdrawn if not previously accepted by such offeree, on the date specified therein, being not less than 10 nor more than 20 Business Days after the date of the Subscription Notice.

- 5.2 After the expiry of the period referred to in the Subscription Notice or, if sooner, upon all Members holding Shares having responded to the Subscription Notice (in either case, the "**Subscription Allocation Date**"), the Board shall allocate the relevant Shares in accordance with the applications received provided that:
- 5.2.1 if there are applications for more than the number of Shares available, the Shares shall be allocated to the relevant applicants in proportion (as nearly as practicable but without allocating to any applicant more Shares than he applied for) to the number of Shares held by each of them respectively; and
- 5.2.2 the allocation of any fractional entitlements to Shares amongst the Members shall be dealt with by the Board in such manner as it sees fit.
- 5.3 Within 5 Business Days of the Subscription Allocation Date the Board shall give notice in writing (a "**Subscription Allocation Notice**") to each Member to whom Shares have been allocated pursuant to article 5.2 (each a "**Subscriber**"). A Subscription Allocation Notice shall state:
- 5.3.1 the number and class of Shares allocated to that Subscriber;
- 5.3.2 the aggregate subscription price payable by the Subscriber in respect of the Shares allocated to him; and
- 5.3.3 the place, date and time (being not less than 2 nor more than 5 Business Days after the date of the Subscription Allocation Notice) at which completion of the subscription for the relevant Shares shall take place.
- 5.4 Completion of a subscription for Shares pursuant to a Subscription Allocation Notice shall take place at the place, date and time specified in the Subscription Allocation Notice when the Subscriber will pay the relevant subscription monies to the Company in cleared funds and the Company will allot the relevant Shares to that Subscriber and deliver to that Subscriber a duly executed share certificate in respect thereof. If a Subscriber shall fail for any reason to pay the relevant subscription monies in respect of any Shares to the Company in cleared funds by the date specified in the Subscription Allocation Notice he shall be deemed to have declined the offer made to him in respect of those Shares which shall immediately be deemed to be released from the provisions of articles 5.1 to 5.3.
- 5.5 Any Shares which are not accepted pursuant to articles 5.1 to 5.4 and any Shares released from the provisions of these articles by virtue of a Subscriber's default in accordance with article 5.4, may be offered by the Directors to any person and such Shares shall, subject to the provisions of the Companies Acts, be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think fit in their absolute discretion, provided that:
- 5.5.1 no Share shall be issued at a discount;
- 5.5.2 no Share shall be issued on terms which are more favourable than those on which they were offered to the Members pursuant to this article 5; and
- 5.5.3 no Share shall be issued more than 3 months after the date of the relevant Subscription Notice in respect thereof (or, in the case of Shares released from the provisions of articles 5.1 to 5.4 by virtue of a special resolution, the date of that special resolution) unless the procedure in articles 5.1 to 5.4 is repeated in relation to that Share.
- 5.6 Subject to the foregoing provisions of this article 5 the Directors are generally and unconditionally authorised for the purposes of section 80 CA1985 to exercise any power

of the Company to allot relevant securities (as defined in section 80(2) CA1985) up to a maximum amount in nominal value which, when aggregated with all relevant securities already allotted or issued on the Adoption Date, is equal to the authorised share capital of the Company on the Adoption Date. Such authority shall expire on the day immediately preceding the fifth anniversary of the Adoption Date provided that the Directors may, after that period, allot relevant securities under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to section 80 CA1985) be renewed, revoked or varied by ordinary resolution of the Company in general meeting.

- 5.7 Section 89(1) and sub-sections (1) to (6) of section 90 CA1985 shall not apply to the Company.
- 5.8 Notwithstanding any other provision of these Articles, no Share shall be allotted to a person who is not already a party to the Members' Agreement unless that person has entered into a deed of adherence to, and in the form required by, the Members' Agreement.
- 5.9 Where any Share is issued to an existing Member holding Shares, such new Share shall on and from the time of registration of the allotment of that share in the register of members of the Company, be immediately and automatically (without resolution of the Members or Directors) redesignated as a Share of the same class as the Shares already held by such Member.
- 5.10 The provisions of articles 5.1 to 5.5 shall not apply to the allotment of up to 500 C1 Shares in the capital of the Company to any person(s) (being a current or future employee or officer of a Group Company) nominated by the Board (with the consent of the holder of A Ordinary Shares and the consent of the holder of B Ordinary Shares).

6 Transfer of Shares - general

- 6.1 Notwithstanding any other provision of these Articles, the Board shall not register a transfer of any interest in a Share:
 - 6.1.1 if it is to a minor, undischarged bankrupt, trustee in bankruptcy or person who (in the opinion of the Board) is of unsound mind; or
 - 6.1.2 unless:
 - (a) the transfer is permitted by article 7; or
 - (b) the transfer is made in accordance with article 8, 9, 10, 11 or 12, and in either case (other than in respect of a transfer under article 10, 11 or 12) the transferee, if not already a party to the Members' Agreement, has entered into a deed of adherence to, and in the form required by, the Members' Agreement.
- 6.2 For the purposes of ensuring that:
 - 6.2.1 a transfer of any Share is in accordance with these Articles;
 - 6.2.2 no circumstances have arisen whereby a Member is required to give or may be deemed to have given a Transfer Notice in respect of any Share; or
 - 6.2.3 no circumstances have arisen whereby the provisions of article 11 are required to be or ought to have been triggered,

the Board may from time to time require any Member to provide, or to procure that any person named as the transferee in any transfer lodged for registration or any other person whom the Board reasonably believes to have information relevant to such purpose provides, such information and evidence as the Board may reasonably require for such purpose. Pending such information or evidence being provided, the Board is entitled to refuse to register any relevant transfer of Shares.

