

The Companies Act 1985 and 2006**PRIVATE COMPANY LIMITED BY SHARES****MEMORANDUM OF ASSOCIATION****of****Wealth at Work Holdings Limited****THURSDAY**

RV7NDHFP

RM

11/02/2010

108

COMPANIES HOUSE

Amended by ordinary resolution on 6 October 2009

- 1 The Company's name is Wealth at Work Holdings Limited
2. The Company's registered office is to be situated in England and Wales
3. The Company's objects are
 - 3 1 to carry out all or any of the businesses of general merchants and traders, cash and credit traders, manufacturers' agents and representatives, insurance brokers and consultants, estate and advertising agents, mortgage brokers, financial agents, advisers, managers and administrators, hire purchase and general financiers, brokers and agents, commission agents, importers and exporters, manufacturers, retailers, wholesalers, buyers, sellers, distributors and shippers of, and dealers in all products, goods, wares, merchandise and produce of every description; to participate in, undertake, perform and carry on all kinds of commercial, industrial, trading and financial operations and enterprises; to carry on all or any of the businesses of marketing and business consultants, advertising agents and contractors, general storekeepers, warehousemen, discount traders, mail order specialists, railway, shipping and forwarding agents, shippers, traders, capitalists and financiers either on the Company's own account or otherwise, printers and publishers; haulage and transport contractors, garage proprietors, operators, hirers and letters on hire of, and dealers in motor and other vehicles, craft, plant, machinery, tools and equipment of all kinds; and to purchase or otherwise acquire and take over any businesses or undertakings which may be deemed expedient, or to become interested in, and to carry on or dispose of, remove or put an end to the same or otherwise deal with any such businesses or undertakings as may be thought desirable,
 - 3.2 to carry on any other trade or business whatever which can in the opinion of the board of directors be advantageously carried on in connection with or as being ancillary to any of the businesses or activities of the Company;
 - 3 3 to purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property;

- 3.4 to apply for, register, purchase, or by other means acquire and protect, prolong and renew, in any part of the world, any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire,
- 3.5 to acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for any such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received;
- 3.6 to improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company,
- 3.7 to invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined by the board of directors and to hold or otherwise deal with any investments made;
- 3 8 to lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company) and to receive money on deposit or loan upon any terms;
- 3.9 to guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property, assets, rights and revenues (present and future) and uncalled capital of the Company, or by both such methods or by any other means whatever, the performance of the liabilities and obligations of and the repayment or payment of any moneys whatever by any person, firm or company, including (but not limited to) '-
3 9.1 any liabilities and obligations whatever of, and the repayment or payment of any moneys whatever by, any company which is for the time being or is likely to become the Company's holding company or a

subsidiary of the Company or another subsidiary of the Company's holding company or otherwise associated with the Company in business; and

- 3.9.2 any liabilities and obligations incurred in connection with or for the purpose of the acquisition of shares in the Company or in any company which is for the time being the Company's holding company in so far as the giving of any such guarantee or other support or security is not prohibited by law, and
- 3.9.3 the repayment or payment of the principal amounts of, and premiums, interest and dividends on, any borrowings and securities;
- 3.10 to borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it;
- 3.11 to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments;
- 3.12 to apply for, promote, and obtain any Act of Parliament, order, or licence of any authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem to the board of directors to be calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem to such board to be calculated directly or indirectly to prejudice the Company's interests,
- 3.13 to enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem to the board of directors to be conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which such board may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions;
- 3.14 to subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world;

- 3.15 to control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem to the board of directors to be desirable with respect to any business or operations of or generally with respect to any such company or companies,
- 3.16 to promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear to the board of directors to be likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid,
- 3.17 to sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the board of directors may think fit, and in particular (but without limitation) for shares, debentures, or securities of any company purchasing the same;
- 3.18 to act as agent or broker and as trustee or nominee for any person, firm or company, and to undertake and perform sub-contracts;
- 3.19 to remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise;
- 3.20 to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company;
- 3.21 to provide, and to establish and maintain or concur in establishing and maintaining trusts, funds, schemes, clubs or other arrangements (whether contributory or non-contributory) with a view to providing:-
- 3.21.1 pensions, insurances, allowances, gratuities, bonuses and incentives and benefits of every description including, but not limited to, retirement benefits schemes and/or life assurance schemes, and
 - 3.21.2 employees' share schemes (within the meaning of section 743 of the Companies Act 1985) including, but not limited to, profit sharing, share option and share purchase schemes,

to or for the benefit of officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or of any company which is for the time being or has at any time been the Company's holding company or a subsidiary of the Company or another subsidiary of that holding company or of any predecessor in business of any such company or the dependants or relatives of any such persons, and to provide or lend money or provide other financial assistance in accordance with or for the purposes of such arrangements;

- 3.22 to support (whether by direct subscription, the giving of guarantees or otherwise) any charitable, benevolent or educational fund, institution or organisation, or any event or purpose of a public or general nature, the support of which will or may, in the opinion of the board of directors, directly or indirectly benefit, or is calculated so to benefit, the Company or its business or activities or its officers, ex-officers, employees or ex-employees or the business, activities, officers, ex-officers, employees or ex-employees of any company which is for the time being or has at any time been the Company's holding company or a subsidiary of the Company or another subsidiary of that holding company or the officers, ex-officers, employees or ex-employees of any predecessor in business of the Company or any such company as aforesaid;
- 3.23 subject to and in accordance with a due compliance with the provisions of sections 155 to 158 (inclusive) of the Companies Act 1985 (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in section 152(1)(a) of the Companies Act 1985) for any such purpose as is specified in section 151(1) and/or section 151(2) of the Companies Act 1985;
- 3.24 to purchase and maintain, for the benefit of any director (including an alternate director), officer or auditor of the Company or of any company which is the holding company, a subsidiary, or a fellow subsidiary of the Company, insurance against any liability as is referred to in section 310(1) of the Companies Act 1985 and sections 232-237 of the Companies Act 2006 and, subject to the provisions of the Companies Act 1985 and the Companies Act 2006 against any other liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director (including an alternate director), officer or auditor and, subject also to the provisions of the Companies Acts 1985 and 2006, to indemnify any such person out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the lawful execution of the duties of his office or otherwise in relation thereto and, without prejudice to the foregoing, to grant any such indemnity after the occurrence of the event giving rise to any such liability,
- 3.25 to distribute among the members of the Company in kind any property of the Company of whatever nature;
- 3.26 to procure the Company to be registered or recognised in any part of the world,

- 3.27 to do all or any of the things or matters aforesaid in any part of the world and either as principal, agent, contractor or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others;
- 3.28 to do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them;

AND so that:

- (a) none of the objects set out in any of the preceding sub-clauses of this clause 3 shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause 3, or by reference to or inference from the name of the Company;
 - (b) none of the preceding sub-clauses of this clause 3 and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this clause 3 as though each such sub-clause contained the objects of a separate company;
 - (c) the word "company" in this clause 3, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere;
 - (d) in this clause 3 the expressions "holding company" and "subsidiary" shall have the meanings given to them respectively by section 736 of the Companies Act 1985 and the expression "subsidiaries" shall include a subsidiary undertaking as defined by section 1162 of the Companies Act; and
 - (e) any reference in this **clause 3** to any provision of the Companies Act 1985 and 2006 shall be deemed to include a reference to any statutory modification or re-enactment of that provision at the time this clause 3 takes effect.
- 4 The liability of the members is limited
5. The Company's share capital is £3,918,520 10 divided into 62,000 A Ordinary shares of £0.30 each, 124,667 B Ordinary shares of £0.30 each, 80,000 C Ordinary shares of £1.00 each, 4,061 D Ordinary shares of £1.00 each,

3,313,333 E Ordinary shares of £1 00 each and 465,126 F Ordinary shares of £1 00 each¹

¹ Pursuant to an ordinary resolution passed on the 31 July 2009, 100,000 E Ordinary shares of £1 00 each were reclassified as 100,000 F Ordinary shares of £1 00 each and 3,213,333 E Ordinary shares of £1 00 each were subdivided into 32,133,330 E Ordinary shares of £0 10 each

Pursuant to an ordinary resolution passed on 6 October 2009, 330,930 E Ordinary shares of £0 10 each were re-classified and consolidated as 33,093 F Ordinary shares of £1 00 each

I, the person whose name, address, and description is subscribed, wish to be formed into a company in pursuance of this Memorandum of Association and I respectively agree to take the number of shares in the capital of the Company shown opposite my name.

Name, address and description of the Subscriber	Number of shares taken by the Subscriber
David Cassidy 5 Temple Square Temple Street Liverpool L2 5RH	One C Ordinary
Date 11th May 2009	

Company No. 6901909

Articles of Association of Wealth at Work Holdings Limited

Incorporated 11 May 2009

Adopted by written resolution passed on 31 July 2009

Eversheds LLP
Eversheds House
70 Great Bridgewater Street
Manchester
M1 5ES

Tel 0845 497 9797
Fax 0845 497 8888
Int +44 161 831 8000
DX 14344 Manchester
www.eversheds.com

CONTENTS

Article	Page
1 PRELIMINARY	2
2 INTERPRETATION.....	2
3 AUTHORISED SHARE CAPITAL	9
4 E ORDINARY SHARES AND F ORDINARY SHARES	9
5 A ORDINARY SHARES, B ORDINARY SHARES, C ORDINARY SHARES, D ORDINARY SHARES AND DEFERRED SHARES	12
6 SALE OF THE SHARE CAPITAL OF THE COMPANY.....	16
7 VARIATION OF RIGHTS	20
8 ALLOTMENT OF SHARES	22
9 GENERAL	24
10 PERMITTED TRANSFERS..	24
11 VOLUNTARY TRANSFERS	26
12 CHANGE OF CONTROL .	30
13 COMPULSORY TRANSFERS	32
14 VALUATION OF SHARES	34
15 COMPLIANCE	35
16 GENERAL MEETINGS	35
17 NOTICE OF GENERAL MEETINGS	36
18 WRITTEN RESOLUTIONS	36
19 APPOINTMENT AND RETIREMENT OF DIRECTORS...	36
20 REMOVAL OF DIRECTORS .	37
21 INVESTOR DIRECTOR AND CHAIRMAN.....	37
22 ALTERNATE DIRECTORS	39
23 PROCEEDINGS OF DIRECTORS	39
24 DIRECTORS' APPOINTMENTS AND INTERESTS	40
25 AUTHORISATION OF DIRECTORS' CONFLICTS OF INTEREST.....	41
26 THE SEAL.....	42
27 INDEMNITIES FOR DIRECTORS	42
28 BORROWING POWERS	43
29 LIEN	43
30 VALUERS	43
31 DOCUMENTS SENT IN ELECTRONIC FORM OR BY MEANS OF A WEBSITE	43
32 NOTICES	44

*THE COMPANIES ACT 2006
AND
THE COMPANIES ACTS 1985 AND 1989*

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

WEALTH AT WORK HOLDINGS LIMITED

Amended by ordinary resolution on 6 October 2009

1 PRELIMINARY

1.1 The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 in force at the time of adoption of these Articles ("**Table A**") shall apply to the Company, save in so far as they are expressly excluded or varied by these Articles and such regulations (save as so excluded or varied) and these Articles shall be the regulations of the Company

1 2 The regulations of Table A numbered 1, 24, 38, 40, 96, 101 and 118 do not apply to the Company.

