

THE COMPANIES ACT 2006

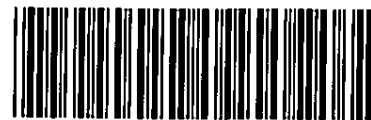
PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

PIMCO 2851 LIMITED (the "Company")

SATURDAY



A14 "AN4Z2IUE" 03/04/2010 544
COMPANIES HOUSE

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "CA 2006"), the directors of the Company propose that the following resolutions are passed as written resolutions of the Company, resolution one have effect as an ordinary resolution and resolutions 2, 3 and 4 having effect as special resolutions (together the "Resolutions") -

ORDINARY RESOLUTION

- 1 THAT the share capital of the Company be reorganised by subdividing the one issued ordinary share of £1 00 in the capital of the Company, registered in the name of Chris Cussons, into 10 ordinary shares of £0 10 each, having the rights as set out in the new articles of association of the Company referred to in resolution 2 below

SPECIAL RESOLUTIONS

- 2 THAT the regulations annexed to this resolution be hereby adopted as the new Articles of Association (the "New Articles") of the Company in substitution for all existing regulations
- 3 THAT the directors be authorised pursuant to section 551 of the CA 2006 to allot new shares in the Company and that sections 561 and 562 of the CA 2006 regarding pre-emption rights be disapplied
- 4 THAT the directors be authorised to issue and allot the following shares -
 - (a) Trevor Lafferty – 707,143 Ordinary Shares,
 - (b) Sue Hope - 321,429 Ordinary Shares,
 - (c) Chris Cussons – 128,561 Ordinary Shares,
 - (d) Philip Borrington - 128,571 Ordinary Shares,
 - (e) Gary Beresforde – 107,143 B Ordinary Shares,
 - (f) Jane Beresforde – 107,143 B Ordinary Shares, and
 - (g) British Smaller Companies VCT PLC – 642,860 A Ordinary Shares,

each having the rights as set out in the New Articles, provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the fifth anniversary of the date hereof, save that the Company may, before such expiry, make an offer or

agreement which would or might require shares to be allotted and the directors may allot shares in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolutions

I, the undersigned, was at the time the Resolutions were circulated entitled to vote on, and hereby irrevocably agree to, the Resolutions -


Chris Cussons

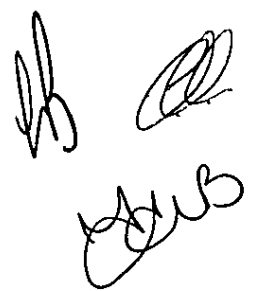
26 March

2010

NOTES

- 1 You can choose to agree to all of the Resolutions or none of them but you cannot agree to only some of the Resolutions. If you agree to all of the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company. If you do not agree to all of the Resolutions, you do not need to do anything. You will not be deemed to agree if you fail to reply.
- 2 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
- 3 Unless, within 28 days of the Circulation Date, sufficient agreement has been received for the Resolutions to pass, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date.

Company Number: 7153182



ARTICLES OF ASSOCIATION

of

PIMCO 2851 LIMITED

(Adopted by Special Resolution passed on 26 MARCH 2010)

Cobbetts LLP
58 Mosley Street
Manchester
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CONTENTS

Clause		Page
<u>1</u>	<u>DEFINITIONS AND INTERPRETATION</u>	1
<u>2</u>	<u>MODEL ARTICLES SHALL NOT APPLY</u>	13
<u>3</u>	<u>LIABILITY OF SHAREHOLDERS</u>	14
<u>4</u>	<u>INVESTOR CONSENT AND INVESTOR DIRECTION</u>	14
<u>5</u>	<u>DIRECTORS' GENERAL AUTHORITY</u>	14
<u>6</u>	<u>SHAREHOLDERS' RESERVE POWER</u>	14
<u>7</u>	<u>DIRECTORS MAY DELEGATE</u>	14
<u>8</u>	<u>COMMITTEES OF DIRECTORS</u>	15
<u>9</u>	<u>DIRECTORS TO TAKE DECISIONS COLLECTIVELY</u>	15
<u>10</u>	<u>UNANIMOUS DECISIONS</u>	15
<u>11</u>	<u>CALLING A DIRECTORS' MEETING</u>	15
<u>12</u>	<u>PARTICIPATION IN DIRECTORS' MEETINGS</u>	16
<u>13</u>	<u>NUMBER OF DIRECTORS</u>	16
<u>14</u>	<u>QUORUM FOR DIRECTORS' MEETINGS</u>	16
<u>15</u>	<u>VOTING AT DIRECTORS' MEETINGS</u>	17
<u>16</u>	<u>CHAIRING OF DIRECTORS' MEETINGS</u>	17
<u>17</u>	<u>CHAIRMAN'S CASTING VOTE</u>	17
<u>18</u>	<u>SITUATIONAL CONFLICTS OF INTEREST</u>	17
<u>19</u>	<u>TRANSACTIONAL CONFLICTS OF INTEREST</u>	18
<u>20</u>	<u>RECORDS OF DECISIONS TO BE KEPT</u>	19
<u>21</u>	<u>DIRECTORS' DISCRETION TO MAKE FURTHER RULES</u>	19
<u>22</u>	<u>METHODS OF APPOINTING DIRECTORS</u>	19
<u>23</u>	<u>TERMINATION OF DIRECTOR'S APPOINTMENT</u>	19
<u>24</u>	<u>DIRECTORS' REMUNERATION</u>	20
<u>25</u>	<u>DIRECTORS' EXPENSES</u>	21
<u>26</u>	<u>APPOINTMENT AND REMOVAL OF ALTERNATES</u>	21
<u>27</u>	<u>RIGHTS AND RESPONSIBILITIES OF ALTERNATES</u>	21
<u>28</u>	<u>TERMINATION OF APPOINTMENT OF ALTERNATES</u>	22
<u>29</u>	<u>INVESTOR DIRECTOR AND OBSERVER</u>	22
<u>30</u>	<u>SHARE CAPITAL</u>	23
<u>31</u>	<u>SHARE RIGHTS</u>	23
<u>32</u>	<u>CLASS RIGHTS</u>	27
<u>33</u>	<u>AUTHORITY TO ALLOT SHARES</u>	28
<u>34</u>	<u>UNISSUED SHARES</u>	29
<u>35</u>	<u>ALL SHARES TO BE FULLY PAID UP</u>	29
<u>36</u>	<u>POWERS TO ISSUE DIFFERENT CLASSES OF SHARES</u>	29
<u>37</u>	<u>COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS</u>	30
<u>38</u>	<u>SHARE CERTIFICATES</u>	30