- 6.3 If any information or evidence provided pursuant to article 6.2 discloses to the reasonable satisfaction of the Board that circumstances have arisen whereby a Member may be required to give or be deemed to have given a Transfer Notice, the Directors may, by notice in writing to the relevant Member, require that a Transfer Notice be given in respect of the Shares concerned.
- 6.4 In any case where a Member is required to give a Transfer Notice in accordance with the provisions of these Articles and such Transfer Notice is not duly given within a period of 5 Business Days of written notice from the Directors to the relevant Member requesting that such Transfer Notice be duly given, such Transfer Notice shall be deemed to have been given immediately upon the expiry of that period of 5 Business Days. Notwithstanding any other provision of these Articles, unless the Board resolves otherwise, any Shares which are the subject of a Transfer Notice deemed to have been served in accordance with this article 6.4 (and any Shares received after the date of service, or deemed service, of any such Transfer Notice by way of rights or on a capitalisation in respect of the Shares which are the subject of that Transfer Notice) shall with effect from the date of the relevant Transfer Notice (or, if later, the date on which such Shares are issued), cease to confer upon the holder thereof any right to receive notice of, or attend, speak or vote at, any general meeting of the Company (or at any meeting of the holders of any class of Shares) or any right to receive or vote on any written resolution of the Company (or the holders of any class of Shares) until such time as another person is entered in the register of members of the Company as the holder of those Shares.
- 6.5 Notwithstanding any other provision of these Articles, an obligation to transfer a Share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Share free from any lien, charge or other encumbrance.
- 6.6 Notwithstanding any other provision of these Articles, no transfer of any Share which is the subject of a Transfer Notice (including a Compulsory Transfer Notice deemed to have been given in accordance with article 9.2), shall be permitted pursuant to articles 7.2 and 7.3.
- 6.7 Where any Share is transferred to an existing Member holding Shares, such Share shall on and from the time of registration of the transfer of that share in the register of members of the Company, be immediately and automatically (without resolution of the Members or Directors) redesignated as a Share of the same class as the Shares already held by such Member.

7 Permitted transfers

7.1 Transfer with consent

Notwithstanding any other provision of these Articles, any Shares may be transferred by a Member at any time and upon any terms with the prior written consent of the holder of A Ordinary Shares and the holder of B Ordinary Shares. No Shares may be transferred at any time under article 8.6 without the prior written consent of the holder of A Ordinary Shares and the B Ordinary Shares being obtained.

7.2 Transfer within corporate group

Any Member which is a body corporate may at any time transfer any Shares held by it to a company which is for the time being a subsidiary or holding company of that Member or another subsidiary of such holding company (each a "**member of the same group**"). Where, following a transfer or series of transfers of Shares pursuant to this article 7.2, the transferee of any Shares ceases at any time for any reason to be a member of the same group as the original transferor of those Shares, such transferee shall forthwith transfer all the Shares held by it to the original transferor for such consideration as they may agree between them and, if they do not agree such consideration or if the transfer is not effected for any other reason within 20 Business Days of the date on which the transferee ceased to be a member of the same group as the original transferor, the Directors may require such transferee to serve a Transfer Notice in respect of all the Shares held by it and the provisions of article 8 shall apply.

7.3 Transfer to a Family Member

7.3.1 Subject to articles 7.3.2, any individual Member may at any time transfer any of the Shares held by him to one or more of his Family Members.

7.3.2 Where any Member (in this article 7.3.2 the "**transferor**") transfers Shares to a Family Member (in this article 7.3.2 the "**transferee**") the transferor shall procure, before the transfer is presented for registration, that he is appointed, on terms reasonably satisfactory to the Board, as the attorney of the transferee to exercise, in the name of and on behalf of the transferee, all or any of the rights in relation to the Shares transferred to him and with full (unconditional and irrevocable) authority to sell those Shares on behalf of the transferee on a Share Sale or Listing). For this purpose the transferee hereby authorises the Company to send any written resolutions, notices or other communications in respect of the Shares registered in the name of the transferee to the transferor.

7.3.3 Where, following a transfer of Shares pursuant to article 7.3.1, the transferee of those Shares ceases for any reason to be a Family Member of the original transferor of those Shares, such transferee shall forthwith, and in any event within 20 Business Days of the date on which the transferee ceased to be a Family Member of the original transferor, transfer all the Shares held by him to the original transferor failing which the Directors may at any time require such transferee to serve a Transfer Notice in respect of all the Shares held by him and the provisions of article 8 shall apply.

7.3.4 A Family Member to whom Shares have been transferred pursuant to this article 7.3 may transfer those Shares back to the original transferor at any time but may not otherwise transfer such Shares pursuant to this article 7.3.

8 Pre-emption on transfer of Shares

8.1 Transfer Notice

8.1.1 Except as permitted under article 7 (Permitted Transfers) or as provided for in article 10 (Drag Along) and article 11 (Tag Along), any Member (a "**Seller**") who wishes to transfer any Share (or any interest in any Share) shall, before transferring or agreeing to transfer such Share or interest therein, give notice in writing (a "**Transfer Notice**") to the Company of his wish.

8.1.2 Subject to article 8.1.3, a Transfer Notice shall:

- (a) state the number and class of Shares (the "**Sale Shares**") which the Seller wishes to transfer;

- (b) state the name of the person (if any) to whom the Seller wishes to transfer the Sale Shares;
- (c) state the price per Share (the "**Proposed Price**") at which the Seller wishes to transfer the Sale Shares;
- (d) state if the Transfer Notice is conditional upon all (and not only part) of the Sale Shares being sold pursuant to this article 8 (a "**Total Transfer Condition**");
- (e) relate to only one class of Share;
- (f) constitute the Company as the agent of the Seller in relation to the sale of the Sale Shares in accordance with this article 8; and
- (g) not be capable of variation or cancellation without the consent of the Board or as provided for in article 8.2.5.

8.1.3 Where a Transfer Notice is one which is deemed to have been given by virtue of any provision of these Articles (including a Compulsory Transfer Notice deemed to have been served in accordance with article 9.2):

- (a) it shall relate to all the Shares registered in the name of the Seller;
- (b) it shall not contain a Total Transfer Condition;
- (c) subject to article 9.3, the Transfer Price shall be determined in accordance with articles 8.2.1(b) and (c);
- (d) it shall be irrevocable; and
- (e) subject to articles 6.4 and 9.6, the Seller may retain any Sale Shares for which Buyers (as defined in article 8.4.2) are not found provided that the Seller shall not at any time thereafter be permitted to transfer all or any of such retained Sale Shares pursuant to article 7.

8.2 Transfer Price

8.2.1 The Sale Shares will be offered for sale in accordance with this article 8 at the following price (the "**Transfer Price**"):

- (a) subject to the consent of the Board, the Proposed Price; or
- (b) such other price as may be agreed between the Seller and the Board within 10 Business Days of the date of service (or deemed service) of the Transfer Notice; or
- (c) if no price is agreed pursuant to paragraph (b) above within the period specified therein, or if the Board directs at any time during that period, whichever is the lower of (i) the Proposed Price and (ii) the Market Value.