2 INTERPRETATION

2 1 In these Articles unless the context otherwise requires each of the following words and expressions shall have the following meanings:

"**acting in concert**" the meaning set out in the City Code on Takeovers and Mergers for the time being

"**Activation Circumstances**" has the meaning given to that term at **Article 5.3.5**

"**A Ordinary Shares**" the A ordinary shares of £0.30 each in the capital of the Company having the rights set out in **Article 5**

"**Auditors**" the auditors to the Company for the time being

"**Bad Leaver**" any Leaver who is not a Good Leaver

"**Board**" the board of directors of the Company from time to time

"**B Ordinary Shares**" the B ordinary shares of £0.30 each in the capital of the Company having the rights set out in **Article 5**

"**Business Day**" any day (other than a Saturday or Sunday) on which banks are open in London for normal

	banking business
"Called Shareholders"	has the meaning given to that term at Article 12.5
"Companies Act 1985"	the Companies Act 1985 (as amended from time to time)
"Companies Act 2006"	the Companies Act 2006 (as amended from time to time)
"conflict of interest"	a direct or indirect conflict of interest as defined in section 175(1) of the Companies Act 2006
"Controlling Interest"	an interest (as defined in section 820 to 825 of the Companies Act 2006) in shares in the Company conferring in aggregate more than 50% of the total voting rights normally exercisable at a general meeting of the Company
"connected person"	the meaning given to that expression in section 993 of the Income Taxes Act 2007 and "connected with" shall be construed accordingly
"C Ordinary Shares"	the C ordinary shares of £1.00 each in the capital of the Company having the rights set out in Article 5
"C Share Pool"	13,636 C Ordinary Shares forming part of the authorised but unissued capital of the Company at the date of adoption of these Articles
"Deemed Transfer Notice"	has the meaning given to that term at Article 13.2
"Deferred Shares"	the deferred shares arising upon the conversion of any Shares pursuant to Article 6 and having the rights set out in Article 5
"D Ordinary Shares"	the D ordinary shares of £1.00 each in the capital of the Company having the rights set out in Article 5
"Drag Along Notice"	has the meaning given to that term at Article 12.5
"Drag Along Option"	has the meaning given to that term at Article 12.5
"Employee Trust"	any trust established by the Company for the benefit of employees and/or any of the persons referred to in section 743 Companies Act 1985 and which has been approved by the Investor Majority
"electronic address"	any address or number used for the purposes of sending or receiving documents or information by

	electronic means
"electronic form" and "electronic means"	have the meaning given in section 1168 of the Companies Act 2006
"E Ordinary Shares"	the 8% non-cumulative redeemable E ordinary shares of £0.10 each in the capital of the Company having the rights set out in Article 4
"Exit Event"	a Sale or Listing
"Fair Value"	for the purposes of these Articles means as agreed between the Board (with Investor Consent) and the Seller or, in the absence of agreement within 15 Business Days of the Transfer Event, by the Valuers in accordance with Article 14 .
"Financial Year"	an accounting period in respect of which the Company prepares its accounts in accordance with the relevant provisions of the Companies Act 2006
"FSA"	the Financial Services Authority in the United Kingdom or any successor regulator
"FSA Authorisation"	such authorisation as the Company or any member of the Group may from time to time require in order to enable it to continue to carry on its trade in the scope and manner in which it may be carried on from time to time
"FSA Rules"	the FSA Handbook of Rules and Guidance and any other rules and regulations made by the FSA as in each case applicable to the business of the Group from time to time
"FSMA"	the Financial Services and Markets Act 2000 (as amended from time to time)
"Fixed Dividend"	the dividend referred to in Article 4.1.1
"F Ordinary Shares"	the 8% non-cumulative redeemable F ordinary shares of £1.00 each in the capital of the Company having the rights set out in Article 4
"Founder Shareholder"	means each of David Cassidy, Jonathan Watts-Lay and Graham Beschizza save where, for the purposes of Article 11 any of them is the Seller in which case they shall not constitute a Founder Shareholder
"Good Leaver"	a person who is a Leaver as a result of: <ul style="list-style-type: none"> (a) death; or (b) retirement at 65 years of age or more, or

	(c) Serious Ill Health; or
	(d) the Board with Investor Consent determine such person is a Good Leaver
"Group"	the Company and its subsidiary undertakings from time to time and references to "member of the Group" and "Group Company" is to be construed accordingly
"hard copy form"	has the meaning given in section 1168 Companies Act 2006
"holder"	in respect of any share in the capital of the Company, the person or persons for the time being registered by the Company as the holder of that share
"Investment Agreement"	the investment agreement dated on or about the date of adoption of these Articles and made between (1) the Company, (2) David Cassidy and Others and (3) the Investors as may be supplemented, varied or amended or replaced from time to time
"Investment Date"	the date of completion of the Investment Agreement
"Investor Associate"	means members of an Investor Group and any company or fund (including any unit trust or investment trust) or partnership (including a limited partnership) which is advised, or the assets of which are managed, (whether solely or jointly with others) from time to time by any Investor or any member of its Investor Group or the Lead Investor or by any person who advises or manages the assets (or some material part thereof) of that Investor or any member of its Investor Group
"Investor Consent"	the consent in writing of the Lead Investor
"Investor Covenant"	the deed of covenant relating to the financial performance of the Company entered into on the Investment Date by the Company in favour of the Investors as may be supplemented varied, amended or replaced from time to time
"Investor Director"	a director appointed pursuant to Article 21
"Investor Group"	in relation to each Investor. (a) the Investor or any subsidiary or holding company of the Investor or subsidiary of a holding company of the Investor (each a "Relevant Person"); or

- (b) any partnership (or the partners in any such partnership) of which any Relevant Person is general partner, manager, consultant or adviser, or
- (c) any unit trust or other fund of which any Relevant Person is trustee, manager, consultant or adviser, or
- (d) any unit trust, partnership or other fund, the managers of which are advised by any Relevant Person; or
- (e) any nominee or trustee of any Relevant Person, or
- (f) any person or firm, authority or organisation (whether or not incorporated) which is the successor in title to, or in whom is vested, or by whom responsibility is assumed for the whole or a substantial part of the functions, assets and liabilities of a Relevant Person including any person who becomes a manager or adviser of an Investor in place of or in addition to such Investor; or
- (g) any co-investment scheme, being a scheme under which certain officers, employees or partners of a Relevant Person or its adviser or manager are entitled or required (as individuals or through a body corporate or any other vehicle) to acquire shares which the Relevant Person would otherwise acquire or has acquired

"Investor Majority"

the holders of more than 75% of the A Ordinary Shares for the time being (whether through nominees or otherwise)

"Investors"

the "Investors" as defined in the Investment Agreement (including any additional or replacement "Investor" who is joined as an "Investor" in a deed of adherence executed in accordance with the Investment Agreement)

"Investor Sellers"

has the meaning given to that term in **Article 12.5**

"Issue Price"

in respect of a share in the capital of the Company, the aggregate of the amount paid up (or credited as paid up) in respect of the nominal value and any share premium

"Joint Election"

a joint election under section 431 of the Income Tax (Earnings and Pensions) Act 2003 in a form

	approved by the Investors, such approval being evidenced by the delivery of Investor Consent
"Lead Investor"	Lloyds TSB Development Capital Limited registered number 1107542 of One Vine Street, London W1J 0AH
"Lead Investor Notice"	has the meaning given to that term in Article 5.3.9
"Leaver"	a holder who is an individual and who is or was previously a director or employee of a member of the Group ceasing to hold such office or employment and as a consequence no longer being a director or employee of any member of the Group unless the Investor Majority notify the Company within twelve months of the matter coming to its attention that such event is not a Transfer Event in relation to that holder for the purposes of Article 13.1
"Listing"	the admission by the Financial Services Authority in its capacity as the UK Listing Authority of any part of the share capital of the Company to the Official List of London Stock Exchange plc or the admission by London Stock Exchange plc of any part of the share capital of the Company to trading on the Alternative Investment Market of London Stock Exchange plc or the admission by any recognised investment exchange of any part of the share capital of the Company, and, in each case, such admission becoming effective
"Managers"	the "Managers" as defined in the Investment Agreement (including any additional or replacement "Manager" who is joined as a "Manager" in a deed of adherence executed in accordance with the Investment Agreement)
"Midco"	Blue (MidCo) Limited (registered number 6892101)
"recognised investment exchange"	has the meaning given to the expression in section 285(1) FSMA
"Regulatory Funding Requirement"	the Company, being required in order to maintain FSA Authorisation pursuant to the FSA Rules, to raise additional capital at any time after the adoption of these Articles in order to satisfy its regulatory capital requirements pursuant to the FSA Rules
"Relevant Conditions"	has the meaning given to that term at Article 7.4
"Remuneration Committee"	means the remuneration committee of the Company constituted in accordance with the terms

of the Investment Agreement

"Sale"	the transfer (other than a transfer permitted under Articles 10.1 , 10.2.1 and 10.2.2) of any interest in shares to any person (whether by one transaction or by a series of transactions) resulting in that person alone or together with persons acting in concert with such person having the right to exercise a Controlling Interest
"Sale Price"	has the meaning given to that term at Article 13.3.2 .
"Seller"	a holder of shares who wishes, or is required, to transfer shares or any beneficial interest therein to a person to whom Article 10 does not apply
"Serious Ill Health"	for the purpose of these Articles means an illness or disability certified by a general medical practitioner (nominated or approved by the Investor Majority) as rendering the departing employee permanently incapable of carrying out his role as an employee save where such incapacity has arisen as a result of the abuse of drugs or alcohol
"Shares"	the A Ordinary Shares, the B Ordinary Shares, the C Ordinary Shares and the D Ordinary Shares
"the Statutes"	the Companies Act as defined in section 2 of the Companies Act 2006 and every other statute, order, regulation, instrument or other subordinate legislation for the time being in force relating to companies and affecting the Company
"Target"	JPMorgan Invest (UK) Limited (registered number 5225819)
"Transfer Event"	has the meaning given to that term at Article 13
"Transfer Price"	in relation to a Transfer Notice given under a voluntary transfer pursuant to Article 11 , the Transfer Price (as stated in the Transfer Notice), or in the case of a Deemed Transfer Notice as determined in accordance with Article 13.4
"Valuers"	the Auditors or in the event that the Auditors decline to accept an instruction to provide a valuation a firm of independent chartered accountants selected by the Company with Investor Consent
"Venture Capitalist"	means any person or firm or partnership whose business comprises to a material extent the holding for investment purposes of unlisted securities in United Kingdom private companies and includes any nominee, custodian or manager

used by any such person, firm or partnership to hold such investments

"Warehouse"

any or all of the Company, an Employee Trust or employees or prospective employees of any Group Company in such numbers and proportions of shares as the Remuneration Committee may determine with Investor Consent

"Winding Up"

the making of an order for the liquidation (whether solvent or insolvent) of the Company

"in writing"

hard copy form or, to the extent agreed by the recipient (or deemed to be agreed by virtue of a provision of the Statutes), electronic form or website communication

Words and expressions defined in or having a meaning provided by the Statutes (but excluding any statutory modification not in force on the date of adoption of these Articles) or the Investment Agreement will, unless the context otherwise requires, have the same meanings when used in these Articles. Regulation 1 of Table A shall not apply to the Company.

References to any statute or statutory provision include, unless the context otherwise requires, a reference to that statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time and any subordinate legislation made under the relevant statute or statutory provision.

Where the word **"address"** appears in these Articles it is deemed to include` postal address and, where applicable, electronic address.

SHARE RIGHTS

3. AUTHORISED SHARE CAPITAL

The authorised share capital of the Company at the date of adoption of these Articles is £1,036,520 divided into 62,000 A Ordinary Shares of £0.30 each, 124,667 B Ordinary Shares of £0 30 each, 80,000 C Ordinary Shares of £1 00 each, 4,061 D Ordinary Shares of £1.00 each, 31,802,400 E Ordinary Shares of £0 10 each, and 598,219 F Ordinary Shares of £1.00 each

4. E ORDINARY SHARES AND F ORDINARY SHARES

4.1 Dividends

4.1.1 The Company shall if the Board so directs and upon the passing of a resolution of the Company in general meeting but before application of any profits to reserve or for any other purpose, pay in respect of each E Ordinary Share, a fixed non-cumulative preferential dividend at the annual rate of 8% of the Issue Price per share ("**Fixed E Dividend**") which shall be paid on 31 March in each year to the person registered as the holder of such E Ordinary Share at that date in the manner specified in **Article 4.1.2** and which shall be calculated in respect of the period to such date on a daily basis assuming a 365 day year. The first payment shall be made on 31 March 2010 for the period from the date of the payment in full of the subscription price payable upon an E Ordinary Share to and including such date.