<u>39</u>	<u>REPLACEMENT SHARE CERTIFICATES</u>	<u>30</u>
<u>40</u>	<u>PROVISIONS APPLYING ON EVERY TRANSFER OF SHARES</u>	<u>31</u>
<u>41</u>	<u>TRANSFERS OF SHARES</u>	<u>31</u>
<u>42</u>	<u>TRANSFER ARRANGEMENTS</u>	<u>35</u>
<u>43</u>	<u>PRE-EMPTION RIGHTS</u>	<u>37</u>
<u>44</u>	<u>TAG ALONG AND COME ALONG</u>	<u>40</u>
<u>45</u>	<u>COMPLIANCE</u>	<u>44</u>
<u>46</u>	<u>TRANSMISSION OF SHARES</u>	<u>44</u>
<u>47</u>	<u>EXERCISE OF TRANSMITTEES' RIGHTS</u>	<u>45</u>
<u>48</u>	<u>TRANSMITTEES BOUND BY PRIOR NOTICES</u>	<u>45</u>
<u>49</u>	<u>PROCEDURE FOR DECLARING DIVIDENDS</u>	<u>45</u>
<u>50</u>	<u>PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS</u>	<u>46</u>
<u>51</u>	<u>NO INTEREST ON DISTRIBUTIONS</u>	<u>46</u>
<u>52</u>	<u>UNCLAIMED DISTRIBUTIONS</u>	<u>46</u>
<u>53</u>	<u>NON-CASH DISTRIBUTIONS</u>	<u>47</u>
<u>54</u>	<u>WAIVER OF DISTRIBUTIONS</u>	<u>47</u>
<u>55</u>	<u>AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS</u>	<u>47</u>
<u>56</u>	<u>ATTENDANCE AND SPEAKING AT GENERAL MEETINGS</u>	<u>48</u>
<u>57</u>	<u>QUORUM FOR GENERAL MEETINGS</u>	<u>49</u>
<u>58</u>	<u>CHAIRING GENERAL MEETINGS</u>	<u>49</u>
<u>59</u>	<u>ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS</u>	
	<u>AT GENERAL MEETINGS</u>	<u>50</u>
<u>60</u>	<u>ADJOURNMENT OF GENERAL MEETINGS</u>	<u>50</u>
<u>61</u>	<u>VOTING AT GENERAL MEETINGS GENERAL</u>	<u>51</u>
<u>62</u>	<u>ERRORS AND DISPUTES</u>	<u>51</u>
<u>63</u>	<u>POLL VOTES</u>	<u>51</u>
<u>64</u>	<u>CONTENT OF PROXY NOTICES</u>	<u>52</u>
<u>65</u>	<u>DELIVERY OF PROXY NOTICES</u>	<u>52</u>
<u>66</u>	<u>AMENDMENTS TO RESOLUTIONS</u>	<u>53</u>
<u>67</u>	<u>MEANS OF COMMUNICATION TO BE USED</u>	<u>53</u>
<u>68</u>	<u>COMPANY SEALS</u>	<u>54</u>
<u>69</u>	<u>NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS</u>	<u>54</u>
<u>70</u>	<u>DIRECTORS' INDEMNITY</u>	<u>54</u>
<u>71</u>	<u>DIRECTORS INSURANCE</u>	<u>55</u>
<u>72</u>	<u>PRIORITY OF SENIOR LOAN AGREEMENT</u>	<u>55</u>

Company Number: 7153182

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION OF
PIMCO 2851 LIMITED

(Adopted by Special Resolution passed on 26 MARCH 2010)

1 DEFINITIONS AND INTERPRETATION

1 1 The definitions set out in this Article 1 1 apply in these articles

1 1 1 **"A Ordinary Share"** means an A ordinary share of £0 10 in the capital of the Company,

1 1 2 **"A Ordinary Shareholder(s)"** means the Holder(s) of the A Ordinary Shares from time to time,

1 1 3 **"Act"** means the Companies Act 2006 as amended and to the extent in force from time to time,

1 1 4 **"Acquisition Agreement"** means the agreement dated on or around the Adoption Date and made between (1) Gary Beresforde and Jane Helen Beresforde and (2) the Company pursuant to which the Company acquired the entire issued share capital of Lightmain Company Limited,

1 1 5 **"Adoption Date"** means the date of the Investment Agreement,

1 1 6 **"Alternate"** has the meaning given in Article 26 1,

1 1 7 **"Appointor"** has the meaning given in Article 26 1,

1 1 8 **"Authorisation"** has the meaning given in Article 18 2,

1 1 9 **"Authorised Person"** means any Director, or the company secretary (if any), or any person authorised by the Directors for the purpose of signing documents to which the common seal is applied,

1 1 10 **"B Ordinary Share"** means a B ordinary share of £0 10 each in the capital of the Company,

1 1 11	"B Ordinary Shareholder(s)"	means the Holder(s) of the B Ordinary Shares from time to time,
1 1 12	"Capitalised Sum"	has the meaning given in Article 55 1 2,
1 1 13	"Chairman"	means the chairman of the Company from time to time,
1 1 14	"Chairman of the Meeting"	the person chairing the relevant general meeting in accordance with Article 58,
1 1 15	"Company"	Pimco 2851 Limited,
1 1 16	"Conflict"	has the meaning given in Article 18 1,
1 1 17	"Conflicted Director"	has the meaning given in Article 18 1,
1 1 18	"Connected Person"	has the meaning given to it by section 839 of ICTA,
1 1 19	"Controlling Interest"	means an interest (within the meaning of schedule 1 to the Act) in more than 50% of the Equity Shares,
1 1 20	"Directors"	means the directors of the Company, including any person occupying the position of director, by whatever name called,
1 1 21	"Distribution Recipient"	means in relation to a Share in respect of which a dividend or other sum is payable <ul style="list-style-type: none"> (a) the Holder of that Share, (b) if that Share has two or more joint Holders, whichever of them is named first in the register of members, or (c) if the Holder is no longer entitled to that Share by reason of death or bankruptcy, or otherwise by operation of law, the Transmittee,
1 1 22	"Electronic Form"	has the meaning given in section 1168 of the Act,
1 1 23	"Eligible Directors"	means in relation to any matter, the Directors who would have been entitled to vote on, and whose votes would have been counted in respect of, that matter had it been

	proposed as a resolution at a Directors' meeting,
1 1 24 "Employee"	means a director, consultant or employee of any Group Company (but not including for these purposes Gary Beresforde),
1 1 25 "Employee Trust"	means a trust approved by the Investor Majority established to hold Shares for the benefit of Employees,
1 1 26 "Equity Securities"	has the meaning given in section 560(1) of the Act,
1 1 27 "Equity Shares"	means the A Ordinary Shares, the B Ordinary Shares and the Ordinary Shares,
1 1 28 "Equity Shareholders"	means the holders of Equity Shares,
1 1 29 "Event"	means a Sale or a Listing,
1 1 30 "Excluded Person"	means <ul style="list-style-type: none"> (a) any Leaver, (b) any Employee who has given, or been given, notice to terminate his contract of employment with any Group Company,
1 1 31 "Fair Price"	means such price as the transferor and the Company (with Investor Consent) shall agree within 14 days after the date of the relevant Transfer Notice or, failing such agreement, such price as the Independent Expert shall determine pursuant to Article 42 3,
1 1 32 "Family Trust"	means a trust, the terms and trustees of which have been approved by Investor Consent (such approval not to be unreasonably withheld) and under which no power of control is capable of being exercised over the votes of any shares which are the subject of the trust by any person other than the trustees or the Manager or the Privileged Relations of the Manager, and "trust" includes a trust arising under a settlement, or declaration of trust, inter vivos but excludes testamentary disposition or a trust arising on an intestacy,
1 1 33 "financial year" and "financial period"	an accounting reference period (as defined by the Act) of the Company,