8.2.2 If the Seller and the Board are unable to agree on the Transfer Price in accordance with article 8.2.1(b) or if the Board directs in accordance with article 8.2.1(c), the Board shall forthwith instruct the Auditors to determine and certify the Market Value of each Sale Share calculated on the basis that:

- (a) the Market Value is the sum which a willing buyer would agree with a willing seller to be the purchase price for all the Shares then in issue, divided by the number of Shares then in issue;

- (b) no account shall be taken of the size of the holding which the Sale Shares comprise or whether the Sale Shares represent a majority or minority interest; and
 - (c) any difficulty in applying any of the bases set out above shall be resolved by the Auditors as they, in their absolute discretion, think fit.
- 8.2.3 The decision of the Auditors (who shall be deemed to act as an expert and not as an arbitrator) shall be final and binding on the Members, save in the event of fraud or manifest error, and their costs for reporting on their opinion of the Market Value shall, subject to article 8.2.4, be borne as directed by the Auditors (taking into account the conduct of the parties and the merits of their respective arguments in relation to any matters in dispute) or, in the absence of any such direction, as to one half by the Seller and the other half by the Company.
- 8.2.4 Where either:
- (a) the Seller revokes the Transfer Notice in accordance with article 8.2.5; or
 - (b) in the case of a Transfer Notice which is deemed to have been given by virtue of any provision of these Articles, the Market Value is less than the price proposed by the Board to the Seller not less than 5 Business Days prior to receipt of the Auditors' report by the Company,
- then the Auditors' fees shall be borne wholly by the Seller.
- 8.2.5 Where the Market Value is less than the Proposed Price the Seller may, by notice in writing served on the Company within 5 Business Days of the date on which the notification of the Market Value was first served on the Seller by the Company or the Auditors, revoke any Transfer Notice which was not stated to be, or which is not deemed by virtue of any provision of these Articles to be, irrevocable.

8.3 Offer Notice

- 8.3.1 Subject to article 8.3.2, the Board shall serve a notice (an "**Offer Notice**") on all Members within 10 Business Days of the Transfer Price being agreed or determined in accordance with these Articles.
- 8.3.2 An Offer Notice shall not be sent, and no Sale Shares shall be treated as offered to, the Seller or to any Member who, at the date of the Offer Notice, is bound to give, or has given or is deemed to have given a Transfer Notice in respect of any Shares registered in his name.
- 8.3.3 An Offer Notice shall:
- (a) state the Transfer Price;
 - (b) contain the other information set out in the Transfer Notice;
 - (c) invite the relevant offerees to respond in writing to the Company stating the number of Sale Shares which they wish to purchase; and
 - (d) expire, and the offer made therein to an offeree shall be deemed to be withdrawn if not previously accepted by such offeree, on a date which is not less than 20 nor more than 40 Business Days after the date of the Offer Notice.

8.3.4 For the purposes of allocating the Sale Shares amongst the Members, Sale Shares of a class specified in the first column of the table set out below will be treated as offered:

- (a) firstly, to all persons in the category set out in the corresponding line in the second column in the table below;
- (b) secondly, to the extent not already accepted by persons in the second column, to all persons in the category set out in the corresponding line in the third column in the table below; and
- (c) thirdly, to the extent not already accepted by persons in the second or third columns, to all persons in the category set out in the corresponding line in the fourth column in the table below.

Class of Sale Shares	First offer to the holders of:	Second offer to the holders of:	Third offer to the holders of:
A Ordinary Shares	A Ordinary Shares	B Ordinary Shares	C2 Ordinary Shares
B Ordinary Shares	B Ordinary Shares	A Ordinary Shares	C2 Ordinary Shares
C1 Ordinary Shares	B Ordinary Shares	A Ordinary Shares	C2 Ordinary Shares
C2 Ordinary Shares	B Ordinary Shares	A Ordinary Shares	C1 and C2 Ordinary Shares

8.4 Allocation of Sale Shares

8.4.1 After the expiry of the period specified in the Offer Notice or, if sooner, upon all Members holding shares of a class specified in a column in the table in article 8.3.4 having responded to the Offer Notice and the Company having received valid applications for all the Sale Shares (in either case the "**Allocation Date**"), the Board shall allocate the Sale Shares in accordance with the applications received in the priorities and in respect of each class of persons set out in the table in article 8.3.4 provided that:

- (a) if there are applications from any class of offerees for more than the number of Sale Shares available for that class, the Sale Shares shall be allocated to the relevant applicants in proportion (as nearly as practicable but without allocating to any applicant more Sale Shares than he applied for) to the number of Shares of the class entitling them to receive such offer held by each of them respectively; and
- (b) the allocation of any fractional entitlements to Sale Shares amongst the members of a particular class of Shares shall be dealt with by the Board in such manner as it sees fit.

8.4.2 Within 5 Business Days of the Allocation Date the Board shall give notice in writing (an "**Allocation Notice**") to the Seller and each Member to whom Sale Shares have been allocated pursuant to article 8.4.1. (each a "**Buyer**"). An Allocation Notice shall state:

- (a) the number and class of Sale Shares allocated to that Buyer;
- (b) the name and address of the Buyer;
- (c) the aggregate purchase price payable by the Buyer in respect of the Sale Shares allocated to him;