- 4.1.2 Any Fixed E Dividend shall be satisfied by the allotment by the Company of additional E Ordinary Shares ("**New E Ordinary Shares**") which are credited as fully paid up. The number of New E Ordinary Shares to which a holder of E Ordinary Shares shall be entitled pursuant to **Article 4.1.1** shall be such number of New E Ordinary Shares the nominal value of which is equal to the amount of the Fixed E Dividend payable to that holder of E Ordinary Shares in respect of the period to which such dividend relates. Fractional entitlements to E Ordinary Shares will be rounded down to the nearest whole number of E Ordinary Shares. The Board shall capitalise a sum equal to the aggregate nominal value of the New E Ordinary Shares to be allotted. The sum to be capitalised to be taken from the Company's profits available for distribution only. The capitalised sum shall be used to treat the New E Ordinary Shares as credited as paid up in full at £1.00 per New E Ordinary Share and the New E Ordinary Shares will be allotted and distributed to the holders of the E Ordinary Shares on the basis set out in this **Article 4.1.2**.
- 4.1.3 Any New E Ordinary Shares will, at the time they are issued, rank equally in all respects with the existing issued fully paid E Ordinary Shares except that they will not be entitled to share in the dividend in relation to which the relevant allotment of New E Ordinary Shares was made.
- 4.1.4 Subject to payment of the Fixed E Dividend pursuant to **Article 4.1.2**, the Company shall, if the Board so directs and upon the passing of a resolution of the Company in general meeting but before application of any profits to reserve or for any other purpose, pay in respect of each F Ordinary Share, a fixed non-cumulative preferential dividend at the annual rate of 8% of the Issue Price per share ("**Fixed F Dividend**") which shall be paid on 31 March in each year to the person registered as the holder of such F Ordinary Share at that date in the manner specified in **Article 4.1.5** and which shall be calculated in respect of the period to such date on a daily basis assuming a 365 day year. The first payment shall be made on 31 March 2010 for the period from the date of the payment in full of the subscription price payable upon an F Ordinary Share to and including such date.
- 4.1.5 Any Fixed F Dividend shall be satisfied by the allotment by the Company of additional F Ordinary Shares ("**New F Ordinary Shares**") which are credited as fully paid up. The number of New F Ordinary Shares to which a holder of F Ordinary Shares shall be entitled pursuant to **Article 4.1.4** shall be such number of New F Ordinary Shares the nominal value of which is equal to the amount of the Fixed F Dividend payable to that holder of F Ordinary Shares in respect of the period to which such dividend relates. Fractional entitlements to F Ordinary Shares will be rounded down to the nearest whole number of F Ordinary Shares. The Board shall capitalise a sum equal to the aggregate nominal value of the New F Ordinary Shares to be allotted. The sum to be capitalised to be taken from the Company's profits available for distribution only. The capitalised sum shall be used to treat the New F Ordinary Shares as credited as paid up in full at £1.00 per New F Ordinary Share and the New F Ordinary Shares will be allotted and distributed to the holders of the F Ordinary Shares on the basis set out in this **Article 4.1.5**.

- 4.1.6 Any New F Ordinary Shares will, at the time they are issued, rank equally in all respects with the existing issued fully paid F Ordinary Shares except that they will not be entitled to share in the dividend in relation to which the relevant allotment of New F Ordinary Shares was made
- 4.1.7 Where the Company is precluded by the Statutes or otherwise by law from paying in full any Fixed E Dividend or Fixed F Dividend on any date specified in this **Article 4**, then in respect of any such dividend which would otherwise require to be paid pursuant to these Articles on that date and subject always to **Article 4.1.8**:
- 4.1.7.1 the Company shall pay, on that date, to the holders of the E Ordinary Shares or F Ordinary Shares (as the case may be) on account of the Fixed E Dividend and Fixed F Dividend the maximum sum (if any) which can then, consistent with the Statutes, be paid by the Company, and
- 4.1.7.2 as soon as the Company is no longer precluded from doing so, the Company shall in respect of the E Ordinary Shares and/or the F Ordinary Shares (as the case may be) pay on account of the balance of Fixed E Dividend or Fixed F Dividend for the time being remaining outstanding, and until all arrears, accruals and deficiencies of the Fixed E Dividend and Fixed F Dividend, which can, consistent with the Statutes, properly be paid by the Company at that time
- 4.1.8 No Fixed F Dividend shall be paid until all arrears, accruals and deficiencies of the Fixed E Dividend have been paid in full.
- 4.1.9 The E Ordinary Shares and the F Ordinary Shares shall carry no further right to income or dividends.

4.2 **Capital**

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

- 4.2.1 in paying to each holder of E Ordinary Shares all unpaid accruals of Fixed E Dividend on the E Ordinary Shares held by him calculated down to and including the date the return of capital is made and, subject thereto;
- 4.2.2 an amount equal to the Issue Price of each E Ordinary Share held by him;
- 4.2.3 in paying to each holder of F Ordinary Shares all unpaid accruals of Fixed F Dividend on the F Ordinary Shares held by him calculated down to and including the date the return of capital is made and, subject thereto;
- 4.2.4 an amount equal to the Issue Price of each F Ordinary Share held by him; and
- 4.2.5 thereafter in accordance with **Article 5.2**.

4.3 **Voting**

The holders of the E Ordinary Shares and of the F Ordinary Shares shall not be entitled to receive notice of or to attend and speak or vote at any general meeting of the Company in respect of their holding of E Ordinary Shares or F Ordinary Shares.

4.4 **Redemption**

4.4.1 Subject to the provisions of the Statutes and **Article 4.4.5** the Company may with prior Investor Consent redeem all or some of the E or F Ordinary Shares upon the occurrence of a Winding Up

4.4.2 On the dates fixed for any redemption the Company shall pay to each registered holder of E and F Ordinary Shares the amount payable for the E and F Ordinary Shares to be redeemed and upon receipt of that amount each holder shall surrender to the Company the certificate for the shares to be redeemed. If any certificate surrendered is for more E and F Ordinary Shares than are to be redeemed at that time the Company shall issue a new certificate for the balance of the shares not redeemed to the holder free of charge.

4 4 3 The Company shall pay on each of the E or F Ordinary Shares so redeemed an amount equal to the Issue Price together with any arrears and accruals of the Fixed E Dividend or Fixed F Dividend (as the case may be) calculated down to and including the date of redemption and satisfied in the manner stated at **Articles 4.1.2** and **4.1.5** in the absence of any direction to the contrary by the holder of the relevant E or F Ordinary Share any New E or F Ordinary Shares issued on redemption of such share shall relate first to such arrears and accruals of Fixed E or F Dividend (as the case may be).

4 4 4 Where the Company is precluded by the Statutes or otherwise by law from redeeming any E or F Ordinary Share on the due date for redemption specified in **Article 4.4.1**, then subject always to **Article 4.4.5**.

4.4.4 1 the Company shall redeem, on that date, as many of the E or F Ordinary Shares (as the case may be) which can then, consistently with the Statutes be redeemed by the Company; and

4.4.4.2 as soon as the Company is no longer precluded from doing so, the Company shall in respect of the E or F Ordinary Shares not redeemed, redeem the maximum number of E or F Ordinary Shares which can, consistently with the Statutes properly be paid by the Company at that time

4.4.5 No F Ordinary Shares shall be redeemed until all E Ordinary shares have been redeemed unless otherwise agreed by the holders of 75% or more of the E Ordinary Shares in issue.

5 **A ORDINARY SHARES, B ORDINARY SHARES, C ORDINARY SHARES, D ORDINARY SHARES AND DEFERRED SHARES**

The rights attached to the A, B, C and D Ordinary Shares and the Deferred Shares are as follows:

5.1 Dividends

- 5.1.1 Subject to payment of the Fixed E and the Fixed F Dividend any remaining profits which the Company determines to distribute shall subject to Investor Consent be distributed amongst the holders of the A, B, C and D Ordinary Shares then in issue *pari passu* according to the number of such Shares held by them respectively as if they constituted one class.
- 5.1.2 The holders of the Deferred Shares shall not be entitled to receive any dividends or other distributions by the Company by virtue of their holding of Deferred Shares

5.2 Capital

On a return of capital on liquidation or capital reduction or otherwise, the surplus assets of the Company remaining after the payment of its liabilities shall be paid into a designated trustee account and be applied subject to the payment of all amounts payable to the holders of the E and F Ordinary Shares pursuant to **Articles 4.2.1 to 4.2.4** (inclusive) as follows after any conversion of Shares into Deferred Shares in accordance with **Article 6.3** as if such return of capital on liquidation or capital reduction or otherwise were a Sale to which the provisions of **Article 6** applied

- 5.2.1 in paying to each holder of A, B, C and D Ordinary Shares any dividends thereon which have been declared but are unpaid,
- 5.2.2 in paying to each holder of A, B, C and D Ordinary Shares and Deferred Shares an amount equal to the Issue Price of each A, B, C or D Ordinary Shares or Deferred Share held by him,
- 5.2.3 thereafter, in distributing the balance of such assets amongst the holders of the Shares (*pari passu* as if they constituted one class of share) in proportion to the numbers of the Shares held by them respectively

No distribution pursuant to this **Article 5.2** will be made until the provisions of **Article 6.3 to 6.5** have been applied, and any reference to Sale therein shall to the extent possible be construed as reference to a return of capital on liquidation or capital reduction

5.3 Voting

- 5.3.1 Subject to **Articles 5.3.4 to 5.3.7** (inclusive) the holders of the A, C and D Ordinary Shares shall be entitled to receive notice of and to attend and speak at any general meetings of the Company and each holder of A, C or D Ordinary Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by duly authorised representative or by proxy shall, on a show of hands, have one vote, and, on a poll, have one vote each for every A, C or D Ordinary Shares of which he is the holder.
- 5.3.2 Each holder of A, C or D Ordinary Shares shall be entitled to appoint more than one proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Company provided that each proxy is appointed to exercise the rights attached to a different share or shares held by the holder of A, C or D Ordinary Shares.

- 5.3.3 If more than one proxy is appointed in respect of a different share or shares by a holder of A, C or D Ordinary Shares in accordance with **Article 5.3.2** but the document appointing the proxies does not specify to which share or shares the appointment relates, then the person whose name appears before the name or names of the other proxy or proxies in the document appointing the proxies shall be the only proxy for such A, C or D Ordinary Shareholder entitled to attend and vote at any general meeting of the Company.
- 5.3.4 The provisions of **Article 5.3.5** shall apply if:
- 5.3.4.1 there is a Regulatory Funding Requirement; or
 - 5.3.4.2 the Company is in breach of any of the financial covenants under any banking facility documents or is otherwise in breach of any of such documents including any event of default (as such term may be defined in any such facility documents); or
 - 5.3.4.3 there is a persistent or material breach of the provisions of these Articles or the Investment Agreement by the Company, or the Managers (or any of them); or
 - 5.3.4.4 the Company is in breach of the Investor Covenant, or
 - 5.3.4.5 a Manager has, within 14 days of the despatch by the Lead Investor of a request in writing that he comply with paragraph 7 of Schedule 8 of the Investment Agreement and he has failed to do so such that the requisite resolution cannot be passed, or
 - 5.3.4.6 a Fixed E Dividend or Fixed F Dividend has become payable and a resolution to enable the allotment of New E Ordinary Shares or New F Ordinary Shares has not been passed within 28 days of a request by the holders of 75% or more of the E Ordinary Shares to the Company that such resolution be passed, such holders of E Ordinary Shares having irrevocably undertaken to all other holders of Shares to vote in favour of such resolution.
- 5.3.5 At any time 5 Business Days after any of the circumstances stated at **Article 5.3.4** having occurred, the holders of the A Ordinary Shares as a class on a poll shall be entitled to exercise three times the total number of votes attached to all shares of any other class on any resolution at any general meeting of the Company, and new shares in the Company may be issued, ranking ahead of or *pari passu* with the A, B, C and D Ordinary Shares without the consent of the holders of the C or D Ordinary Shares and such circumstances shall constitute "Activation Circumstances".
- 5.3.6 The provisions of **Article 5.3.5** shall
- 5.3.6.1 in the case of the circumstances at **Article 5.3.4.1** existing, continue to apply until the Company no longer has a Regulatory Funding Requirement; and

5.3.6 2 in the case of the circumstances at **Articles 5.3.4.2 to 5.3.4.6** (inclusive) existing, continue to apply for so long as such breach or failure subsists and has not been rectified to the satisfaction of the Investor Majority.

5.3.7 For the avoidance of doubt, in the event of the occurrence of an Activation Circumstance, the provisions in **Article 5.3.4** shall enable the holders of any A Ordinary Shares in issue from time to time:

5.3.7.1 to pass written resolutions of the Company pursuant to section 288 of the Companies Act 2006; and

5.3.7 2 to consent to the holding of a general meeting of the Company on short notice pursuant to section 307(4) of the Companies Act 2006,

in either case, on the basis that all such holders would constitute the only holders who would be entitled to attend and vote at a general meeting of the Company.

5 3 8 The provisions of **Article 5.3.9** shall apply:

5.3 8 1 if, at any time without Investor Consent, any holder (other than an Investor) or any former holder has transferred shares in breach of the provisions of these Articles;

5.3.8.2 if, at any time without Investor Consent, any holder (other than an Investor) is in breach of the provisions of these Articles and/or the Investment Agreement or any former holder (if still bound by the Investment Agreement) is in breach of the provisions of the Investment Agreement,

5 3 8 3 if any holder of C or D Ordinary Shares becomes a Leaver, and

5.3.8.4 if a Transfer Notice is served pursuant to **Article 11** in respect of any C or D Ordinary Shares

5 3 9 If any of the circumstances stated at **Article 5.3.8** have occurred

5 3 9 1 the Shares which such holder holds or to which he is entitled, and

5.3.9.2 any Shares formerly held by such holder which have been transferred either in breach of the provisions of these Articles or in accordance with **Article 10** (Permitted Transfers)

shall in the event that the Lead Investor has served written notice upon the Company to this effect, (a "**Lead Investor Notice**") cease to entitle the holder thereof (or any proxy) to receive notice of or to attend and vote (whether on a show of hands or on a poll) at any general meeting or at any separate class meeting of the Company or to be entitled to receive any further Shares issued by way of rights issue (or otherwise) from the date of any breach referred to at **Articles 5.3.8.1 and 5.3.8.2**, the date a Leaver becomes a Leaver in accordance with **Article 13.5** or the date upon which a Transfer Notice

is served pursuant to **Article 11** (as the case may be) A Lead Investor Notice may not be served earlier than 7 days following any of the circumstances at **Article 5.3.8** having occurred.