1 1 34	"Fully Paid"	in relation to a Share, that the nominal value and any premium to be paid to the Company in respect of that Share have been Paid to the Company,
1 1 35	"Good Leaver"	means - <ul style="list-style-type: none"> (a) a person who ceases to be an Employee where such cessation occurs for one of the following reasons - <ul style="list-style-type: none"> (i) that person's death, (ii) that person's illness (including mental illness) or disablement giving rise to permanent incapacity to continue in employment, (iii) that person's redundancy, (b) a person who ceases to be a director or an Employee where the Investors resolve, in their absolute discretion, that such person is to be treated as a Good Leaver in circumstances where such person would not, but for this provision, be a Good Leaver, <p>together with, in each case, any other person who becomes a Leaver as a consequence thereof,</p>
1 1 36	"Group Company"	means each of the companies referred to in the definition in these Articles of "Group" ,
1 1 37	"Group"	means the Company and its subsidiaries, all holding companies of the Company, and all subsidiaries of each such holding company, in each case, from time to time,
1 1 38	"Hard Copy Form"	has the meaning given in section 1168 of the Act,
1 1 39	"Holder"	in relation to a Share, the person whose name is entered in the register of members as the holder of that Share from time to time
1 1 40	"ICTA"	means the Income and Corporation Taxes Act 1988,
1 1 41	"Independent Expert"	means a firm of chartered accountants (acting as an expert and not as an arbitrator) nominated by the parties concerned or, in the event of disagreement as to

- nomination for a period of seven days, appointed upon the application of any of the parties concerned by the President for the time being of the Institute of Chartered Accountants in England and Wales,
- 1 1 42 **"Institutional Investor"** means any person whose business it is to make, manage or advise on investments being a member of the British Venture Capital Association,
- 1 1 43 **"Interested Director"** has the meaning given in Article 19 1,
- 1 1 44 **"Investment Agreement"** means the agreement for share and loan stock subscriptions dated the Adoption Date between the Company (1) the Managers (as defined therein) (2) the Investor Manager (as defined therein) (3) and British Smaller Companies VCT PLC (the **"Investor"**) (4) as the same may be amended and/or supplemented from time to time,
- 1 1 45 **"Investor Consent"** means the giving of a prior written consent by the Investor Majority,
- 1 1 46 **"Investor Direction"** means the giving of a prior direction in Writing by the Investor Majority,
- 1 1 47 **"Investor Director"** means a Director appointed pursuant to Article 29 1 (or his Alternate),
- 1 1 48 **"Investor Majority"** means the person or persons who together at the relevant time hold more than 50% in number of the A Ordinary Shares in issue at that time,
- 1 1 49 **"Investor Manager"** has the meaning given it in the Investment Agreement,
- 1 1 50 **"Investors"** means those persons who are **"Investors"** within the meaning of this expression in the Investment Agreement and **"Investor"** means any of them The expression **"member of an Investor's Group"** shall mean an Investor, any subsidiary of that Investor, any holding company of that Investor and any subsidiary of any such holding company and **"Investor's Group"** shall be construed accordingly,
- 1 1 51 **"Investor Share"** means any A Ordinary Share,

1 1 52 "Issue Price"

means, in relation to a Share, the price at which such Share is issued, being the aggregate of the amount paid up or credited as paid up in respect of the nominal value of such Share together with any share premium thereon,

1 1 53 "Leaver"

means -

- (a) any Employee who is a Holder of Shares who ceases to be an Employee for whatever reason,
- (b) any Holder of Shares who is the trustee of a Family Trust of any person who ceases to be an Employee,
- (c) any Holder of Shares who is a Privileged Relation of any person who ceases to be an Employee,
- (d) any person who becomes entitled to any Shares on the death of a Holder of Shares or on the exercise of an option after ceasing to be an Employee,
- (e) any Shareholder holding Shares as a nominee for any person who ceases to be an Employee,
- (f) Gary Beresforde and/or Jane Beresforde in the event that either of them has committed a breach of clause 8 of the Acquisition Agreement in which case any Holder of Shares who is the trustee of a Family Trust of either of Gary Beresforde and/or Jane Beresforde and/or any Privileged Relation to whom they have transferred shares shall also be a Leaver,
- (g) Gary Beresforde and/or Jane Beresforde in the event that there has been a breach of warranty in the Acquisition Agreement or pursuant to the Tax Deed (as such term is defined in the Acquisition Agreement) such that the provisions of clause 6 1 2 of the Acquisition Agreement apply to the Consideration Shares (as such term is defined in the Acquisition Agreement) issued to Gary Beresforde and/or Jane Beresforde in which case any Holder of Shares who is the trustee of a Family Trust of either of Gary Beresforde and/or Jane Beresforde and/or any Privileged Relation to whom they have

transferred shares shall also be a Leaver

1 1 54 "Leaver Percentage"

means in relation to a Leaver the percentage set out in Column (2) below (as applied in Article 42) determined by reference to the period which has elapsed between the date on which the Leaver first acquired Equity Shares in the capital of the Company (the "**Acquisition Date**") and the Leaving Date

<u>(1) Leaving Date</u>	<u>(2) Leaver Percentage</u>
At any time where the Leaver is a Very Bad Leaver -	100%
At any time where the Leaver is a Good Leaver -	0% (subject to the provisions of Article 41 5)
Otherwise -	
On or after the Acquisition Date but before the second anniversary of the Acquisition Date -	100%
On or after the second anniversary of the Acquisition Date but before the third anniversary of the Acquisition Date -	75%
On or after the third anniversary of the Acquisition Date but before the fourth anniversary of the Acquisition Date -	50%
On or after the fourth anniversary of the Acquisition Date but before the fifth anniversary of the Acquisition Date -	25%
On or after the fifth anniversary of the Acquisition Date -	0%

1 1 55 "Leaver's Shares"

all of the Shares held by a Leaver, or to which he is entitled, on the Leaving Date and any Shares acquired by a Leaver after the Leaving Date whether under an employees share scheme or otherwise,