- (d) the information (if any) required pursuant to article 8.4.4; and
 - (e) subject to article 8.4.4, the place, date and time (being not less than 2 nor more than 5 Business Days after the date of the Allocation Notice) at which completion of the sale and purchase of the relevant Sale Shares shall take place.
- 8.4.3 Subject to article 8.4.4, completion of a sale and purchase of Sale Shares pursuant to an Allocation Notice shall take place at the place, date and time specified in the Allocation Notice when the Seller will, upon payment of the Transfer Price in respect of the Sale Shares allocated to a Buyer, transfer those Sale Shares, and deliver the relevant share certificate(s) therefor, to that Buyer.
- 8.4.4 If the Transfer Notice contained a Total Transfer Condition and the total number of Shares applied for and allocated to the Buyers in accordance with article 8.4.1 is less than the total number of Sale Shares then:
- (a) the Allocation Notice will refer to the Total Transfer Condition and will contain a further offer (the "**Further Offer**") to the Buyers inviting them to apply for further Sale Shares at the Transfer Price;
 - (b) the Further Offer shall expire, and shall be deemed to be withdrawn, upon the expiry of the period (being not more than 20 Business Days) specified in the Allocation Notice;
 - (c) any Sale Shares accepted by the Buyers pursuant to the Further Offer shall be allocated amongst them in accordance with the provisions of articles 8.4.1(a) and (b); and
 - (d) following the allocation of any Sale Shares amongst the Buyers in accordance with paragraph (c) above, and provided all the Sale Shares have then been allocated, the Board shall issue revised Allocation Notices in accordance with article 8.4.2 but omitting paragraph (d) of that article 8.4.2.
- 8.4.5 Subject to article 8.4.6, the service of an Allocation Notice (or a revised Allocation Notice in accordance with article 8.4.4) shall constitute the acceptance by a Buyer of the offer to purchase the number of Sale Shares specified therein on the terms offered to that Buyer.
- 8.4.6 If after following the procedure set out in this article 8 the total number of Shares applied for and allocated to the Buyers remains less than the total number of Sale Shares, then:
- (a) if the Transfer Notice contained a Total Transfer Condition, then notwithstanding any other provision of this article 8 no Sale Shares shall be deemed to have been allocated to any Buyer and the Seller and the Buyers shall not be bound to sell or purchase any Sale Shares in accordance with this article 8; and
 - (b) the Company shall notify the Seller that it has failed to find Buyers for all or some (as the case may be) of the Sale Shares.

8.5 Default by the Seller

If a Seller shall fail for any reason (including death) to transfer any Sale Shares to a Buyer when required by this article 8, the Board may authorise any Director (who shall, for this purpose, be deemed to have been irrevocably appointed as the attorney of the Seller) to execute each necessary transfer of Sale Shares on the Seller's behalf and to

deliver that transfer to the relevant Buyer. The Company may receive the purchase money from a Buyer on behalf of the Seller and thereafter shall, subject to due stamping, enter the name of that Buyer in the register of members of the Company as the holder of the Sale Shares so transferred to him. The receipt of the Company for the purchase money shall constitute a good discharge to the Buyer (who shall not be bound to see to the application of it) and after the Buyer has been registered in purported exercise of the power conferred by this article 8.5 the validity of the proceedings shall not be questioned by any person. The Company shall hold the relevant purchase money on trust for the Seller (but without interest) and the Company shall not pay such money to the Seller until he has delivered the share certificate(s) in respect of the relevant Shares (or a suitable indemnity in a form reasonably satisfactory to the Board) to the Company.

8.6 Transfers following exhaustion of pre-emption rights

If any Sale Shares are not allocated to a Buyer under any of the foregoing provisions of this article 8 the Seller may (with the prior written consent of the holder of A Ordinary Shares and the holder of B Ordinary Shares), at any time within 3 calendar months of the date of service of the notice referred to in article 8.4.6(b), sell any of those unallocated Sale Shares to the person named in the Transfer Notice (or, if none was so named, any other person) at not less than the Transfer Price (without any deduction, rebate or allowance to the proposed purchaser) provided that:

8.6.1 if the Transfer Notice contained a Total Transfer Condition, the Seller shall not be entitled to sell only some of the Sale Shares without the prior written consent of the Board; and

8.6.2 the Board shall not register the transfer if as a result of such transfer the proposed purchaser would be required to make an offer in accordance with article 11 until such time as that offer has been made and, if accepted, completed.

9 Compulsory transfers

9.1 In this article 9 each of the following shall be a "**Transfer Event**":

9.1.1 in relation to a Member holding Shares in the case of an individual Member:

- (a) the death of that Member;
- (b) a bankruptcy order being made against that Member or that Member being declared bankrupt by any court of competent jurisdiction;
- (c) that Member making an offer to make any arrangement or composition with his creditors generally;
- (d) that Member suffering from mental disorder and being admitted to hospital or being subject to any court order as referred to in regulation 81(c) of Table A;
- (e) that Member dealing with his Shares in contravention of the provisions of these articles;

9.1.2 in relation to a Member holding Shares in the case of a corporate Member:

- (a) an order being made or a resolution passed for the winding up of that Member or for the appointment of a provisional liquidator to that Member (other than a voluntary liquidation for the purposes of a bona fide

scheme of solvent amalgamation or reconstruction) or for an administration order in respect of that Member;

- (b) a receiver, manager or administrative receiver being appointed over all or any part of the undertaking or assets of that Member;
- (c) any proceedings or orders equivalent or analogous to any of those described above in paragraphs (a) and (b) occurring in respect of that Member under the law of any jurisdiction outside England and Wales;
- (d) that Member ceasing to be within the control (as defined in section 840 Income and Corporation Taxes Act 1988) of the person(s) who controlled it on the Adoption Date or the date on which it became a Member (whichever is the later); or
- (e) that Member dealing with his Shares in contravention of the provisions of these articles; or

9.1.3 in relation to a Member holding C1 Ordinary Shares that Member, being an employee or director of, or a consultant to, a Group Company, ceasing to be such an employee, director or consultant (including where such cessation occurs as a result of a Group Company ceasing to be a Group Company) where the Member does not remain, or immediately thereupon become, an employee or director of, or a consultant to, another Group Company; or

9.1.4 in relation to a Member holding C2 Ordinary Shares that Member, being an employee or director of, or a consultant to, a Group Company or any company within the EFSL Group, ceasing to be such an employee, director or consultant (including where such cessation occurs as a result of a Group Company or any company within the EFSL Group ceasing to be a Group Company or part of the EFSL Group (as applicable)) where the Member does not remain, or immediately thereupon become, an employee or director of, or a consultant to, another Group Company or any company within the EFSL Group,

and in any such case, whether under article 9.1.1, 9.1.2, 9.1.3 or 9.1.4, the Board notifying the Company within six months of the occurrence of such event (or, if later, within six months of the date on which the Board first become aware of the occurrence of such event) that such event is a Transfer Event in relation to that Member for the purposes of this article 9.

9.2 Upon the Board notifying the Company that an event is a Transfer Event in respect of a Member in accordance with article 9.1, the Relevant Member and any other person holding Compulsory Transfer Shares, shall be deemed to have served a Transfer Notice (a "**Compulsory Transfer Notice**") in respect of all the Compulsory Transfer Shares then held by each of them respectively. A Compulsory Transfer Notice shall supersede any current Transfer Notice in respect of any Compulsory Transfer Shares.