5.3.10 The provisions of **Article 5.3.9** shall continue to apply following the service of a Lead Investor Notice:

5.3.10.1 in the case of **Articles 5.3.8.1** or **5.3.8.2** applying, for so long as such breach subsists;

5.3.10.2 in the case of **Articles 5.3.8.3** or **5.3.8.4** applying, until such time as the relevant C or D Ordinary Shares have been transferred pursuant to the provisions of **Articles 11** and/or **13** (as the case may be), and

5.3.10.3 notwithstanding any other provisions in these Articles, if any holder of C or D Ordinary Shares retains any C or D Ordinary Shares after the operation in full of the provisions of **Articles 11** and **13** whilst such holder (or any person who has acquired such Shares under a permitted transfer (directly or indirectly) under **Article 10.2**) continues to hold such Shares

5.3.11 The holders of the B Ordinary Shares and the Deferred Shares shall not be entitled to receive notice of or to attend and speak or vote at any general meeting of the Company in respect of their holding of B Ordinary Shares or Deferred Shares

6 **SALE OF THE SHARE CAPITAL OF THE COMPANY**

6.1 In this **Article 6** the following terms shall have the following meanings:

"Conversion Date" has the meaning given to that term at **Article 6.3**

"Investors' Proportion" the amount of the Total Shareholder Proceeds payable in cash to the holders of the A and B Ordinary Shares (and any Deferred Shares arising upon conversion of any A or B Ordinary Shares) after the application of the provisions of this **Article 6**

"Listing Shares" means the issued equity share capital of the Company (excluding any equity share capital to be subscribed and issued on such Listing other than new shares to be paid up by way of capitalisation of reserves or arising from any sub-division consolidation or conversion of shares)

"Required Return" means an Investors' Proportion equal to £10,342,502

"Surplus" in the event that all sums payable upon a redemption of the E and F Ordinary Shares pursuant to **Article 4.4** have been paid, the Total Shareholder Proceeds or, in the event

that the Company's obligations pursuant to **Article 4.4** have not been fulfilled, the balance of the Total Shareholder Proceeds after payment to the holders of the E and F Ordinary Shares of all sums payable to them upon a redemption of the E and F Ordinary Shares pursuant to **Article 4.4**

"Total Shareholder Proceeds" means the value of the issued Shares (which shall include shares deriving therefrom since their date of issue, including shares deriving therefrom following any capital reorganisation effected prior to any Sale or Listing but which shall not, for the avoidance of doubt include the value of any E or F Ordinary Shares) calculated as follows and on the basis that the relevant Sale or Listing has been effected in accordance with its terms:

- (a) in the event of a Listing, the market value of the Listing Shares determined by reference to the price per share at which such shares are to be offered for sale, placed or otherwise marketed pursuant to the arrangements relating to the Listing, all as determined by the merchant bank or, if none, the broker appointed by the Board to advise in connection with the Listing;
- (b) in the event of a Sale:
 - (i) if the shares of the Company are to be sold by private treaty (as distinct from a public offer) and the consideration is a fixed cash sum payable in full on completion of the Sale, the total amount of such cash sum;
 - (ii) if a written offer has been made for a cash consideration or, if the Sale is pursuant to any other public cash offer or public offer accompanied by a cash alternative, the total cash consideration or cash alternative price for all the shares of the Company for which the offer is made,
 - (iii) if the Sale is by private treaty or public offer and the consideration is the issue of securities (not accompanied by a cash alternative):
 - (a) if the securities will rank pari passu with a class of securities already admitted to trading on a recognised investment exchange (in the case of a sale by private treaty)

the value attributed to such consideration in the related sale agreement setting out the terms of such sale or, (in the case of a Sale following a public offer or failing any such attribution in the sale agreement) by reference to the value of such consideration determined by reference to the average middle market quotation of such securities over the period of 5 Business Days ending 3 days prior to the day on which the Sale is completed; or

- (b) if the securities are not of such a class, the value of the relevant consideration as agreed between an Investor Majority and the holders of a majority of the C Ordinary Shares (as if one class) or, in the absence of such agreement prior to the Sale, such value as is reported on by the Independent Accountants, in a report obtained for the purpose and addressed to the holders of the A, B, C and D Ordinary Shares (as if one class) (the cost of such report to be borne by the holders of the A, B, C and D Ordinary Shares in proportion to the share of the proceeds of any Sale which they receive), or
- (c) to the extent that the Sale includes an element of deferred consideration which is not contingent and/or unquantified, the value of such element of consideration shall be taken into account in determining Total Shareholder Proceeds, or
- (d) to the extent that the Sale includes an element of consideration which is contingent and/or unquantified then no value shall be ascribed thereto in determining Total Shareholder Proceeds,
- (e) if and to the extent that (iii) (a) to (iii) (d) above are not applicable, the value of the relevant consideration as agreed between an Investor Majority and the holders of a majority of the C Ordinary Shares (as if one class) or, in the absence of such agreement prior to the Sale, such value as is reported on by the Independent Accountants, in a report obtained for the purpose and

addressed to the holders of the A, B, C and D Ordinary Shares (the cost of such report to be borne by the holders of the A, B, C and D Ordinary Shares in proportion to the share of the proceeds of any Sale which they receive)

- 6.2 Upon completion of a Sale (and on the basis that the Company shall have fulfilled its obligations to redeem the E and F Ordinary Shares pursuant to **Article 4.4**), and following any conversion pursuant to **Article 6.3** (and notwithstanding anything to the contrary in the terms and conditions governing such Sale) the selling holders (immediately prior to such Sale) shall procure that the Total Shareholder Proceeds (whenever received) shall be paid into a designated trustee account and shall be distributed amongst the holders of the Shares the subject of the Sale as if one class, pro rata to the number of Shares held by them. No distribution will be made until the provisions of **Articles 6.3** to **6.6** have been applied.
- 6.3 A number of the Shares held by any holder and which are the subject of the Sale determined in accordance with **Articles 6.5** and **6.6** shall, immediately prior to but conditional upon completion of a Sale, automatically convert into the same number of Deferred Shares without any resolution of the directors or shareholders of the Company (the date of such conversion being the "**Conversion Date**") To the extent required to do so, the Company and all holders of Shares shall do all acts necessary (to the extent lawfully able) to procure the conversion. The number of Shares to convert shall be calculated in accordance with **Article 6.5**
- 6.4 Each holder of Shares which are to convert pursuant to **Article 6.3** shall deliver the certificate(s) for those Shares (or an indemnity in a form reasonably satisfactory to the Company in respect of any missing share certificate) to the Company on or before the Conversion Date. On the Conversion Date the Company shall issue to the persons entitled thereto certificates for the Deferred Shares arising on conversion. The Deferred Shares arising on conversion shall rank pari passu in all respects with the issued Deferred Shares.
- 6.5 The number of Shares which shall convert into Deferred Shares pursuant to **Article 6.3** shall be such number as will result in the different classes of Shares the subject of the Sale following such conversion comprising the percentage of the issued Shares which would, upon a distribution of the Total Shareholder Proceeds amongst the holders of the Shares in accordance with **Article 6.2** return to the holders of the Shares in respect of their holding of Shares the subject of the Sale that proportion of the Total Shareholder Proceeds which they would have received if the Total Shareholder Proceeds had been allocated as follows:

Amount of Surplus (£)	Proportion allocated to holders of A Ordinary Shares as one class (%)	Proportion allocated to holders of B Ordinary Shares as one class (%)	Proportion allocated to holders of C Ordinary Shares as one class (%)	Proportion allocated to holders of D Ordinary Shares as one class (%)
A	22 90	46 05	29 55	1 5

B	16 36	32 89	49 25	1 5
---	-------	-------	-------	-----

where A is such amount of the Surplus as results in the holders of the A and B Ordinary Shares as if one class receiving equal to or less than the Required Return;

where B is that part of the Surplus which exceeds A

Examples of the operation of the provisions of **Articles 6.2 to 6.6** appears at the Appendix to these Articles.

- 6.6 Any conversion of Shares shall be on a pro rata basis amongst the holders of that class such that following any conversion, each holder shall hold as a proportion of the class of Shares held by him prior to the conversion, such number of Shares as is equal to the proportion of that class of Shares which that holder held prior to the conversion
- 6.7 The provisions of **Articles 6.2 to 6.6** shall not apply on or after a Listing.
- 6.8 In the case of a Sale the consideration for which is not payable in cash or which is payable in a combination of cash and any other form of consideration, such consideration shall be allocated amongst the members in order to ensure that the Total Shareholder Proceeds are allocated between the members in the same proportions as the provisions of **Articles 6.2 to 6.6** provide
- 6.9 Immediately prior to and conditionally upon the first Listing to occur, the holders shall enter into such reorganisation of the share capital of the Company as they may agree or, in default, as the Valuers (in accordance with the principles stated at **Article 30**) may reasonably specify, to ensure that the Total Shareholder Proceeds are or would be reallocated between the members in the same proportions as the provisions of **Articles 6.2 to 6.6** would provide on a Sale in an amount equal to the Total Shareholder Proceeds

7. **VARIATION OF RIGHTS**

- 7.1 Subject to **Article 5.3.5** whenever the share capital of the Company is divided into different classes of share, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) either (i) with the consent in writing of the holders of more than three-fourths of the issued shares of that class, or (ii) with the sanction of a special resolution passed at a separate general meeting of the holders of that class. PROVIDED THAT if the Relevant Conditions are satisfied, any special rights attaching to the Shares may be varied, amended or replaced by an ordinary resolution in general meeting by the written consent of holders holding more than 50 per cent. of the Shares taken together as if one class of share. To every such separate general meeting all the provisions of these Articles relating to general meetings of the Company (and to the proceedings at such general meetings) shall apply.
- 7.2 The rights conferred upon the holders of the A and B Ordinary Shares shall be deemed to be varied by the following
- 7.2.1 any variation in the authorised or issued share capital of the Company or any Group Company or the creation or the granting of any options or other rights to subscribe for, or convert into, shares of the Company

- or any Group Company or the variation of the rights attaching to such shares;
- 7 2 2 the reduction of the Company's share capital, share premium account, capital redemption reserve or any other reserve or of any uncalled liability in respect of partly paid shares or the purchase by the Company of any of its own shares;
- 7.2.3 the amendment of any provisions of the memorandum of association or Articles of association of the Company or any Group Company,
- 7 2 4 the capitalisation of any undistributed profits (whether or not the same are available for distribution and including profits standing to the credit of the reserve) or any sums standing to the credit of the share premium account or capital redemption reserve fund of the Company;
- 7 2 5 the taking of any steps to wind up the Company or any other Group Company;
- 7 2 6 any disposal of the whole or substantially the whole of the business of the Company or any Group Company or any of the shares in any Group Company,
- 7 2 7 the declaration, making or payment of any dividend or other distribution to the holders of the shares other than as expressly permitted under the Articles,
- 7.2.8 any change in the accounting reference date of the Company,
- 7.2.9 the appointment or removal of auditors to the Company (other than reappointment of an existing auditor),
- 7.2.10 the appointment or removal of any director or chairman of the Company,
- 7.2.11 the acquisition of any interest in any share in the capital of any company by any Group Company,
- 7.2.12 the establishment of any employee share option scheme,
- 7.2.13 the calling of a meeting of the Company to effect or approve any matter which would by virtue of this Article be a variation of the class rights of the A or B Ordinary Shares,
- 7 2 14 the creation by any Group Company of any mortgage, charge, pledge, lien, encumbrance or other security interest (excluding an interest arising by operation of law in the ordinary course of business or as required by the Company's banking documents); or
- 7.2.15 any Listing
- 7.3 None of the following events shall constitute a variation or abrogation of the rights attaching to any class of shares other than the rights of the holders of the A and B Ordinary Shares:
 - 7.3.1 the allotment of any shares which will rank *pari passu* in all respects with any existing class of shares,