1 1 56 "Leaving Date"

means, in relation to a Leaver, the date on which the relevant person becomes a Leaver, which (in the case of

	any Shareholder who becomes a Leaver by virtue of any person ceasing to be an Employee) shall be the Termination Date in relation to such Employee,
1 1 57 "Listing"	means the admission of any Shares to listing on the Official list of the UK Listing Authority and to trading on the market for listed securities of the London Stock Exchange plc and such admission becoming effective or the grant of permission for any Shares to be dealt in on recognised investment exchange (as defined in section 285 of the Financial services and Markets Act 2000) or any other public securities market (including AIM) and such permission becoming effective,
1 1 58 "Loan Notes"	means the principal amount of fixed rate secured loan notes 2015 of the Company constituted under the Loan Stock Instrument,
1 1 59 "Loan Note Instrument"	means the loan note instrument dated on or about the Adoption Date constituting £535,714 fixed rate secured loan notes,
1 1 60 "Majority Decision"	means a majority decision taken at a Directors' meeting,
1 1 61 "Manager"	has the meaning given to it in the Investment Agreement,
1 1 62 "Ordinary Resolution"	has the meaning given in section 282 of the Act,
1 1 63 "Ordinary Share"	means an Ordinary Share of £0 10 each in the capital of the Company,
1 1 64 "Ordinary Shareholder(s)"	means the Holder(s) of the Ordinary Shares from time to time,
1 1 65 "Paid"	paid or credited as paid,
1 1 66 "PAT or Profit After Tax"	means in respect of any financial year of the Group the consolidated profits on ordinary activities of the Group after tax calculated on the historical cost accounting basis as shown in the audited consolidated accounts of the Group in respect of that financial year but adjusted (if and to the extent necessary) so that the said profits are computed (a) before making any provision for dividend or any

transfer to reserves,

(b) before amortisation of goodwill,

(d) after charging or making any provision for any amount in respect of which no charge or provision would be made but for compliance with FRS17

in the event of there being any dispute as to the amount of the profits after tax such amount shall be determined by an Independent Expert or upon the agreement of the Shareholder Majority the auditors of the Group for the time being who shall act as expert and not as arbiter, and whose decision shall be final and binding on the Company and the members,

1 1 67	"Participate"	has the meaning given in Article 12 1 and "Participating" shall be construed accordingly,
1 1 68	"Payment Date"	means the due date for payment of any instalment of any Relative Dividend,
1 1 69	"Persons Entitled"	has the meaning given in Article 55 1 2,
1 1 70	"Privileged Relation"	means, in relation to a Manager, the spouse of the Manager and the Manager's children (including step and adopted children),
1 1 71	"Realisation Price"	means the value of each Equity Share in issue immediately prior to the Listing, determined by reference to the price per share at which Equity Shares in the Company are to be offered for sale, placed, or otherwise marketed pursuant to the Listing,
1 1 72	"Relevant Directors"	means the directors and former directors of each Group Company (but only if such directors or former directors or their Connected Persons are interested in shares in the Company) and their Connected Persons but excluding the Investor Director,
1 1 73	"Relevant Dividend"	has the meaning given to it in Article 31 1 5,
1 1 74	"Relevant Loss"	any loss or liability which has been or may be incurred by a Relevant Director in connection with his duties or powers in relation to any Group Company or any pension fund or employees' share scheme or any Group

	Company,
1 1 75 "Relevant Shares"	has the meaning given in Article 44 2,
1 1 76 "Restricted Shares"	means shares restricted in accordance with Article 42 5,
1 1 77 "Restricted Share Price"	means the price attributable to the shares concerned as if they were not Restricted Shares on a Sale or Listing calculated by reference to the net price per share payable to the holders of the Equity Shares (in the case of a Sale or other return of capital to Shareholders) or the Realisation Price in the case of a Listing (capped at a maximum equal to the Fair Price at the Leaving Date),
1 1 78 "Sale"	means the completion of any sale of any interest in any Shares (whether in one transaction or a series of related transactions) resulting in the transferee (not being one of the Investors) (either alone or together with its Connected Persons) holding a Controlling Interest in the Company,
1 1 79 "Sale Price"	has the meaning given in Article 42 1,
1 1 80 "Sale Shares"	has the meaning given in Article 41 5,
1 1 81 "Seller"	the holder of a Share which is the subject of a Transfer Notice,
1 1 82 "Senior Bank"	means Clydesdale Bank PLC (trading as Yorkshire Bank),
1 1 83 "Senior Loan Agreement"	means the agreement dated the Adoption Date entered into between the Company and the Senior Bank relating to term loan facilities as the same may be amended and/or supplemented from time to time,
1 1 84 "Service Agreement"	has the meaning given to it in the Investment Agreement,
1 1 85 "Share"	means any share in the capital of the Company from time to time (and "Shares" shall be construed accordingly),
1 1 86 "Shareholder"	means a person who is the Holder of a Share,
1 1 87 "Shareholder Majority"	means the persons who together at the relevant time hold more than 50% in number of the Ordinary Shares in issue at that time,

1 1 88	"Special Resolution"	has the meaning given in section 283 of the Act,
1 1 89	"Start Date"	means the date on which the Fair Price of the Sale Shares is agreed or determined,
1 1 90	"Specified Event"	has the meaning given to it in the Investment Agreement,
1 1 91	"Termination Date"	means - <ul style="list-style-type: none"> (a) where employment ceases by virtue of notice given by the employer to the employee, the date on which such notice expires, or (b) where a contract of employment is terminated by notice given by the employer and a payment is made in lieu of notice, the date on which such notice was served, or (c) where the Employee concerned is a director and an employee of any Group Company, the date on which the Employee's contract of employment with any Group Company is terminated unless the Investors by an Investor Direction direct otherwise , or (d) where the Employee concerned is a director (but not an employee) of any Group Company, the date on which the contract for the provision of his services (whether entered into directly with him or with a third party) with any Group Company is terminated, or (e) in any other case, the date on which the contract of employment is terminated,
1 1 92	"Third Party Purchaser"	means a bona fide purchaser acting on arms length terms,
1 1 93	"Transfer Form"	means an instrument of transfer of Shares in any usual form or in any other form approved by the Directors, which is executed by or on behalf of the transferor,
1 1 94	"Transfer Notice"	means a written notice deemed to be served on the Company in accordance with Article 42 by a Shareholder who is required to transfer any Shares,