9.3 The Compulsory Transfer Shares shall be offered for sale in accordance with the provisions of article 8 as if the Compulsory Transfer Shares were Sale Shares except that:

9.3.1 where the relevant Transfer Event falls within the provisions of article 9.1.3 or article 9.1.4, the Transfer Price in respect of the Compulsory Transfer Shares shall be:

- (a) where the Relevant Member is a Bad Leaver, whichever is the lower of:
 - (i) their Market Value; and

(ii) their Subscription Price;

provided that the Board may at any time by notice to the Company specify that in respect of any particular Relevant Member the Transfer Price for all Compulsory Transfer Shares shall, on that occasion, be the Subscription Price (in which case there shall be no need in respect of that Relevant Member on that occasion to establish Market Value) and the Transfer Price shall be determined by the notice served pursuant to this article 9.3.1 on the date upon which such notice is received at the registered office of the Company; or

(b) where the Relevant Member is a Good Leaver, their Market Value.

9.4 Any dispute as to whether the provisions of article 9.3.1 or 9.3.2 apply in relation to any Compulsory Transfer Notice shall not affect the validity of a Compulsory Transfer Notice nor shall it delay the procedure to be followed under article 8 in respect thereof. If, however, the Subscription Price is less than the Market Value any Buyer acquiring Compulsory Transfer Shares pursuant to a Compulsory Transfer Notice while such dispute is continuing shall pay to the Seller whichever is the lower of their Market Value and their Subscription Price and shall, in addition, pay to the Company an amount equal to the difference between their Market Value and their Subscription Price. The Company shall hold such amount as trustee in a separate interest-bearing account and shall, upon final resolution of the relevant dispute, pay such amount (together with interest thereon but less any applicable bank charges) to:

9.4.1 the Seller, in respect of any Compulsory Transfer Shares which are determined to be sold for their Market Value; or

9.4.2 the Buyer, in respect of any Compulsory Transfer Shares which are determined to be sold for their Subscription Price.

9.5 For the purposes of articles 9.1.3 and 9.1.4 the date of cessation of a Member's employment, directorship or engagement shall be (or be deemed to be) whichever is the first to occur of:

9.5.1 the date of a notice given by a Group Company to the Member terminating (or purporting to terminate) that Member's employment, directorship or engagement with the Group (or, if later, the date specified in any such notice as being the termination date), regardless of whether any such notice constitutes unfair or wrongful dismissal;

9.5.2 the date of a notice given by a Member to a Group Company terminating (or purporting to terminate) that Member's employment, directorship or engagement with the Group (or, if later, the date specified in any such notice as being the termination date), regardless of whether any such notice may lawfully be given by the Member;

9.5.3 the date on which a repudiatory breach of any contract of employment or engagement by either the Member or a Group Company is accepted by the other party to that contract;

9.5.4 the date of any event which results in the termination of the contract of employment or engagement under the doctrine of frustration; or

9.5.5 in any circumstances other than those specified in articles 9.5.1 to 9.5.4, the date on which the Member actually ceases to be employed or engaged by the Group.

- 9.6 Notwithstanding any other provision of these Articles, unless the Board resolves otherwise, any Compulsory Transfer Shares shall, with effect from the date of the relevant Compulsory Transfer Notice (or, if later, the date on which such Shares are issued), cease to confer upon the holder thereof any right to receive notice of, or attend, speak or vote at, any general meeting of the Company (or at any meeting of the holders of any class of Shares) or any right to receive or vote on any written resolution of the Company (or the holders of any class of Shares) until such time as another person is entered in the register of members of the Company as the holder of those Compulsory Transfer Shares (or other Shares).
- 9.7 Regulations 30 and 31 of Table A shall not apply.
- 10 **Drag along**
- 10.1 If the holders of all the A Ordinary Shares and all the B Ordinary Shares (together the **"Selling Members"**) wish to transfer all their A Ordinary Shares and B Ordinary Shares to a Third Party Purchaser, they shall have the option (a **"Drag Along Option"**) to require all or any of the other Members (the **"Remaining Members"**) to transfer all their Shares with full title guarantee to the Third Party Purchaser (or as the Third Party Purchaser shall direct) in accordance with this article 10.
- 10.2 The Selling Members shall exercise the Drag Along Option by giving notice to that effect (a **"Drag Along Notice"**) to each of the Remaining Members at any time before the registration of the transfer of the Selling Members' Shares. A Drag Along Notice shall specify:
- 10.2.1 that the Remaining Members are required to transfer all their Shares (the **"Remaining Shares"**) pursuant to this article 10;
- 10.2.2 the identity of the Third Party Purchaser;
- 10.2.3 the consideration for which, or the price at which, the Remaining Shares are to be transferred, determined in accordance with article 10.4 (the **"Drag Along Consideration"**); and
- 10.2.4 the proposed date of transfer (if known).
- 10.3 A Drag Along Notice may be revoked by the Selling Members at any time prior to the completion of the sale and purchase of the Remaining Shares.
- 10.4 The Drag Along Consideration shall be the same consideration per Remaining Share (in the same form and due at the same time(s)) as that offered, given, paid or payable by, or due from, the Third Party Purchaser in respect of each Share held by the Selling Members together with the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the Selling Members which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or consideration given in respect of the Shares held by those Selling Members.
- 10.5 Completion of the sale and purchase of the Remaining Shares shall take place on the same date as completion of the sale and purchase of the Selling Members' Shares (unless the Board and all of the Remaining Members shall agree otherwise).
- 10.6 Upon the service of a Drag Along Notice each Remaining Member shall be deemed to have irrevocably appointed each of the Selling Members (severally) as the attorney of the Remaining Member to execute, in the name of and on behalf of that Remaining Member, any stock transfer form and covenant for full title guarantee in respect of the Remaining Shares registered in the name of that Remaining Member and to do such

other things as the attorney may consider necessary or desirable to transfer and complete the sale of the Remaining Shares pursuant to this article 10.