- 7 3 2 an offer to the holders of any class of shares of the right to receive new shares of that class, credited as fully paid, instead of the whole or any part of a cash dividend specified by the Board,
- 7.3.3 any amendment to these Articles where authorised by special resolution of the Company.
- 7.4 For the purposes of this Article 7, the Relevant Conditions are as follows
 - 7 4 1 any of the matters set out in **Article 5.3.4** have occurred or subsist, in accordance with their terms, and
 - 7 4.2 the proposed variation, amendment or replacement of the special rights attaching to the Shares (taking into account any proposed variation, amendment or replacement of the special rights attached to any of the Share) is not discriminatory as between the A Ordinary Shares the B Ordinary Shares, the C Ordinary Shares and the D Ordinary Shares
- 8. **ALLOTMENT OF SHARES**
 - 8.1 The directors shall not without the authority of the Company in general meeting and any consent required under **Article 7.2.1** allot any shares unless notice in writing is given to each holder specifying:
 - 8 1 1 the number and classes of shares which are proposed to be issued;
 - 8 1 2 the consideration payable on such issue; and
 - 8 1 3 any other material terms or conditions which may include, and if so directed by the Lead Investor shall include conditions that if the holders of A or B Ordinary Shares in addition to subscribing for shares pursuant to any proposed offer are also proposing to loan monies to the Company at the same time, whether by subscription for loan stock or otherwise (an "**Investor Loan**") then the holders of C and/or D Ordinary Shares shall also be required to make loans to the Company on the same terms (an "**Ordinary Shareholder Loan**") provided always that:-
 - 8.1.3.1 an Ordinary Shareholder Loan for a holder of C or D Ordinary Shares shall be in the same proportion of loan to share capital subscription as the proportions proposed to be invested by the holders of A and/or B Ordinary Shares, pursuant to any Investor Loan, and
 - 8.1.3.2 the holders of C or D Ordinary Shares must subscribe for their Proportionate Entitlement (as such term is defined at **Article 8.3**) of shares proposed to be issued

and in the event that a holder of C or D Ordinary Shares fails to accept an offer or does not satisfy any conditions imposed shall not be entitled to subscribe for shares pursuant to such offer
 - 8.2 The notice specified in **Article 8.1** shall invite each holder to state, in writing within 10 Business Days from the date of such notice or, in the event that the circumstances of **Article 5.3.4.1** exist within 3 Business Days from the date of

such notice (which date shall be specified therein), whether he/it is will to subscribe for any, and if so, how many shares

8.3 The shares proposed to be issued pursuant to **Article 8.1** shall be issued to the holders accepting the offer in proportion (as nearly as may be) to their existing holdings of Shares ("**Proportionate Element**") It shall be open to each such holder to specify if he/it is willing to subscribe for shares in excess of his/its Proportionate Element ("**Additional Shares**") and, if the holder does so specify, he/it shall state the number of Additional Shares

8.4 Within three Business Days of the expiry of the invitation made pursuant to the notice given under **Article 8.1** (or sooner if all holders have responded to the invitation and all the shares proposed to be issued have been accepted in the manner provided in **Article 8.3**), the Board shall allocate the shares in the following manner.

8.4.1 if the total number of shares applied for is equal to or less than the available number of shares to be issued the Company shall allocate the number applied for in accordance with the applications; or

8.4.2 if the total number of shares applied for is more than the available number of shares to be issued, each holder shall be allocated his/its Proportionate Element (or such lesser number of shares to be issued for which he/it may have applied) applications for Additional Shares shall be allocated in accordance with such applications or, in the event of competition, (as nearly as may be) to each holder applying for Additional Shares in his/its Proportionate Element,

and in either case the Company shall forthwith give notice of each such allocation (an "**Issue Notice**") to each of the persons to whom shares are to be issued (a "**Member Subscriber**") and shall specify in the Issue Notice the time (being not later than ten Business Days after the date of the Issue Notice) at which the allotment of the shares shall be made.

8.5 Upon such allocations being made as set out in **Article 8.4**, the Board shall be bound, on payment of the subscription price, to issue the shares comprised in the Issue Notice to the Member Subscriber named therein at the time therein specified free from any lien, charge or encumbrance

8.6 Notwithstanding any other provisions of this **Article 8**, no Shares shall be allotted to any party not bound by the Investment Agreement unless that party has first entered into a deed of adherence if so required by the Investment Agreement and a Joint Election

8.7 The provisions of **Articles 8.2 to 8.4** (inclusive) shall have no application if the provisions of **Article 5.3.5** apply and shall have no application to any holder to whom the provisions of **Articles 5.3.8** and **5.3.9** apply

8.8 Notwithstanding anything herein to the contrary, the provisions in this **Article 8** shall not apply to any issue of the C Share Pool or any D Ordinary Shares which shall, subject to **Article 8.10**, be under the control of the Board.

8.9 If any share is allotted to a holder who does not hold shares of the same class and such share is an A, B, C or D Ordinary Share, such shares shall as on and from the time of registration of the allotment of that share in the register of members of the Company be immediately redesignated as a share of the same

class as those already held by that holder prior to such allotment (save that no shares so allotted shall be redesignated as an E or F Ordinary Shares)

- 8.10 Section 89(1) and section 90(1) to (6) of the Companies Act 1985 shall not apply to an allotment of any equity security by the Company where Investor Consent to that allotment has been obtained as required by these Articles and that allotment otherwise conforms to the requirements of these Articles.

TRANSFER OF SHARES

9. GENERAL

- 9.1 No transfer of any share in the capital of the Company shall be made or registered unless such transfer complies with the provisions of these Articles and the transferee has, if so required by the terms of the Investment Agreement, first entered into a deed of adherence pursuant to the Investment Agreement and, if so required by the Investor Majority, first entered into a Joint Election which has also been signed by the Company. Subject thereto, the Board shall sanction any transfer so made unless (i) the registration thereof would permit the registration of a transfer of shares on which the Company has a lien (ii) the share is not fully paid (iii) the transfer is to a minor or (iv) the Board is otherwise entitled to refuse to register such transfer pursuant to these Articles
- 9.2 For the purposes of these Articles the following shall be deemed (but without limitation) to be a transfer by a holder of shares in the Company
- 9.2.1 any direction (by way of renunciation or otherwise) by a holder entitled to an allotment or transfer of shares that a share be allotted or issued or transferred to some person other than himself; and
- 9.2.2 any sale or any other disposition of any legal or equitable interest in a share (including any voting right attached to it), (i) whether or not by the relevant holder, (ii) whether or not for consideration, and (iii) whether or not effected by a written instrument

10. PERMITTED TRANSFERS

Notwithstanding the provisions of any other Article, the transfers set out in this **Article 10** shall be permitted without restriction and the provisions of **Articles 11** (Voluntary Transfers) and **12** (Change of Control) shall have no application.

10.1 Permitted transfers by Investors

- 10.1.1 Any Investor who is a body corporate shall be entitled to transfer all or any of its shares to any other body corporate which is for the time being its subsidiary or holding company or another subsidiary of its holding company (each such body corporate being a "**Related Company**") but if a Related Company whilst it is a holder of shares in the Company shall cease to be a Related Company in relation to the body first holding the relevant shares it shall, within 15 Business Days of so ceasing, transfer the shares held by it to such body or any Related Company of such body and failing such transfer the holder shall be deemed to have given a Transfer Notice pursuant to **Articles 11 and 13**.

- 10.1.2 Any Investor may with Investor Consent transfer all or any of its shares to any person, body, firm or partnership whose business comprises to a material extent the holding for investment purposes of securities in and/or the provision of debt and other financial facilities to United Kingdom unlisted companies and includes any subsidiary, nominee, custodian or manager used by such person, firm or partnership to hold such investments or to make available such facilities
- 10 1.3 Any Investor may with Investor Consent transfer any share to any investment trust company whose shares are listed on a recognised investment exchange which is also managed by such Investor or the manager of such Investor or by a holding company of such management company or any subsidiary company of such holding company.
- 10 1 4 An Investor may transfer shares to an Investor Associate or to any other member of its Investor Group.
- 10 1 5 Any Investor may transfer shares to any partner of a limited partnership (or their nominees) acting in such capacity (provided such transfer is made in accordance with the fund or partnership agreement governing such entity or partnership) or to the holders of units in a unit trust (or their nominees) on a distribution in kind or otherwise under the relevant partnership agreement or trust deed.
- 10.1.6 Any shares which are held by an Investor on behalf of any collective investment scheme (within the meaning of section 235 of FSMA), may be transferred to participants (within the meaning of that section), in the scheme in question
- 10.1.7 Any Investor may transfer any shares to the beneficial owner of the shares, including, without limitation, to any person who becomes a general partner, nominee or trustee for a limited partnership, unit trust or investment trust in place of, or in addition to, such Investor
- 10 1.8 Any Investor or any member of the Investor's Group (or any person to whom any of them may have transferred shares pursuant to this **Article 10**) or any subsequent transferee of such shares shall in the event that **Articles 5.3.5** or **5.3.9** apply be entitled to transfer or dispose of such number of the voting rights arising from any shares to such person, and for such period as the holder of such shares sees fit.
- 10.1.9 Any share may with Investor Consent be transferred to a Venture Capitalist

10.2 Permitted Transfers by all Shareholders

- 10.2.1 Subject to **Article 7.2.2** any holder may at any time transfer any shares in accordance with the provisions of the Statutes to the Company
- 10.2.2 Any holder may at any time transfer all or any of his shares to any other person with the prior written consent of the Board and Investor Consent

- 10.2.3 Any shares may be transferred pursuant to **Articles 12.5** and **12.6** (Drag along)

11. VOLUNTARY TRANSFERS

- 11.1 Except as permitted under **Article 10** any Seller who wishes to transfer shares shall give notice in writing (the "**Transfer Notice**") to the Company of his wish specifying
- 11.1.1 the number and class[es] of shares (the "**Sale Shares**") which he wishes to transfer,
 - 11.1.2 the name of any third party to whom he proposes to sell or transfer the Sale Shares; and
 - 11.1.3 the price at which he wishes to transfer the Sale Shares (the "**Transfer Price**")
- 11.2 The Seller may state in the Transfer Notice that he is only willing to transfer all the Sale Shares in which case no Sale Shares can be sold unless offers are received for all of them
- 11.3 Where any Transfer Notice is deemed to have been given in accordance with these Articles all the shares registered in the name of the Seller shall be included for transfer, and the provisions of **Article 11.2** shall not apply.
- 11.4 No Transfer Notice or Deemed Transfer Notice once given or deemed to be given in accordance with these Articles shall be withdrawn unless the Seller is obliged to procure the making of an offer under **Articles 12.1** to **12.4** and is unable to procure the making of such an offer or the Investor Majority approves such withdrawal. In that event the Seller shall be entitled to withdraw such Transfer Notice without liability to any person, prior to completion of any transfer save that where the Investor Majority approves such withdrawal, the Seller shall bear all costs relating to such Transfer Notice or Deemed Transfer Notice.
- 11.5 The Transfer Notice shall constitute the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price upon the following terms:
- 11.5.1 the price for each Sale Share is the Transfer Price, (save in the case of a Deemed Transfer Notice where the Transfer Price will be as determined in accordance with either **Article 13.3.2** or **Article 13.4**);
 - 11.5.2 the Sale Shares are to be sold free from all liens, charges and encumbrances together with all rights attaching to them.
- 11.6 Each holder of shares shall state, in writing within 20 Business Days from the date of such Transfer Notice (which date shall be specified therein), whether he is willing to purchase any and, if so, how many of the Sale Shares which shall, if he so wishes, include an amount in excess of his Proportionate Entitlement as mentioned in **Article 11.7.3**.
- 11.7 For the purposes of allocation of the Sale Shares, the Sale Shares shall be treated as offered:
- 11.7.1 in the first instance to all persons in the category set out in the corresponding line in column (2) in the table below; and

- 11.7 2 to the extent not accepted by persons in column (2), to all persons in the category set out in the corresponding line in column (3) in the table below; and
- 11 7 3 to the extent not accepted by persons in column (3), to all persons in the category set out in the corresponding line in column (4) in the table below, and
- 11 7.4 to the extent not accepted by persons in column (4), to all persons in the category set out in the corresponding line in column (5) in the table below.

(1) Class of Sale Shares	(2) First Offer to	(3) Second Offer to	(4) Third Offer to	(5) Fourth Offer to
A Ordinary Shares	Holders of A Ordinary Shares	Holders of B Ordinary Shares	Holders of C Ordinary Shares	Holders of D Ordinary Shares
B Ordinary Shares	Holders of B Ordinary Shares	Holders of A Ordinary Shares	Holders of C Ordinary Shares	Holders of D Ordinary shares
C Ordinary Shares	Warehouse	Founder Shareholders	Holders of C Ordinary Shares and D Ordinary Shares other than the Founder Shareholders	Holders of A and B Ordinary Shares
D Ordinary Shares	Warehouse	Holders of D Ordinary Shares	Holders of A, B and C Ordinary Shares	N/A
E Ordinary Shares	Holders of E Ordinary Shares	Holders of A or B Ordinary Shares	Holders of C Ordinary Shares	Holders of D Ordinary shares
F Ordinary Shares	Founder Shareholdes	Holders of C Ordinary Shares	Holders of A and B Ordinary Shares	Holders of D Ordinary shares
Deferred Shares	Holders of A Ordinary Shares	Holders of B Ordinary Shares	Holders of C Ordinary Shares	Holders of D Ordinary shares

PROVIDED THAT any acceptance by the Company (as the Warehouse) assumes that the acceptance is given on the basis that the Company has, or will on the date of completion, have satisfied:-

- 11.7 4 1 the requirements of the Statutes to purchase the shares in question; and

11 7 4 2 any requirement for consent under **Article 7.1**

If any such shares accepted by the Company cannot be bought back at completion by the Company due to the Company being unable to comply with **Articles 11.7.2.1** and **11.7.2.2**, then this **Article 11** shall take effect as if no acceptance was given by the Company.