- 1 1 95 **"Transmittee"** means a person entitled to a Share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law,
- 1 1 96 **"Qualifying Person"** means (a) an individual who is a Shareholder, or (b) a person authorised under section 323 of the Act to act as the representative of a company in relation to the relevant general meeting or (c) a person appointed as proxy of a Shareholder in relation to the relevant general meeting,
- 1 1 97 **"Unanimous Decision"** has the meaning given in Article 10 1,
- 1 1 98 **"Very Bad Leaver"** means
- (i) in the case of Gary Beresforde and Jane Beresforde only in circumstances where either (1) there has been in the bona fide opinion of the Company a breach by either of them of clause 8 of the Acquisition Agreement or (2) there has been a breach of warranty in the Acquisition Agreement or pursuant to the Tax Deed (as such term is defined in the Acquisition Agreement) such that the provisions of clause 6 1 2 of the Acquisition Agreement apply to the Consideration Shares (as such term is defined in the Acquisition Agreement) in each case together with any other person who becomes a Leaver as a consequence thereof (and for the avoidance of doubt, Gary and Jane Beresforde shall in the event of becoming a Leaver as a result of all other circumstances each be a Good Leaver), or
- (ii) a person who ceases to be an Employee in circumstances where
- (a) that person is the subject of a successful action for fraud, or
- (b) that person has without reasonable cause been wilfully negligent in carrying out his duties as a Director and/or Employee under his Service Agreement or consultancy agreement (as the case may be), or
- (c) that person is in breach of and is dismissed pursuant to clause 17 4 1 of his Service Agreement,
- together with, in each case, any other person who

- becomes a Leaver as a consequence thereof,
- 1 1 99 **"voting rights"** shall be construed in accordance with section 971(1) of the Act,
- 1 1 10 **"Warehouse"** means such person as the Board may specify with Investor Consent,
- 1 1 101 **"Writing"** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise
- 1 2 An Investor Consent or Investor Direction required or permitted to be given under these Articles may be given by any Investor Director who holds office as a director of the Company at the time that the consent or direction (as the case may be) is given or if no Investor Director shall be in office by the Investor Manager Any written consent or approval given by the Investor Majority to a matter or event in respect of which Investor Consent is required shall, unless such consent or approval expressly states otherwise, be deemed to be an Investor Consent for the purpose of these Articles
- 1 3 The rules of interpretation set out in Articles 1 4 to 1 10 (inclusive) apply in these articles
- 1 4 A reference to
- 1 4 1 a **"person"** includes a reference to
- 1 4 1 1 any individual, firm, partnership, unincorporated association or company wherever incorporated or situate, and
- 1 4 1 2 that person's legal personal representatives, trustees in bankruptcy and successors,
- 1 4 2 **"bankruptcy"** includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,
- 1 4 3 a **"document"** includes, unless otherwise specified, any document sent or supplied in Electronic Form, and
- 1 4 4 a **"company"** shall include any company, corporation or other body corporate, wherever and however incorporated or established
- 1 5 Unless the context otherwise requires
- 1 5 1 words denoting the singular shall include the plural and vice versa,

- 1 5 2 words denoting a gender shall include all genders, and
- 1 5 3 references to (or to any specified provision of) these articles or any other document shall be construed as references to these articles, that provision or that document as in force and as amended from time to time
- 1 6 Unless stated to the contrary, a reference to a statute, statutory provision or subordinate legislation includes a reference to it as modified, replaced, amended and/or re-enacted from time to time (before or after the Adoption Date) and any prior or subsequent legislation made under it but this Article 1 6 shall not operate so as to impose on any person any greater obligation than would otherwise apply
- 1 7 Unless the context otherwise requires, words or expressions used in these articles shall have the same meaning as in the Act
- 1 8 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1 9 A reference to an “Article” is to an article of these articles
- 1 10 A reference to a “transfer of Shares” or any similar expression shall include a transfer of any interest in any Shares (whether legal, beneficial or otherwise) and any charge, mortgage or other encumbrance granted over any Shares

2 **MODEL ARTICLES SHALL NOT APPLY**

Neither the model articles for private companies limited by shares prescribed pursuant to the Act, nor any other articles of association (whether prescribed pursuant to the Act or set out in any other statute, statutory instrument or other subordinate legislation concerning companies) shall apply to the Company

3 **LIABILITY OF SHAREHOLDERS**

The liability of the Shareholders is limited to the amount, if any, unpaid on the Shares held by them from time to time

4 **INVESTOR CONSENT AND INVESTOR DIRECTION**

- 4 1 An Investor Consent or Investor Direction required or permitted to be given under these articles may be given by the Investor Director or, if there is no Investor Director, by the Investor Manager
- 4 2 Any consent in Writing or approval given by the Investor Majority to a matter or event in respect of which Investor Consent is required shall, unless that consent or approval expressly states otherwise, be deemed to be an Investor Consent for the purpose of these articles

5 DIRECTORS' GENERAL AUTHORITY

Subject to the other provisions of these articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

6 SHAREHOLDERS' RESERVE POWER

6 1 The Shareholders may, with Investor Consent, by Special Resolution, direct the Directors to take, or refrain from taking, specified action

6 2 No Special Resolution passed pursuant to Article 6 1 invalidates anything which the Directors have done before the passing of that resolution

7 DIRECTORS MAY DELEGATE

7 1 Subject to the other provisions of these articles, the Directors may (with Investor Consent) delegate any of the powers which are conferred on them under these articles

7 1 1 to such person or committee,

7 1 2 by such means (including by power of attorney),

7 1 3 to such an extent,

7 1 4 in relation to such matters or territories, and

7 1 5 on such terms and/or conditions,

as they think fit

7 2 If the Directors so specify, any delegation pursuant to Article 7 1 may authorise further delegation of the Directors' powers by any person to whom they are delegated

7 3 The Directors may at any time revoke any delegation made pursuant to Article 7 1 in whole or part, or alter its terms and/or conditions

8 COMMITTEES OF DIRECTORS

8 1 Committees to which the Directors delegate any of their powers must include the Investor Director (if appointed) and must follow procedures which are based (as far as they are applicable) on those provisions of these articles which govern the taking of decisions by Directors

8 2 The Directors may (with Investor Consent) make rules of procedure for all or any committees, which shall prevail over rules derived from these articles if they are not consistent with them

9 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

The general rule about decision-making by Directors is that any decision of the Directors must be either a Majority Decision or a Unanimous Decision

10 UNANIMOUS DECISIONS

10 1 A decision of the Directors is a unanimous decision (a “**Unanimous Decision**”)

10 1 1 if all Eligible Directors indicate to each other by any means that they share a common view on a matter, and

10 1 2 had the matter in question been proposed as a resolution at a Directors’ meeting, the Eligible Directors would have formed a quorum at that meeting

10 2 A Unanimous Decision may take the form of a resolution in Writing (where each Eligible Director has signed one or more copies of it or to which each Eligible Director has otherwise indicated agreement in Writing)

11 CALLING A DIRECTORS’ MEETING

11 1 Any Director may call a Directors’ meeting by giving notice of that meeting to the Directors or by authorising the company secretary (if any) to give such notice