- 10.7 The provisions of this article 10 shall prevail over any contrary provisions of these Articles and, for the avoidance of doubt, the rights of pre-emption and other restrictions on transfer of Shares contained in these Articles shall not apply to the transfer of any Shares to a Third Party Purchaser named in a Drag Along Notice (or as that Third Party Purchaser may direct). Any Transfer Notice or Compulsory Transfer Notice served in respect of a Share which has not been allocated to a Buyer in accordance with article 8 shall automatically be revoked by the service of a Drag Along Notice.
- 10.8 Upon any person (a "**New Member**") becoming, at any time after the service of a Drag Along Notice, a registered holder of any Shares pursuant to the exercise of any option, warrant or other right to subscribe for or acquire Shares, a Drag Along Notice, on the same terms as the previous Drag Along Notice, shall immediately be deemed to have been served upon that New Member who shall thereupon be bound to sell and transfer all the Shares acquired by him to the Third Party Purchaser (or as the Third Party Purchaser may direct). The provisions of this article 10 shall apply mutatis mutandis to the sale of any Shares by such New Member provided that completion of the sale and purchase of those Shares shall take place on whichever is the later of:
- 10.8.1 the date on which a Drag Along Notice is deemed to have been served on the New Member pursuant to this article 10.8; and
- 10.8.2 the date of completion of the sale and purchase of the Remaining Shares pursuant to the original Drag Along Notice.

11 Tag along

- 11.1 Subject to article 10 and save in the case of a transfer of Shares which is permitted in accordance with the provisions of article 8, but otherwise notwithstanding any other provision of these Articles, no sale or other disposition of the A Ordinary Shares and the B Ordinary Shares (the "**Committed Shares**") to a Third Party Purchaser shall be made or registered unless before the transfer is lodged for registration the relevant Third Party Purchaser has made a bona fide offer (a "**Tag Along Offer**") by notice in writing (a "**Tag Along Notice**") to acquire, in accordance with this article 11, from all the Members other than the Third Party Purchaser (or persons connected with or acting in concert with him) all the Shares which are not Committed Shares (the "**Uncommitted Shares**") for the consideration, or at the price, (the "**Tag Along Consideration**") calculated in accordance with articles 11.3.
- 11.2 A Tag Along Notice shall:
- 11.2.1 state the Tag Along Consideration;
- 11.2.2 state the identity of the Third Party Purchaser;
- 11.2.3 invite the relevant offerees to respond in writing to the Third Party Purchaser stating that they wish to accept the Tag Along Offer; and
- 11.2.4 expire, and the offer made therein to an offeree shall be deemed to be withdrawn if not previously accepted by such offeree, on the date (being not less than 5 nor more than 20 Business Days after the date of the Tag Along Notice) specified therein.
- 11.3 For the purposes of this article 11 the Tag Along Consideration shall be the same consideration per Uncommitted Share (in the same form and due at the same time(s)) as that offered, given, paid or payable by, or due from, the Third Party Purchaser in respect of each Committed Share together with the relevant proportion of any other

consideration (in cash or otherwise) received or receivable by the holders of the Committed Shares which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or consideration given in respect of the Committed Shares.

12 **EFS Sale and Come Along**

12.1 In this article 12:

12.1.1 "EFSL Flotation" means either:

- (a) the admission by the United Kingdom Listing Authority of all or any of the issued equity share capital of EFSL to the Official List of the United Kingdom Listing Authority, and such admission becoming effective;
- (b) granting of permission by London Stock Exchange for the introduction of all or any of the issued share capital of EFSL to AIM, a market operated by London Stock Exchange, and such admission becoming effective; or
- (c) any equivalent admission to, or permission to deal or trade on, any other Recognised Investment Exchange becoming unconditionally effective in relation to all or any of the equity share capital of EFSL;

12.1.2 "EFSL Sale" means the transfer (whether through a single transaction or a series of transactions) of shares in EFSL as a result of which any person (or persons connected with each other, or persons acting in concert with each other) would have the legal or beneficial ownership over that number of shares in the capital of EFSL which in aggregate would confer more than 50 per cent. or more of the voting rights normally exercisable at general meetings of EFSL **PROVIDED THAT** there shall be no EFSL Sale as a result of any transfer pursuant to article 13 of EFSL's articles of association (Permitted Transfers) or to an Original Subscriber (as defined therein) or to any person to whom an Original Subscriber could make a permitted transfer pursuant to the said article 13;

12.1.3 "Notional Sale Price" means such an amount in monetary terms to be satisfied by the issue of D ordinary shares (or another appropriate class of ordinary shares) in the capital of EFSL equating in value terms to the value of A Ordinary Shares, B Ordinary Shares, C1 Ordinary Shares and C2 Ordinary Shares and with at least the same or equivalent rights attaching thereto the subject of the notice served pursuant to clause 12.2 and determined in accordance with clauses 12.3 to 12.6.

12.2 If the effect of any bona fide transfer of any EFSL Shares made between a willing buyer and a willing seller on arms' length terms for cash or cash equivalent would be that, if made and registered would result in an EFSL Sale or in the event of there being an EFSL Flotation, then the holder(s) thereof holding more than 75% of the EFSL Shares shall have the right (subject to obtaining consent of the holder of A Ordinary Shares and the consent of the holder of B Ordinary Shares and acting through them) to require by notice in writing all the holders of the A Ordinary Shares, B Ordinary Shares, C1 Ordinary Shares and C2 Ordinary Shares in the Company (the "Called Shareholders") to transfer within 10 Business Days of demand being made to the Called Shareholders all (but not some only) of their A Ordinary Shares, B Ordinary Shares, C1 Ordinary Shares and C2 Ordinary Shares to EFSL (and for this purpose the A Ordinary Shares, B Ordinary Shares, C1 Ordinary Shares and C2 Ordinary Shares respectively, shall be treated as a single class) in exchange for shares in the capital of EFSL (the "EFSL Consideration Shares") credited as fully paid, such transfer to be at the Notional Sale Price.