11.7.5 Subject always to the order of priorities set out in **Articles 11.7.1** and **11.7.2** the Sale Shares shall (save in respect of any offer of Sale Shares to the Warehouse, which shall be offered in such numbers and proportions as the Investor Majority shall direct) be treated as offered on terms that, in the event of competition, the Sale Shares offered shall be sold to the holders accepting the offer in proportion (as nearly as may be) to their existing holdings of shares of the class or classes to which the offer is made (the "**Proportionate Entitlement**"). It shall be open to each such holder to specify if he is willing to purchase Sale Shares in excess of his Proportionate Entitlement ("**Excess Sale Shares**") and, if the holder does so specify, he shall state the number of Excess Sale Shares.

11 7.6 Within three Business Days of the expiry of the invitation made pursuant to **Article 11.1** or pursuant to any Transfer Notice deemed to be given (or sooner if all holders of shares have responded to the invitation and all the Sale Shares shall have been accepted in the manner provided in **Article 11.6**), the Board shall allocate the Sale Shares in the following manner:

11.7.6.1 if the total number of Sale Shares applied for is equal to or less than the available number of Sale Shares the Company shall allocate the number applied for in accordance with the applications; or

11 7 6 2 if the total number of Sale Shares applied for is more than the available number of Sale Shares, each holder shall be allocated his Proportionate Entitlement (or such lesser number of Sale Shares for which he may have applied) in the order of priorities set out in **Article 11.7**, applications for Excess Sale Shares shall be allocated in accordance with such applications or, in the event of competition, (as nearly as may be) to each holder applying for Excess Shares in the proportion which shares held by such holder bears to the total number of shares held by all such holders applying for Excess Sale Shares PROVIDED THAT such holder shall not be allocated more Excess Sale Shares than he shall have stated himself willing to take,

and in either case the Company shall forthwith give notice of each such allocation (an "**Allocation Notice**") to the Seller and each of the persons to whom Sale Shares have been allocated (a "**Member Applicant**") and shall specify in the Allocation Notice the place and time (being not later than ten Business Days after the date of the Allocation Notice) at which the sale of the Sale Shares shall be completed.

11.8 Subject to **Article 11.9**, upon such allocations being made as set out in **Article 11.7**, the Seller shall be bound, on payment of the Transfer Price, to transfer the Sale Shares comprised in the Allocation Notice to the Member

Applicants named therein at the time and place therein specified free from any lien, charge or encumbrance. If he makes default in so doing, one of the Directors, or some other person duly nominated by a resolution of the Board for that purpose, shall forthwith be deemed to be the duly appointed attorney of the Seller with full power to execute, complete and deliver in the name and on behalf of the Seller a transfer of the relevant Sale Shares to the Member Applicant and all such consents written resolutions and proxies as the appointed attorney shall consider to be necessary or desirable for the purposes of any general meeting of the Company relating to or associated with or required to enable the sale of the Sale Shares to proceed and any Director may receive and give a good discharge for the purchase money on behalf of the Seller and (subject to the transfer being duly stamped) enter the name of the Member Applicant in the register of members as the holder or holders by transfer of the Sale Shares so purchased by him or them. The Board shall forthwith pay the purchase money into a separate bank account in the Company's name and shall hold such money on trust (but without interest) for the Seller until he shall deliver up his certificate or certificates for the relevant shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate) to the Company when he shall thereupon be paid the purchase money

- 11 9 If the provisions of **Article 11.2** apply and if the total number of shares applied for by Member Applicants is less than the number of Sale Shares then the Allocation Notice shall refer to such provision and shall contain a further invitation, open for ten Business Days, to those persons to whom Sale Shares have been allocated to apply for further Sale Shares and completion of the sales in accordance with the preceding paragraphs of this **Article 11** shall be conditional upon all Sale Shares being sold
- 11 10 In the event of all the Sale Shares not being sold under the preceding paragraphs of this Article 11 the Seller may, at any time within three calendar months after receiving confirmation from the Company that the pre-emption provisions herein contained have been exhausted, transfer all the Sale Shares (if **Article 11.2** does apply) or any Sale Shares which have not been sold (if **Article 11.2** does not apply) to any person or persons at any price not less than the Transfer Price PROVIDED THAT:
 - 11 10 1 the Board shall refuse registration of the proposed transferee unless the Company has Investor Consent to transfer the Sale Shares
 - 11 10.2 if the provisions of **Article 11.2** applied to the Transfer Notice, the Seller shall not be entitled, save with the written consent of all the other holders of shares of the Company, to sell hereunder only some of the Sale Shares comprised in the Transfer Notice to such person or persons,
 - 11 10 3 any such sale shall be a bona fide sale and the Board may request such information as it reasonably deems necessary to satisfy itself that the Sale Shares are being sold in pursuance of a bona fide sale for not less than the Transfer Price without any deduction, rebate or allowance whatsoever to the Buyer and, if not so satisfied, may refuse to register the instrument of transfer;
 - 11.10 4 the Board shall refuse registration of the proposed transferee if such transfer obliges the Seller to procure the making of an offer in accordance with **Articles 12.1** to **12.4**, until such time as such offer has been made and, if accepted, completed.

12 CHANGE OF CONTROL

Tag along

- 12.1 Subject to **Article 12.2** if the effect of any transfer of shares by a Seller would, if completed, result in the transferee together with persons acting in concert or connected with that transferee obtaining a Controlling Interest, the Seller shall procure the making, by the proposed transferee of the Seller's Shares, of a Come Along Offer to all of the other holders of shares of the Company. Every holder or recipient of such offer, on receipt of a Come Along Offer, shall be bound within 20 Business Days of the date of such offer (which date shall be specified therein) either to accept or reject such offer in writing (and in default of so doing shall be deemed to have rejected the offer). Until such Come Along Offer has been made and completed the Board shall not sanction the making and registration of the relevant transfer or transfers
- 12.2 The provisions of **Article 12.1** and **12.5** shall not apply to any transfer of shares
- 12.2.1 pursuant to **Article 10** (other than **Article 10.2.3**);
- 12.2.2 to any person who was an original party to the Investment Agreement.
- 12.3 "**Come Along Offer**" means an unconditional offer, open for acceptance for not less than 20 Business Days, to purchase shares held by the recipients of a Come Along Offer or shares which recipients may subscribe free from all liens, charges and encumbrances at a price per share equal to the highest price per share (exclusive of stamp duty, stamp duty reserve tax and commission) paid or to be paid by any transferee referred to in **Article 12.1** (or any person with whom such transferee is connected with or with whom such transferee is acting in concert) for shares (inclusive of the shares giving rise to the obligation to make the Come Along Offer) within the period of one year ending on the proposed date of completion of such transfer of shares
- 12.4 In the event of disagreement, the calculation of the relevant Come Along Offer price shall be referred to the Valuers and **Articles 30.1** and **30.2** shall apply

Drag along

- 12.5 If holders of the A and B Ordinary Shares (in **Articles 12.5** and **12.6**, the "**Investor Sellers**") wish to transfer their Shares to any party (the "**Buyer**"), pursuant to the terms of a bona fide arms length transaction provided that:
- 12.5.1 each holder is offered the same consideration in all material respects (including, without limitation, value and form) for each Share,
- 12.5.2 there is no provision that any holder will receive other consideration, (whether in cash or otherwise) which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Shares to be sold by such holder, and that neither the Buyer nor any person acting by agreement or understanding with it has otherwise entered into or has agreed or proposed terms with any holder for the purchase of Shares which are more favourable than those entered into, agreed or proposed with or to any other holder; and

12.5 3 the terms are such that the sale and purchase of Shares will be completed at the same time,

then the Investor Sellers shall also have the option (the "**Drag Along Option**") to require all other holders and any persons who would become holders upon the exercise of any options, warrants or other rights to subscribe for Shares which exist at the date the Drag Along Notice is given (the "**Called Shareholders**"), to transfer with full title guarantee all their Shares (including any Shares issued pursuant to any options, warrants or rights to subscribe existing at the date the Drag Along Option is exercised) in the Company to the Buyer, or as the Buyer directs. The Investor Sellers may exercise the Drag Along Option by giving written notice to that effect (a "**Drag Along Notice**") to each Called Shareholder. A Drag Along Notice shall specify:

12.5.4 that the Called Shareholders are, or will, in accordance with this **Article 12.5** and **Articles 12.6** and **12.7**, be required to transfer with full title guarantee all their Shares (including any Shares issued pursuant to any options, warrants or rights to subscribe existing at the date a Drag Along Notice is given) free from all liens, charges and encumbrances, and

12 5 5 the price at which such Shares are to be transferred (which shall be a price which provides for consideration to be paid for each Share as provided at **Article 12.5.1** and that the aggregate proceeds of sale shall be subject to distribution in accordance with **Article 6**) and the form in which the price shall be satisfied; and

12 5 6 the documents required to be executed by the Called Shareholder, the time period within which those documents should be delivered to the Company, and the proposed date of completion of the sale of the Shares the subject of the Drag Along Notice.

12 6 Upon any person, following the issue of a Drag Along Notice becoming a holder of Shares pursuant to the exercise of any option, warrant or other right to subscribe for or acquire Shares ("**a New Member**"), a Drag Along Notice, on the same terms as the previous Drag Along Notice, shall be deemed to have been served upon the New Member who shall thereupon be bound to sell and transfer all such Shares acquired by him to the Buyer or as the Buyer may direct and the provisions of this **Article 12.6** shall apply mutatis mutandis to the New Member save that completion of the sale of such Shares shall take place forthwith upon the Drag Along Notice being deemed served on the New Member or, if later, upon the date of completion under the previous Drag Along Notice

12.7 If the Called Shareholders (or any of them which shall include any New Member) shall make default in transferring their Shares within any time period specified in the Drag Along Notice (including any Shares issued pursuant to any options, warrants or rights to subscribe existing at the date of the Drag Along Notice once exercised) in accordance with the provisions of any Drag Along Notice and pursuant to **Articles 12.5**, and **12.6**, the provisions of **Article 11.8** (references therein to the Seller, Sale Shares, Allocation Notice and Member Applicant being read as references to the holder making such default, the Shares in respect of which such default is made, the Drag Along Notice and the Buyer respectively) shall apply to the transfer of such Shares mutatis mutandis but the Transfer Price shall be the price offered for such Shares as set out in **Article 12.5** and the provisions of **Article 11.7** shall not apply.

12 8 A Drag Along Notice shall be served in accordance with **Article 32**

- 12.9 A Drag Along Notice may be revoked at any time prior to the completion of the sale of the Shares of the Called Shareholder by the service of a written notice.

13 **COMPULSORY TRANSFERS**

- 13.1 In this **Article 13**, a "**Transfer Event**" means, in relation to any holder of Shares:

13.1 1 a holder who is an individual:

13 1.1 1 becoming bankrupt; or

13.1 1 2 dying;

unless the Investor Majority notify the Company within twelve months of the matters coming to its attention that such event is not a Transfer Event in relation to that holder for the purposes of this **Article 13.1**;

13 1 2 a holder making any arrangement or composition with his creditors generally unless the Investor Majority notify the Company within twelve months of the matter coming to its attention that such event is not a Transfer Event in relation to that holder for the purposes of this **Article 13.1**,

13 1.3 a holder becoming a Leaver unless the Investor Majority notify the Company within twelve months of the matter coming to its attention that such event is not (in whole or in part) a Transfer Event in relation to that holder for the purposes of this **Article 13.1**,

13.1.4 a holder attempting to deal with or dispose of any share or any interest in it otherwise than in accordance with these Articles unless the Investor Majority notify the Company within twelve months of the matter coming to its attention that such event is not a Transfer Event in relation to that holder; and

13 1 5 a holder failing to make a transfer of shares required by **Article 10.1.1** unless the Investor Majority notify the Company within six months of the matter coming to its attention that such event is not a Transfer Event in relation to that holder for the purposes of this Article

- 13.2 Upon the happening of any Transfer Event, the holder in question and any other holder who has acquired shares from him under a permitted transfer (directly or by means of a series of two or more permitted transfers) under **Article 10.2.2** shall be deemed to have immediately given a Transfer Notice in respect of all the shares then held by him (including for the avoidance of doubt any F Ordinary Shares) and which in the case of a transferee of shares were the shares received directly or indirectly from the holder who is the immediate subject of the Transfer Event (a "**Deemed Transfer Notice**"). A Deemed Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the same shares except for shares which have then been validly transferred pursuant to that Transfer Notice.