11 2 Notice of any Directors’ meeting must indicate

11 2 1 its proposed date and time,

11 2 2 where it is to take place, and

11 2 3 if it is anticipated that the Directors Participating in that meeting will not be in the same place, how it is proposed that they should communicate with each other during that meeting

11 3 Notice of a Directors’ meeting must be given to each Director at any address in the United Kingdom supplied by him to the Company for that purpose (whether or not he is present in the United Kingdom) but shall be in Writing

11 4 Notice of a Directors’ meeting need not be given to any Director who waives his entitlement to notice of that meeting by giving notice to that effect to the Company either before or not more than seven days after the date on which that meeting is held Where such notice is given after the relevant meeting has been held, that does not affect the validity of that meeting or of any business conducted at it

12 PARTICIPATION IN DIRECTORS’ MEETINGS

12 1 Subject to the other provisions of these articles, Directors participate (“**Participate**”) in a Directors’ meeting, or part of a Directors’ meeting, when they can each communicate to the others any information or opinions they have on any particular

item of the business of that meeting (and for these purposes it is irrelevant where any Director is or how they communicate with each other)

12 2 If all the Directors Participating in a Directors' meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

12 3 Subject to Article 12 4, if a question arises at a Directors' meeting or a meeting of a committee of Directors as to the right of any Director to vote or count in the quorum at that meeting (or part of that meeting), the question may, before the conclusion of that meeting, be referred to the Chairman whose ruling in relation to any Director (other than the Chairman) is with Investor Consent to be final and conclusive

12 4 If a question arises at a Directors' meeting or a meeting of a committee of Directors as to the right of the Chairman to vote or count in the quorum at that meeting (or part of that meeting), that question is to be decided by a decision of the Directors Participating at that meeting (provided that in relation to that question, the Chairman is not entitled to vote or count in the quorum)

13 **NUMBER OF DIRECTORS**

The number of Directors shall not be less than two

14 **QUORUM FOR DIRECTORS' MEETINGS**

14 1 At a Directors' meeting, unless a quorum is Participating, no proposal is to be voted on, except a proposal to call another meeting

14 2 The quorum for Directors' meetings is two and shall (except with Investor Consent) include the Investor Director (if appointed) or his Alternate In the event that a Directors' meeting is attended by a Director who is the Alternate of one or more other Directors, the Director or Directors for whom he is the Alternate shall be counted in the quorum notwithstanding their absence, and if on that basis there is a quorum the meeting may be held notwithstanding the fact (if it is the case) that only one Director is physically present

15 **VOTING AT DIRECTORS' MEETINGS**

15 1 Subject to Article 15 2 and the other provisions of these articles, each Director Participating in a Directors' meeting has one vote on each proposed resolution

15 2 If a Specified Event has occurred and a Voting Adjustment Notice (as defined in Article 31 3 2) has been given and either has not been cancelled or if capable of remedy, the Specified Event has been remedied to the reasonable satisfaction of the Investor Majority, then (notwithstanding any other provision of these articles)

15 2 1 if the Investor Director votes against any resolution put to a Directors' meeting, that resolution shall be deemed not to have been carried

notwithstanding that the number of votes cast in its favour exceeds those cast against it, and

- 15 2 2 if the Investor Director votes in favour of any resolution put to a Directors' meeting, that resolution shall be deemed to have been carried notwithstanding that the number of votes cast against it exceeds those cast in its favour

16 CHAIRING OF DIRECTORS' MEETINGS

If the Chairman is not Participating in a Directors' meeting within 10 minutes of the time at which it was to start, the Investor Director (if appointed) will chair it

17 CHAIRMAN'S CASTING VOTE

If at any Directors' meeting the numbers of votes for and against a proposal are equal, the Chairman (or other Director chairing the meeting) does not have a casting vote

18 SITUATIONAL CONFLICTS OF INTEREST

- 18 1 Subject to the other provisions of these articles, the Directors may, in accordance with (but subject to) the provisions of section 175 of the Act and this Article 18 and with Investor Consent, authorise any matter which would, if not authorised, result in a Director (the "**Conflicted Director**") being in breach of his duty under section 175 of the Act to avoid a situation in which he has, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (a "**Conflict**")

- 18 2 Any authorisation given under Article 18 1 (an "**Authorisation**") (and any subsequent variation or termination of any Authorisation) will only be effective if

- 18 2 1 any requirement as to the quorum at the Directors' meeting at which the matter is considered is met without counting the Conflicted Director (or any other interested Director), and

- 18 2 2 the matter was agreed to without the Conflicted Director (or any other interested Director) voting or would have been agreed to if his (or any other interested Director's) vote had not been counted

- 18 3 The Directors may (with Investor Consent) at any time

- 18 3 1 make any Authorisation subject to such terms and conditions as they think fit, and

- 18 3 2 vary or terminate any Authorisation (provided that this will not affect anything done by the relevant Conflicted Director or the Company in accordance with that Authorisation before any such variation or termination)

18 4 Unless as a condition of the relevant Authorisation the Directors provide otherwise, a Conflicted Director who has received an Authorisation in relation to a Conflict

18 4 1 may vote at any future Directors' meeting (or meeting of a committee of the Directors) on any resolution in respect of that Conflict (and if he does vote his vote shall be counted) and he shall be taken into account in determining whether a quorum is Participating at that meeting,

18 4 2 may absent himself from the whole or any part of any Directors' meeting (or meeting of a committee of the Directors) at which anything relating to that Conflict may be discussed,

18 4 3 shall not be required to disclose to the Company (or use for its benefit) any confidential information he obtains otherwise than in his capacity as a Director, as a result of that Conflict where to do so would be a breach of any duty of confidence owed by him to a third party, and

18 4 4 shall not be liable to account to the Company for any benefit he or any of his Connected Persons derive as a result of that Conflict

19 TRANSACTIONAL CONFLICTS OF INTEREST

19 1 If a Director (the "**Interested Director**") is in any way directly or indirectly interested in a proposed or existing transaction or arrangement with the Company (the "**Transaction**") he must declare the nature and extent of that interest to the other Directors in accordance with the provisions of the Act

19 2 Subject to the provisions of the Act, Article 19 1 and the terms of any relevant Authorisation, an Interested Director

19 2 1 may be a party to, or otherwise be interested in, the relevant Transaction,

19 2 2 may vote at any Directors' meeting (or meeting of a committee of the Directors) on any resolution in respect of that Transaction (and if he does vote his vote shall be counted) and he shall be taken into account in determining whether a quorum is Participating in that meeting, and

19 2 3 shall not be liable to account to the Company for any benefit he or any of his Connected Persons derive as a result of that Transaction and that Transaction shall not be liable to be avoided on the ground of his interest

20 RECORDS OF DECISIONS TO BE KEPT

The Directors must ensure that the Company keeps a record, in Writing, for at least [10] years from the date of the decision recorded, of every Unanimous Decision and Majority Decision