- 12.3 The Notional Sale Price shall be applied to the A Ordinary Shares, B Ordinary Shares, C1 Ordinary Shares and C2 Ordinary Shares the subject of the notice under clause 12.2 so that they are exchanged for EFSL Consideration Shares immediately prior to an EFSL Sale or EFSL Flotation as the case may be.
- 12.4 The Notional Sale Price of the A Ordinary Shares, B Ordinary Shares, C1 Ordinary Shares and C2 Ordinary Shares will be the percentage of the equity capital of the Company that the A Ordinary Shares, B Ordinary Shares, C1 Ordinary Shares and C2 Ordinary Shares, respectively, represent multiplied by the equity value of the Company.
- 12.5 The Notional Sale Price will be satisfied by the issue of EFSL Consideration Shares the value of which will be set by the terms of EFSL Sale or the EFSL Flotation.
- 12.6 The Notional Sale Price shall be agreed between the directors of EFSL and the holders of the A Ordinary Shares, B Ordinary Shares, C1 Ordinary Shares and C2 Ordinary Shares, and in the event that no agreement is reached within 14 days of the service of the notice referred to in clause 12.2 it shall be decided by an independent investment bank, which has not, and never has had, any previous association with the Company or EFSL, appointed with the mutual consent of the holders of the A Ordinary Shares, B Ordinary Shares, C1 Ordinary Shares and C2 Ordinary Shares and the directors of EFSL (the "**Independent Bank**") in accordance with Clauses 12.6 to 12.9. If the directors of EFSL and the holders of A Ordinary Shares, B Ordinary Shares, C1 Ordinary Shares and C2 Ordinary Shares do not reach agreement on the Independent Bank within 14 days of the first name being proposed by any of them, the Independent Bank shall be such independent investment bank appointed by the President of the Institute of Chartered Accountants in England and Wales on the application of EFSL or the holders of the A Ordinary Shares, B Ordinary Shares, C1 Ordinary Shares and C2 Ordinary Shares in the Company.
- 12.7 In the event that the Independent Bank is required to determine the price at which the A Ordinary Shares, B Ordinary Shares, C1 Ordinary Shares and C2 Ordinary Shares are to be transferred pursuant to these clauses, such price shall be the amount the Independent Bank shall confirm in writing to be the Notional Sale Price. In making such determination, the Independent Bank shall value the Company on an open market fair value basis as between a willing seller and a willing buyer in respect of the A Ordinary Shares, B Ordinary Shares, C1 Ordinary Shares and C2 Ordinary Shares as at the date of the notice referred to in clause 12.2 and shall not take any account of whether the A Ordinary Shares, B Ordinary Shares, C1 Ordinary Shares and C2 Ordinary Shares comprise a majority or a minority interest in the Company.
- 12.8 In so confirming, the Independent Bank shall act as an expert and not as arbitrator and its decision shall (save in the case of fraud or manifest error) be conclusive and binding on the Company and upon all of its Members for the purposes of this clause 12.
- 12.9 The costs of the Independent Bank shall be borne by EFSL unless, in the case of a determination required pursuant to the provisions of clause 12.6, the amount determined by the Independent Bank is equal to or less than that suggested by the directors of EFSL in which event the costs of the Independent Bank shall be borne by the Called Shareholders personally.

13 **Enhanced Rights**

- 13.1 The enhanced rights of the holder of A Ordinary Shares and the holder of B Ordinary Shares set out in articles 3, 5, 7, 8, 10, 11, 12 and 15 ("**Enhanced Rights**") shall continue:
 - 13.1.1 in the case of the holder of A Ordinary Shares so long as it continues to own at least 50% of the Shares held by it at the Adoption Date;

13.1.2 in the case of the holder of B Ordinary Shares so long as he continues to be a director, employee or consultant of EFSL or any of its subsidiaries or associated or affiliated companies or of the Company **and** owns at least 50% of the Shares held by him at the Adoption Date,

together the "**Conditions**".

- 13.2 If any of the Conditions applicable to the holder of A Ordinary Shares or the holder of the B Ordinary Shares cease to continue, the holder of A Ordinary Shares or B Ordinary Shares (as the case may be) shall lose its/his Enhanced Rights. The affected provisions of these articles as a result of such loss of Enhanced Rights shall (without resolution of the Members or Directors) be interpreted accordingly and shall in no way be to the detriment of the other whose Enhanced Rights shall continue to apply so long as the Conditions applicable to it/ him continue to apply.

14 General meetings

- 14.1 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon. Three Members, of whom at least one shall be the holder of A Ordinary Shares and one shall be the holder of B Ordinary Shares, present either in person, by proxy or by a duly appointed corporate representative shall be a quorum. Regulation 40 of Table A shall not apply to the Company.

- 14.2 Regulation 41 of Table A shall be amended by the addition of the following words at the end of that regulation:

"If within half an hour of the time appointed for the holding of an adjourned meeting a quorum is not present, the meeting shall be dissolved".

- 14.3 Regulations 42 and 43 of Table A shall not apply to the Company.

- 14.4 A poll may be demanded at any general meeting by:

14.4.1 the chairman; or

14.4.2 by any Member present (in person, by proxy or by a duly appointed corporate representative) and entitled to vote on the relevant resolution.

Regulation 46 of Table A shall be modified accordingly.

- 14.5 Regulation 51 of Table A shall be amended by the deletion of the first two sentences thereof and the insertion in their place of the following sentence: "A poll demanded will be taken immediately."

- 14.6 Regulation 54 of Table A shall not apply to the Company.

- 14.7 Regulation 57 of Table A shall be amended by the insertion of the following words after the word "shall": "unless a majority of the Directors resolves otherwise".

- 14.8 Regulation 59 of Table A shall be amended by the addition of the following sentence at the end of that regulation: "The deposit of an instrument of proxy will not preclude a Member from attending and voting at the meeting or at any adjournment thereof".

- 14.9 Regulation 62 of Table A shall be amended:

14.9.1 by the deletion in paragraph (a) of the words "deposited at" and the insertion in their place of the following words: "left at or sent by post to"; and

14.9.2 by the insertion, after the word "invalid" in the penultimate sentence of the following words: "unless a majority of the Directors resolves otherwise".

14.10 The Company shall not be required to give notice of a general meeting to a Member:

14.10.1 whose registered address is outside the United Kingdom unless he has provided an address for service within the United Kingdom; or

14.10.2 for whom the Company no longer has a valid UK address.

Regulation 38 of Table A shall be modified accordingly.

15 Appointment and removal of Directors

15.1 Unless and until determined otherwise by ordinary resolution of the Company, the number of Directors (other than alternate directors) shall not be less than three nor more than eight. Regulation 64 of Table A shall be modified accordingly.

15.2 The Members may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with these Articles as the maximum number of Directors from time to time. Regulations 76 to 78 shall not apply to the Company.

15.3 The office of a Director (other than a Director appointed pursuant to article 15.4)) shall automatically be vacated, and the Director in question shall be deemed to have resigned, upon in the case of an executive Director only, that Director ceasing for any reason whatsoever to be employed by the Company or any other Group Company in circumstances where he does not remain, or immediately thereupon become, an employee of another Group Company. Regulation 81 of Table A shall be extended accordingly.