- 13.3 The shares the subject of any Deemed Transfer Notice shall be offered for sale in accordance with **Article 11** as if they were Sale Shares in respect of which a Transfer Notice had been given save that:

- 13.3.1 for the purposes of calculating the 20 Business Day period referred to in **Article 11.6**, the date of the Deemed Transfer Notice shall be deemed to be the later of:-
 - 13.3.1.1 the date of the Transfer Event or, if later, the date upon which the Investor Majority becomes aware that the relevant event is a Transfer Event and has notified the Company in writing that the relevant event is a Transfer Event; and
 - 13.3.1.2 unless the Investor Majority has previously notified the Company in writing that the relevant event is a Transfer Event, the date that is twelve months after the Transfer Event;
- 13.3.2 subject to **Article 13.4**, the price at which the Sale Shares shall be transferred (the "**Sale Price**") shall be a price per Sale Share agreed between the Seller, the Board and the Investor Majority or, in default of agreement, within 15 Business Days after the date of the Transfer Event, the Fair Value,
- 13.3.3 the provisions of **Article 11.2** shall not apply to a Deemed Transfer Notice;
- 13.3.4 **Article 11.10** will not apply to a Deemed Transfer Notice and either the Seller may retain any Sale Shares for which Buyers are not found or, with prior Investor Consent, the Seller may sell all or any of those Sale Shares to any person (including any holder) at any price per Sale Share which is not less than the Sale Price and pending any sale the provisions of **Article 5.3.5** shall continue to apply, and
- 13.3.5 the Sale Shares shall be sold together with all rights attaching thereto as at the date of the Transfer Event
- 13.4 The Sale Price for any Sale Shares which are the subject of a Deemed Transfer Notice given as a consequence of a Transfer Event arising due to a holder being a Leaver (and which Sale Shares shall, for the avoidance of doubt include any F Ordinary Shares) shall:
 - 13.4.1 in the case of a Good Leaver be their Fair Value in the case of any Shares, and £1.00 per F Ordinary Share; and
 - 13.4.2 in the case of a Bad Leaver be their Fair Value or, if less, their Issue Price;
- 13.5 For the purpose of **Article 13.1.3** the date upon which a holder becomes a Leaver shall be:
 - 13.5.1 where a contract of employment or directorship is terminated by the employer by giving notice to the employee of the termination of the employment or directorship, the date of that notice (whether or not a payment is made by the employer in lieu of all or part of the notice period required to be given by the employer in respect of such termination),

- 13 5 2 where a contract of employment or directorship is terminated by the employee by giving notice to the employer of the termination of the employment or directorship, the date of that notice;
- 13.5.3 save as provided in **Article 13.5.1** where an employer or employee wrongfully repudiates the contract of employment and the other accepts that the contract of employment has been terminated, the date of such acceptance,
- 13.5.4 where a contract of employment is terminated under the doctrine of frustration, the date of the frustrating event; and
- 13.5.5 where a contract of employment or directorship is terminated for any reason other than in the circumstances set out in **Articles 13.5.1** to **13.5.4** above, the date on which the action or event giving rise to the termination occurs.
- 13 6 A dispute as to whether **Article 13.4.1** or **Article 13.4.2** applies to any Sale Shares shall not affect the validity of a Deemed Transfer Notice but (if the Issue Price is lower than the Fair Value) any person who acquires Sale Shares ("**the Purchaser**") pursuant to a Deemed Transfer Notice while such a dispute is continuing shall pay to the Leaver their Fair Value discounted in accordance with **Article 13.4.2** (assuming, if not the case, that the Relevant Member is not a Good Leaver) and shall pay the amount of such discount to the Company. The Company shall hold that discount in a separate interest-bearing bank deposit account as trustee to pay it, and interest earned thereon, upon final determination of the dispute:
- 13.6.1 to the Purchaser(s) in the case of the Leaver being determined not to be a Good Leaver; and
- 13.6.2 to the Leaver in any other case
- Provided always that if the Leaver and Purchaser(s) otherwise agree in writing and notify such agreement to the Company it shall instead hold and deal with the monies paid into such account and interest as such agreement and notice may specify even though the issue of whether the Leaver was a Good Leaver has not been resolved.
14. **VALUATION OF SHARES**
- 14.1 In the event that the Valuers are required to determine the price at which shares are to be transferred pursuant to these Articles, the Company shall instruct and engage the Valuers (which instructions shall be made as soon as practicable following the time it becomes apparent that a valuation pursuant to this **Article 14** is required), to give their written opinion as to the price which represents a fair value for such shares as between a willing seller and a willing buyer as at the date the Transfer Notice or Deemed Transfer Notice is given. In making such determination, the Auditors shall not take any account of whether the Sale Shares comprise a majority or a minority interest in the Company nor the fact that transferability is restricted by these Articles (and shall assume that the entire issued share capital of the Company is being sold) and comprises only of Shares. The Valuers engagement shall be on such terms as are agreed between the Valuers and the Board with Investor Consent
- 14 2 **Articles 30.1** and **30.2** shall apply to any determination under this Article by the Valuers .

15. COMPLIANCE

- 15.1 For the purpose of ensuring (i) that a transfer of shares is duly authorised under these Articles or that (ii) no circumstances have arisen whereby a Transfer Notice is required to be or ought to have been given under these Articles or (iii) whether an offer is required to be or ought to have been made under **Article 12.1**, the Board may require any holder or the legal personal representatives of any deceased holder or any person named as transferee in any transfer lodged for registration or such other person as the Board may reasonably believe to have information relevant to such purpose, to furnish to the Company such information and evidence as the Board may reasonably think fit regarding any matter which they deem relevant to such purpose, including (but not limited to) the names, addresses and interests of all persons respectively having interests in the shares from time to time registered in the holder's name.
- 15.2 Failing such information or evidence being furnished to enable the Board to determine to its reasonable satisfaction that no such Transfer Notice is required to be or ought to have been given, or that no offer is required to be or ought to have been made under **Article 12.1**, or that as a result of such information and evidence the Board is reasonably satisfied that such Transfer Notice is required to be or ought to have been given, or that an offer is required to be or ought to have been made under **Article 12**
- 15.2.1 where the purpose of the enquiry by the Board was to establish whether a Transfer Notice is required to be or ought to have been given, then a Transfer Notice shall be deemed to have been given by the holder of the relevant shares in respect of such shares; or
- 15.2.2 where the purpose of the enquiry by the Board was to establish whether an offer is required to be or ought to have been made under **Article 12.1**, then the shares held by or on behalf of the person or persons connected with each other or acting in concert with each other who has or have (as the case may be) obtained a Controlling Interest as is referred to in **Article 12.1**, such shares shall cease to entitle the relevant holder or holders (or any proxy) to receive notice of any meeting or of any voting rights (whether on a show of hands or on a poll and whether exercisable at a general meeting of the Company or at a separate meeting of the class in question) otherwise attaching to such shares or to any further shares issued in right of such shares or in pursuance of an offer made to the relevant holders to the extent that will result in such person or persons only being able to control that percentage of the voting rights attaching to the Ordinary Shares that such person or persons were in a position to control prior to the obligation to procure the making of an offer arising

GENERAL

16. GENERAL MEETINGS

- 16.1 No business shall be transacted at any general meeting unless a quorum of holders is present at the time when the meeting proceeds to business and for its duration. Two persons, being holders of Shares (at least one of whom must be a holder of A Ordinary Shares) present in person, by proxy or by duly authorised representative (if a corporation), shall be the quorum at any general meeting. If a meeting is adjourned under regulation 41 of Table A because a quorum is not present, and at the adjourned meeting a quorum is not present within half an

hour from the time appointed for that adjourned meeting, the holders then present shall form a quorum, and regulation 41 of Table A shall be modified accordingly.

- 16.2 A poll may be demanded at a general meeting either by the chairman of the meeting or by any holder who is present in person, by proxy or by duly authorised representative (if a corporation) and who, in any such case, has the right to vote at the meeting, and regulation 46 of Table A shall be modified accordingly.

17. **NOTICE OF GENERAL MEETINGS**

- 17.1 Regulation 38 of Table A shall not apply to the Company

- 17.2 A notice convening a general meeting (other than an adjourned meeting) must be called by at least 14 days notice but a general meeting can be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote at the meeting being a majority who together hold not less than 90% in nominal value of the shares giving that right. The notice must state the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting.

- 17.3 Every notice concerning a general meeting shall be given in accordance with the Companies Act 2006 that is, in hard copy form, electronic form or by means of a website

- 17.4 The Company may send a notice of meeting by making it available on a website or by sending it in electronic form and if notice is sent in either way it will be valid provided it complies with the relevant provision of the Companies Act 2006.

18. **WRITTEN RESOLUTIONS**

- 18.1 The provisions of **Article 5.3.7** shall apply in respect of the passing of written resolutions.

- 18.2 A written resolution, proposed in accordance with section 288(3) of the Companies Act 2006, will lapse if it is not passed before the end of the period of 28 days beginning with the circulation date

- 18.3 For the purposes of this **Article 18** "circulation date" is the date on which copies of the written resolution are sent or submitted to members or, if copies are sent or submitted on different days, to the first of those days

19. **APPOINTMENT AND RETIREMENT OF DIRECTORS**

- 19.1 The Directors shall not be required to retire by rotation and regulations 76-79 (inclusive) of Table A shall not apply to the Company.

- 19.2 Any person or persons together entitled to exercise one half or more of the total number of votes which can then be cast on a poll at any general meeting of the Company may, with Investor Consent, from time to time (for so long as he or they remain so entitled) remove any or all of the Directors and/or appoint any person or persons as a director or Directors of the Company. Any such appointment or removal as is referred to in **Articles 19.2, 20.3, 21.1 or 21.8** shall be made by notice in writing to the Company and/or the relevant Group Company signed in the case of an appointment or removal made pursuant to **Articles 20.3, 21.1 or 21.8** by or on behalf of an Investor Majority and, in the

case of an appointment or removal made pursuant to **Article 19.2**, by or on behalf of such person or persons as first referred to therein and served in each case upon the Company at its registered office.

20. REMOVAL OF DIRECTORS

20.1 The office of any Director shall be vacated if

20.2 (in the case of an executive Director only) he shall, for whatever reason, cease to be employed by the Company or any subsidiary of the Company and he does not remain an employee of any other Group Company; or

20.3 (other than in the case of an Investor Director) all the other Directors with Investor Consent or the Investor Majority request his resignation in writing provided that the Investor Majority shall not be able to exercise the right to remove a Director pursuant to this **Article 20.2** to the extent that such removal would result in any Investor Director and the Chairman together holding a majority of the votes capable of being cast at a meeting of the entire Board (taking into account any casting vote available in the event of an equality of votes);

and the provisions of regulation 81 of Table A shall be extended accordingly.

21 INVESTOR DIRECTOR AND CHAIRMAN

21.1 An Investor Majority may from time to time appoint any two persons to be directors with the title of investor director (an "**Investor Director**" which expression shall, where the context so permits, include a duly appointed alternate of such a director) and from time to time remove any Investor Director from office provided that the Investor Majority shall not be entitled to exercise this right to appoint such directors to the extent that any appointment would result in the directors appointed pursuant to this **Article 21.1** together holding a majority of the votes capable of being cast at a meeting of the entire Board (taking into account any casting vote available in the event of an equality of votes) from time to time.

21.2 There shall not be more than two directors bearing the title of Investor Director in office at any time.

21.3 Any appointment or removal of an Investor Director shall be in writing served on the Company signed by an Investor Majority and shall take effect at the time it is served on the Company or produced to a meeting of the Board, whichever is earlier. Any such appointment or removal by a corporation may be signed on its behalf by its duly authorised representative.

21.4 Notice of meetings of the Board shall be served on any Investor Director who is absent from the United Kingdom at the address[es] for service of notice on each Investor under the Investment Agreement. The third sentence of regulation 88 shall not apply.

21.5 Upon written request by an Investor Majority the Company shall procure that the Investor Director is forthwith appointed as a director of any other member of the Group to any committee of the Board or the board of any member of the Group.