21 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to the other provisions of these articles, the Directors may, with Investor Consent, make any rule they think fit about how they take decisions and about how such rules are to be recorded or communicated to Directors

22 METHODS OF APPOINTING DIRECTORS

Any person who is willing to act as a Director and is permitted by law to do so, may be appointed to be a Director

22 1 by Ordinary Resolution,

22 2 by a decision of the Directors, or

22 3 pursuant to Article 29 1

23 TERMINATION OF DIRECTOR'S APPOINTMENT

23 1 A person ceases to be a Director as soon as

23 1 1 he ceases to be a Director by virtue of any provision of the Act or these articles (including Article 23 2) or is prohibited from being a Director by law,

23 1 2 a bankruptcy order is made against him,

23 1 3 a composition is made with his creditors generally in satisfaction of his debts,

23 1 4 a registered medical practitioner who is treating him gives an opinion in Writing to the Company stating that he has become physically or mentally incapable of acting as a Director and may remain so for more than three months,

23 1 5 by reason of his mental health, a court makes an order which wholly or partly prevents him from personally exercising any powers or rights which he would otherwise have,

23 1 6 notification is received by the Company from him that he is resigning from office and that resignation has taken effect in accordance with its terms,

23 1 7 he is convicted of a criminal offence (except a minor motoring offence) and the Directors resolve that his office be vacated,

23 1 8 in the case of a person who is also an employee of any Group Company, he ceases to be such an employee without remaining an employee of any other Group Company, or

23 1 9 (except in the case of the Investor Director) all the other Directors unanimously resolve that his office be vacated

23 2 In addition and without prejudice to the provisions of section 168 of the Act, the Company may by Ordinary Resolution remove any Director before the expiration of his period of office and may by Ordinary Resolution appoint another Director in his place

24 **DIRECTORS' REMUNERATION**

24 1 Any Director may undertake any services for the Company that the Directors decide

24 2 A Director is entitled to such remuneration as the Directors shall, with Investor Consent, determine

24 2 1 for his services to the Company as a Director, and

24 2 2 for any other service which he undertakes for the Company

24 3 Subject to the other provisions of these articles, a Director's remuneration may

24 3 1 take any form, and

24 3 2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director

24 4 Unless the Directors decide otherwise, each Director's remuneration accrues from day to day

24 5 Unless the Directors decide otherwise, no Director is accountable to the Company for any remuneration which he receives as a director, other officer or employee of any other Group Company or of any other company in which the Company is interested

25 **DIRECTORS' EXPENSES**

The Company may pay any reasonable expenses which any Director (or any Alternate) properly incurs in connection with his attendance at

25 1 Directors' meetings or meetings of committees of Directors,

25 2 general meetings, or

25 3 separate meetings of the Holders of any class of Shares or of the holders of any debentures of the Company,

or otherwise in connection with the exercise of his powers and the discharge of his responsibilities in relation to the Company

26 **APPOINTMENT AND REMOVAL OF ALTERNATES**

26 1 Any Director other than the Investor Director (the "**Appointor**") may appoint any person as an alternate director (an "**Alternate**") to

26 1 1 exercise the Appointor's powers, and

- 26 1 2 carry out the Appointor's responsibilities,
in relation to the taking of decisions by the Directors in the absence of the Appointor
 - 26 2 Any appointment or removal of an Alternate must be effected by notice in Writing to the Company signed by the Appointor or in any other manner approved by the Directors
 - 26 3 The notice must
 - 26 3 1 identify the proposed Alternate, and
 - 26 3 2 in the case of a notice of appointment, contain a statement signed by the proposed Alternate that he is willing to act as the Alternate of the Appointor
 - 26 4 A person may act as the Alternate of more than one Director
- 27 RIGHTS AND RESPONSIBILITIES OF ALTERNATES**
- 27 1 An Alternate has the same rights, in relation to any Directors' meeting or Unanimous Decision, as his Appointor
 - 27 2 Except as otherwise provided by these articles, an Alternate
 - 27 2 1 is deemed for all purposes to be a Director,
 - 27 2 2 is liable for his own acts and omissions,
 - 27 2 3 is subject to the same restrictions as his Appointor, and
 - 27 2 4 is not deemed to be an agent of or for his Appointor
 - 27 3 Subject to the other provisions of these articles, a person who is an Alternate but is not otherwise a Director
 - 27 3 1 shall be counted in the quorum at any Directors' meeting in which he is Participating (but only if his Appointor would be counted in the quorum and is not Participating),
 - 27 3 2 may vote at any Directors' meeting in which he is Participating (but only if his Appointor would be eligible to vote and is not Participating), and
 - 27 3 3 may participate in taking any Unanimous Decision (but only if his Appointor is an Eligible Director for the purposes of that Unanimous Decision and does not himself participate in taking that Unanimous Decision)
 - 27 4 A Director who is also an Alternate has an additional vote on behalf of each of his Appointors who
 - 27 4 1 is not Participating in the relevant Directors' meeting, and

27 4 2 would have been entitled to vote if that Appointor was Participating in it

27 5 An Alternate is not entitled to receive any remuneration from the Company for serving as an Alternate except such part of his Appointor's remuneration as that Appointor may direct by notice in Writing made to the Company

28 TERMINATION OF APPOINTMENT OF ALTERNATES

An Alternate's appointment as an Alternate terminates

28 1 when his Appointor revokes the appointment by notice in Writing to the Company specifying when it is to terminate,

28 2 on the occurrence (in relation to that Alternate) of any event which, if it occurred in relation to his Appointor, would result in the termination of that Appointor's appointment as a Director,

28 3 on the death of his Appointor, or

28 4 when his Appointor's appointment as a Director terminates

29 INVESTOR DIRECTOR AND OBSERVER

29 1 Notwithstanding any other provisions of these articles, the Investor Majority shall be entitled in their absolute discretion, by notice in Writing to the Company, to appoint any person as a non-executive Director (the "**Investor Director**") and at any time and from time to time to remove from office in like manner any person so appointed and to appoint a replacement. The reasonable expenses to be paid to the Investor Director shall be payable by the Company. On request by the Investor Majority the Company shall also procure that such Investor Director is appointed as a director of any other Group Company

29 2 If a Specified Event has occurred and for so long as the Specified Event subsists, on request by the Investor Majority in Writing, the Company shall procure that the Investor Director shall be appointed as Chairman

29 3 On any resolution to remove the Investor Director, the A Ordinary Shares shall carry at least one vote in excess of 75% of the votes exercisable at the general meeting at which that resolution is proposed **[VCT implication to be checked]**

29 4 The Investor Majority shall have the right to designate a representative to attend, as an observer, and speak but not vote at all Directors' meetings and at all meetings of any committees of the Directors. That representative will be entitled to receive all written materials and other information given to the Directors and to members of any committees of the Directors in connection with those meetings at the same time as those materials or information are given to the Directors or to those members (as the case may be)