15.4 The holder of A Ordinary Shares may, from time to time appoint three persons to be directors of the Company and, from time to time, remove any such persons appointed by them. The holder of A Ordinary Shares shall be responsible for and shall indemnify the other Members and the Company against any loss, liability or cost that any of them may suffer or incur as a result of any claim by an A Director for unfair or wrongful dismissal arising out of such removal.

15.5 The holder of B Ordinary Shares may, from time to time appoint three persons to be directors of the Company and, from time to time, remove any such persons appointed by them. The holder of B Ordinary Shares shall be responsible for and shall indemnify the other Members and the Company against any loss, liability or cost that any of them may suffer or incur as a result of any claim by a B Director for unfair or wrongful dismissal arising out of such removal.

15.6 Any appointment or removal pursuant to article 15.4 or 15.5 shall be made by notice in writing to the Company. Such notice (which may consist of several documents in similar form each signed by or on behalf of one or more of the relevant Members) must be left at or sent by post to the registered office of the Company and the appointment or removal (as the case may be) shall take effect when the notice is received by the Company or, if later, on such date (if any) as may be specified in the notice. If at any time, the holders of the A Ordinary Shares or B Ordinary Shares (as applicable) have not taken up their entitlement to appoint three Directors, the director(s) so appointed shall be entitled to exercise such number of additional votes to ensure the total votes capable of being cast by them equate to three Directors.

15.7 Subject to section 168 CA2006, on any resolution to remove a Director appointed pursuant to article 15.4 or 15.5 the holder of A Ordinary Shares (in the case of article

15.4) or the holder of B Ordinary Shares (in the case of article 15.5) shall carry one vote in excess of 50% of all the other votes exercisable in relation to such resolution and if any such Director is removed pursuant to section 168 CA2006 or otherwise the holder of A Ordinary Shares or the holder of B Ordinary Shares (as the case may be) may reappoint him or any other person as a Director.

16 Alternate Directors

- 16.1 Regulation 66 of Table A shall be amended by the deletion of the last sentence of that regulation and the insertion of the following in its place: "But it shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom unless he has given the Company an address within the United Kingdom at which such notice may be served.".
- 16.2 If any person is appointed as the alternate of more than one Director he shall be entitled at any meeting of the Board (or any committee of the Board of which his appointor(s) is a Member) to one vote for every Director whom he represents (in addition to his own vote (if any) as a Director) but he shall count as only one for the purpose of determining whether a quorum is present at any time.
- 16.3 The appointment of an alternate director will terminate if he resigns by written notice. Such notice must be left at or sent by post to the registered office of the Company and to the last known address of his appointor. The resignation shall take effect when the notice is received by the Company and his appointor or, if later, on such date (if any) as may be specified in the notice.
- 16.4 An alternate director shall not be entitled (as such) to receive any remuneration from the Company although he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as his appointor may direct by notice in writing to the Company. Regulation 66 of Table A shall be modified accordingly.
- 16.5 An alternate director shall be entitled to be reimbursed by the Company such expenses as might properly be reimbursed to him if he were a Director.

17 Proceedings of Directors

- 17.1 In the case of an equality of votes on any matter considered by the Directors, the chairman of the Directors shall not be entitled to a casting vote. Regulation 88 of Table A shall be modified accordingly.
- 17.2 No business shall be transacted at any meeting of the Board unless the requisite quorum is present at the commencement of the business and also when such business is voted upon. The quorum for a Board meeting shall be over half of all of the Directors present either in person or by a duly appointed alternate. Additionally, there must be at least one A Director and one B Director present in order for there to be a quorum. The holder of B Ordinary Shares agrees to procure that its appointee as a Director (or their alternate) shall attend each meeting of the Board. Regulation 89 of Table A shall be modified accordingly.
- 17.3 Any Director or member of a committee of the Board may participate in a meeting of the Board or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear and speak to each other, and any Director or member of a committee participating in a meeting in this manner shall be deemed to be present in person at such meeting.
- 17.4 Without prejudice to the provisions of sections 177 and 182 CA2006, a director may vote at, and be counted in the quorum of, a meeting of the Board, or of a committee of the Board, on any resolution concerning a matter in which he (or any person connected with him by virtue of section 252 CA2006) has, directly or indirectly, an interest or duty

which is material and which conflicts or possibly may conflict with the interests of the Company, provided that he has disclosed to the Directors the nature and extent of that interest or duty. Regulations 94 to 98 of Table A shall not apply to the Company.

18 Electronic communications

The Company may, subject to and in accordance with the provisions of CA2006, serve any notice on, or send or supply any other documents or information to, its Members or any other person by any electronic means, including by making them available on a website.

19 Indemnity

19.1 Subject to article 19.2, a relevant officer of the Company or any Group Company may be indemnified out of the company's assets against:

19.1.1 any liability incurred by that officer in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or any Group Company;

19.1.2 any liability incurred by that officer in connection with the activities of the Company or any Group Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) CA2006); and

19.1.3 any other liability incurred by that officer as an officer of the Company or any Group Company.

19.2 This article 19 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

19.3 In this article 19 a "relevant officer" means any director, former director or other officer of the Company or any Group Company (but not its auditor).

20 Insurance

20.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

20.2 In this article 20:

20.2.1 a "relevant officer" means any director or former director of the Company or any Group Company, any other officer or employee or former officer or employee of the Company or any Group Company (but not its auditor) or any trustee of an occupational pension scheme (as defined in section 235(6) CA2006) for the purposes of an employees' share scheme of the Company or any Group Company; and

20.2.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any Group Company or any pension fund or employees' share scheme of the Company or any Group Company.

21 General

21.1 Regulation 6 of Table A shall be amended by the insertion, after the words "Every certificate shall be sealed with the seal", of the following words: "or executed in such other manner as the Directors may authorise having regard to the provisions of the Companies Acts".

- 21.2 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 (whether fully paid or not) standing registered in the name of any person indebted or under liability to the Company (whether he is the sole registered holder thereof or one of two or more joint holders) for all monies presently payable by him or his estate to the Company.
- 21.3 The liability of any member in default in respect of a call shall be increased by the addition of the following words at the end of the first sentence of regulation 18 of Table A: "and all expenses that may have been incurred by the Company by reason of such non-payment".
- 21.4 Regulation 115 of Table A shall be amended by the insertion of the following words at the beginning of that regulation: "Subject to section 1147 of the Companies Act 2006,".