21.6 Regulation 81(e) of Table A shall not apply to the Investor Director or the Chairman.

- 21 7 Where any decision is to be made by any member of the Group in relation to the exercise, enforcement or waiver of its rights under the Acquisition Agreement (as defined in the Investment Agreement) or against any holder of C Ordinary Shares or any director or person connected with any such holder or director, any such decision shall be within the exclusive power of an Investor Director (to the exclusion of the other directors but after consultation with a majority thereof) who shall have (without limitation) exclusive authority in relation to the conduct of any proceedings of whatever nature arising in connection with any such rights and no other director shall have power to settle or compromise any such claim.
- 21.8 An Investor Majority may from time to time, in addition to the Investor Director, in the event that the identity of a person proposed to be a director and the chairman of the Board ("**Chairman**") has not been agreed with the holders of a majority of the C Ordinary Shares for a period of three months from first seeking to reach such agreement, appoint a person to be Chairman following prior consultation with the holders of a majority of the C Ordinary Shares as to the Chairman's identity and remove the Chairman from his office provided that the Investor Majority shall not be able to exercise the right to appoint such Chairman to the extent that any appointment would result in the directors appointed pursuant to this Article and **Article 21.1** and the Chairman together holding a majority of the votes capable of being cast at a meeting of the entire Board (taking into account any casting vote available in the event of an equality of votes) from time to time **Article 21.3** shall apply to any such appointment or removal of the Chairman mutatis mutandis. Regulation 91 shall be modified accordingly. The fee payable to the Chairman shall be at such rate agreed between the Board and the Chairman and, in the absence of agreement, shall be determined by the Investor Director
- 21 9 If Activation Circumstances have occurred, the right of any person together entitled to exercise one half or more of the total number of votes which can then be cast on a poll at any general meeting of the Company to remove any or all of the directors with Investor Consent, or to appoint any person or persons as directors of the Company shall be limited to the right to appoint additional directors provided that the directors appointed pursuant to **Articles 21.1** and **21.8** and pursuant to this **Article 21.9** would not result in such directors together holding a majority of the votes capable of being cast at an entire meeting of the Board (taking into account any casting vote available in the event of an equality of votes)
- 21 10 At any time that the holders of the A Ordinary Shares are entitled to additional votes at general meetings of the Company in respect of their A Ordinary Shares pursuant to **Article 5.3.4** and **5.3.5**, the holders of the A Ordinary Shares shall be entitled to remove any director from office and/or appoint any person as a director in his place, provided that any person removed and/or replaced pursuant to this **Article 21.10**, together with:
- 21.10.1 any other person removed pursuant to this **Article 21.10** within the previous six months; and
- 21.10.2 any directors appointed pursuant to **Article 21.1** and **21.8**,
- do not together hold a majority of the votes capable of being cast at an entire meeting of the Board (taking into account any casting vote available in the event of an equality of votes).

22. **ALTERNATE DIRECTORS**

- 22.1 The appointment by any Investor Director of an alternate director shall not be subject to approval by a resolution of the Board and regulation 65 of Table A shall be modified accordingly. In regulation 67 of Table A the words "but, if" and the words following them (to the end of that regulation) shall be deleted.
- 22.2 An alternate director shall not be entitled (as such) to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may, by notice in writing to the Company from time to time, direct, and the first sentence of regulation 66 of Table A shall be modified accordingly.
- 22.3 A Director, or any such other person as is mentioned in regulation 65 of Table A, as modified by **Article 22.1** may act as an alternate director to represent more than one Director, and an alternate director shall be entitled at any meeting of the Board (or of any committee of the Board) 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 (and during) any such meeting.

23. **PROCEEDINGS OF DIRECTORS**

- 23.1 The quorum for meetings of the Board shall be two directors one of whom must, subject to **Article 23.4**, be an Investor Director (if appointed).
- 23.2 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.
- 23.3 Reference in regulations 88 and 98 to the "Chairman" shall be construed as a reference to the "Investor Director" for so long as one is appointed.
- 23.4 In relation to any meeting of the directors to consider whether to authorise a conflict of interest of the Investor Director
- 23.4.1 it shall not be necessary for the Investor Director to be present in person or by proxy in order to constitute a quorum,
- 23.4.2 the meeting shall not deal with any other business other than that of the consideration of the conflict of interest of the Investor Director,
- 23.4.3 the quorum for such meeting shall be one and regulation 89 of Table A is varied accordingly.
- 23.5 Without prejudice to **Article 23.4**, if, and as a consequence of section 175(6) of the Companies Act 2006, a director cannot vote or be counted in the quorum at a meeting of the directors the following apply:
- 23.5.1 if the meeting is inquorate then the quorum for the purpose of the meeting shall be one which must be, other than a meeting pursuant to **Article 23.4**, the Investor Director (if appointed) and regulation 89 of Table A is varied accordingly;

- 23.5.2 if notwithstanding **Article 23.5.1**, the meeting is still inquorate then the meeting must be adjourned to enable the holders of the Shares to authorise any situation in which a director has a conflict of interest.

24. DIRECTORS' APPOINTMENTS AND INTERESTS

- 24 1 Subject to the provisions of the Statutes, a director (other than an Investor Director) notwithstanding his office, but subject always to obtaining Investor Consent

24.1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company,

24.1.2 may hold any other office or employment with the Company (other than the office of auditor);

24.1 3 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office or employment or from any such transaction or arrangement and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and

24 1 4 save for a vote under section 175(4) of the Companies Act 2006 authorising any conflict of interest which the director or any other interested director may have or where the terms of authorisation of such conflict of interest provide that the director may not vote in situations prescribed by the Board when granting such authorisation, shall be entitled to vote on any resolution and (whether or not he shall vote) be counted in the quorum on any matter referred to in any of **Articles 24.1.1 to 24.1.3** (inclusive) or on any resolution which in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever and if he shall vote on any resolution as aforesaid his vote shall be counted.

- 24 2 For the purposes of **Article 24.1**

24.2.1 a general notice to the Board that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;

24.2.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and

24 2 3 an interest of a person who is for any purpose of the Statutes (excluding any statutory modification not in force at the date of adoption of these Articles) connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

- 24 3 Subject to the provisions of the Statutes, an Investor Director notwithstanding his office:

- 24.3.1 may be a party to or otherwise interested in any transaction or arrangement with the Company and in which the Company is in any way interested,
- 24.3.2 may hold any other office or employment with the Company (other than the office of auditor),
- 24.3.3 may, or any firm or company of which he is a member or director may, act in a professional capacity for the Company;
- 24.3.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office or employment or from any such transaction or arrangement and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, and
- 24.3.5 save for a vote under section 175(4) of the Companies Act 2006 authorising any conflict of interest which the director or any other interested director may have or where the terms of authorisation of such conflict of interest provide that the director may not vote in situations prescribed by the Board when granting such authorisation, shall be entitled to vote on any resolution and (whether or not he shall vote) be counted in the quorum on any matter referred to in any of **Articles 24.3.1 to 24.3.4** (inclusive) or on any resolution which in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever (including, but without limitation, by reason of his employment with or being connected with any of the Investors), and if he shall vote on any resolution as aforesaid his vote shall be counted.

24.4 For the purposes of Article 24.3

- 24.4.1 a general notice to the Board that the Investor Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;
- 24.4.2 an interest of which the Investor Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his, and
- 24.4.3 an interest of a person who is for any purpose of the Statutes (excluding any statutory modification not in force at the date of adoption of these Articles) connected with the Investor Director shall be treated as an interest of the Investor Director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

24.5 Regulations 85, 86 and 94 of Table A shall not apply to the Company

25. AUTHORISATION OF DIRECTORS' CONFLICTS OF INTEREST

- 25.1 Any approval of a conflict of interest (other than a conflict of interest of the Investor Director or the Chairman) will be subject, in addition to board

authorisation pursuant to section 175 of the Companies Act 2006, to obtaining the prior consent in writing of the Investor Majority who may specify that certain conditions be attached to such authorisation. Any such board authorisation pursuant to section 175 of the Companies Act 2006 which is given without obtaining the prior consent in writing of the Investor Majority or without such conditions attaching to the authorisation as specified by the Investor Majority will be ineffective.

- 25.2 Any conflict of interest of the Investor Director or the Chairman may be authorised either by way of authorisation of the Board as set out at section 175 of the Companies Act 2006 or by way of resolution of the holders of the Shares. Any refusal of the Board to authorise such conflict of interest will not in any way affect the validity of a resolution of the holders of the Shares to authorise such conflict of interest.
- 25.3 An Investor Director will not be in breach of his duty under sections 172, 174 and 175 of the Companies Act 2006 or the authorisation given by this Article 25 by reason only that he receives confidential information from a third party relating to a conflict of interest which has been authorised by this **Article 25** and either fails to disclose it to the directors or fails to use it in relation to the Company's affairs.

26. THE SEAL

- 26.1 If the Company has a seal it shall only be used with the authority of the Board or of a committee of the Board. The Board may determine who shall sign any instrument to which the seal is affixed and, unless otherwise so determined, it shall be signed by one Director whose signature shall be attested in the presence of a witness [or by one Director and by the secretary or a second Director]. The obligation under regulation 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal.
- 26.2 The Company may exercise the powers conferred by section 39 of the Companies Act 1985 with regard to having an official seal for use abroad, and such powers shall be vested in the Board.

27 INDEMNITIES FOR DIRECTORS

- 27.1 Subject to the provisions of, and so far as may be permitted by, the Statutes but without prejudice to any indemnity to which the person concerned may be otherwise entitled, the Company may indemnify every director, alternate director, auditor, secretary or other officer of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or the exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, including any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust in relation to anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director, alternate director, auditor, secretary or other officer of the Company. Regulation 118 of Table A shall not apply to the Company.
- 27.2 The directors may purchase and maintain at the cost of the Company insurance cover for or for the benefit of every director, alternate director, auditor, secretary or other officer of the Company or of any associated company (as defined in section 256 of the Companies Act 2006) against any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust by him in relation to the Company (or such associated company),

including anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director, alternate director, auditor, Secretary or other officer of the Company or associated company

- 27.3 Subject to the provisions of, and so far as may be permitted by, the Statutes, the Company shall be entitled to fund the expenditure of every director, alternate director or other officer of the Company incurred or to be incurred:

27 3.1 in defending any criminal or civil proceedings; or

27.3 2 in connection with any application under sections 144(3) or 144(4) of the Companies Act 1985 or under section 1157 of the Companies Act 2006.

28. **BORROWING POWERS**

Subject to the terms of the Investment Agreement, the Board may exercise all the powers of the Company to borrow money up to the amounts specified in the Loan Note Instrument and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and, subject to the provisions of the Companies Act, to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

29. **LIEN**

The lien conferred by regulation 8 of Table A shall attach to all shares, whether or not fully paid up and to all shares registered in the name of any person indebted or under liability to the Company (whether he shall be the sole registered holder of such share[s] or shall be one of two or more joint holders) and shall be for all moneys owing on any account whatsoever to the Company.

30 **VALUERS**

Valuers' determination

- 30 1 If any matter under these Articles is referred to the Valuers for determination then the Valuers shall act as experts and not as arbitrators and their decision shall be conclusive and binding on the Company and all the holders of shares (in the absence of fraud or manifest error).

- 30 2 The Valuers' costs in making any such determination referred to in **Article 30.1** shall be borne by the Company unless the Valuers shall otherwise determine

Auditors' appointment and re-appointment

- 30.3 Auditors must be appointed for each financial year of the Company Other than the Company's first financial year, the appointment must be made in the period for appointing auditors as defined in section 485 of the Companies Act 2006

- 30.4 Auditors cease to hold office at the end of next period for appointing auditors unless and until they are re-appointed

31. **DOCUMENTS SENT IN ELECTRONIC FORM OR BY MEANS OF A WEBSITE**

- 31.1 Where the Statutes permit the Company to send documents or notices to its members in electronic form or by means of a website, the documents will be

validly sent provided the Company complies with the requirements of the Statutes.

- 31.2 Subject to any requirement of the Statutes, only such documents and notices as are specified by the Company may be sent to the Company in electronic form to the address specified by the Company for that purpose and such documents or notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified.

32. **NOTICES**

- 32 1 In regulation 112 of Table A, the words "first class" shall be inserted immediately before the words "post in a prepaid envelope" When any holder of Shares has given to the Company as his registered address an address outside of the United Kingdom he shall be entitled to have notices given to him at that address. Regulation 112 of Table A shall be amended accordingly.
- 32 2 Where a notice has sent by first class post the notice shall be deemed to have been given at the expiration of 24 hours after the envelope containing the same is posted. Where a notice is sent in electronic form, the notice shall be deemed to have been given at the expiration of 24 hours after the time of transmission. Regulation 115 of Table A shall be amended accordingly.
- 32 3 Where a notice is sent by making it available on a website, the notice shall be deemed to have been given either when it was first made available on the website or when the holder of shares received or was deemed to have received notice of the fact that the notice was available on the website.
- 32.4 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least one national daily newspaper and such notice shall be deemed to have been duly served on all holders of Shares entitled thereto at noon on the day when the advertisement appears. In any