30 **SHARE CAPITAL**

The share capital of the company is £214,286 divided into 642,860 A Ordinary Shares 214,286 B Ordinary Shares and 1,285,714 Ordinary Shares

31 **SHARE RIGHTS**

31 1 **Income**

The profits of the Company available for distribution shall be applied as follows -

- 31 1 1 first in paying to the holders of the A Ordinary Shares, B Ordinary Shares and Ordinary Shares as though one class, in respect of each financial year of the Company, a cumulative net cash dividend (hereinafter in these articles referred to as the "**Participating Dividend**") of a sum per annum equal to 25% of Profit After Tax for the relevant financial year commencing in the financial year ending 30 September 2015 (provided that the Loan Notes have then been redeemed in full) or the financial year in which the Loan Notes have been redeemed in full, if earlier. The Participating Dividend (if any) shall be paid not later than 4 months after the end of each successive accounting reference period of the Company or not later than 14 days after the audit report on the accounts of the Company for the relevant financial year is signed by the Company's auditors, whichever is earlier,
- 31 1 2 second (with Investor Consent) in respect of any financial year of the Company in which the Participating Dividend (if any) has been paid in full in respect of that financial year and in respect of all previous financial years of the Company (including any interest accrued thereon) in paying such balance of such profits as shall be agreed by the Board amongst the holders of the Equity Shares amongst the Holders of the Ordinary Shares, the Holders of the A Ordinary Shares and the Holders of the B Ordinary Shares in proportion to the number of Shares held by them,
- 31 1 3 the maximum amount receivable by the Investors by way of distribution under this Article 31 1 in any financial year shall not exceed 50% of the income of the Company available for distribution amongst the participators (as defined in section 417 of ICTA) of the Company (ignoring any rights which any Investor has under the terms of any loan to the Company),

AND SO THAT

- 31 1 4 every dividend shall unless otherwise provided accrue on a daily basis,

- 31 1 5 unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying dividends by the Act the Participating Dividend and any dividend payable under 31 1 2 (any such being a "**Relevant Dividend**") shall (notwithstanding any other provision of these articles and in particular notwithstanding that there has not been a recommendation of the directors or resolution of the Company in general meeting) be paid immediately on the due date and if not then paid shall be a debt due by the Company and be payable in priority to any other dividend provided that if due to delays in the preparation of the audited accounts of the Company the Participating Dividend cannot be calculated by the date it is due for payment then there shall be paid forthwith an interim dividend in respect of the Participating Dividend of a sum equal to the last subsequent Participating Dividend payable. The next and (if appropriate) any subsequent Participating Dividend shall be adjusted to take account of any overpayment or underpayment in respect of the said interim dividend which becomes apparent when the audited accounts are available,
- 31 1 6 in the event that (whether by reason of any law or otherwise) the Company is unable to pay in full on any due date for payment any instalment of the Relevant Dividend then the following provisions shall apply -
- 31 1 6 1 on the due date for payment the Company shall pay to such holders in proportion to the numbers of A Ordinary Shares and/or B Ordinary Shares and/or Ordinary Shares held by them on account of the Relevant Dividend the maximum sum (if any) which can then be lawfully and properly paid by the Company in accordance with these articles,
- 31 1 6 2 on every succeeding Payment Date the Company shall (in priority to any other dividend due on that Payment Date) pay to such holders on account of the balance of the Relevant Dividend (together with accrued interest) for the time being remaining outstanding and until the Relevant Dividend (together with accrued interest) shall have been paid in full the maximum sum (if any) which on each such succeeding Payment Date respectively can be lawfully and properly paid by the Company,
- 31 1 7 any Relevant Dividend which is not paid on the due date for payment for whatever reason shall bear interest at the rate of 4% per annum above

the base rate of the Senior Bank from time to time which shall accrue from day to day from the due date until the date of payment,

31 1 8 the Company shall procure that each other Group Company which has profits available for distribution shall from time to time declare and pay to the Company such dividends as are necessary to permit lawful and prompt payment by the Company of the Relevant Dividend,

31 1 9 the provisions of this Article 31 1 are subject to the provisions of Article 72

31 1 10 where any dividend payment is not made because of the provisions of Article 72, such dividend shall be paid upon the necessary consent being obtained or the prohibition thereon ceasing to apply

31 2 **Capital**

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

31 2 1 first in paying to the holders of the A Ordinary Shares, the B Ordinary Shares and the Ordinary Shares (as though one class) a sum equal to any arrears or accruals of Relevant Dividend on such Shares calculated down to the date of the return of capital (and if such assets are insufficient to discharge the sums in full pro rata amongst the holders of such shares by reference to the sums due),

31 2 2 then in paying to the holders of the A Ordinary Shares, the B Ordinary Shares and the Ordinary Shares (pari passu as if the same constituted one class of share), the Issue Price of each such Share,

31 2 3 the balance of such assets shall be distributed amongst the holders of the Equity Shares amongst the Holders of the Ordinary Shares, the Holders of the A Ordinary Shares and the holders of the B Ordinary Shares in proportion to the number of Shares held by them **provided that** the amount payable to the holders of the A Ordinary Shares pursuant to this Article 31 2 shall not exceed 50 per cent of the assets of the Company available for distribution amongst the participators (as defined in Section 417 of ICTA of the Company)

31 3 **Voting**

31 3 1 Subject to any special rights or restrictions as to voting attached to any Shares by or in accordance with these Articles, on a show of hands every Shareholder holding A Ordinary Shares and Ordinary Shares (other than

the Restricted Shares) who (being an individual) is present in person or by one or more proxies or (being a corporation) is present by one or more duly authorised representatives or proxies not being himself a Shareholder shall have one vote, and on a poll every Shareholder who is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall (except as hereinafter provided) have one vote for every A Ordinary Share or Ordinary Share (as the case may be) of which he is the holder PROVIDED THAT at any time if the holders of the A Ordinary Shares hold a majority in number of the Equity Shares in issue the votes capable of being cast by the holders of the majority of the A Ordinary Shares shall not in aggregate in any circumstances (save as provided for in Article 31 3 2) exceed more than 50% of the votes capable of being cast at general meetings of the Company

31 3 2 If a Specified Event has occurred and the Investor Majority delivers a notice (a "**Voting Adjustment Notice**") to that effect to the Company then the voting rights attaching to the A Ordinary Shares shall be amended with effect from the date of the Voting Adjustment Notice to the effect that on a poll each holder of A Ordinary Shares present in person or by proxy shall have one hundred thousand votes for every A Ordinary Share in the capital of the Company of which he is the holder until the earlier of -

31 3 2 1 the date that the Specified Event has been rectified, or

31 3 2 2 the date that the Investor Majority give notice in writing to the Company cancelling the Voting Adjustment Notice

31 3 3 If the Investors by an Investor Direction so direct, any Shares which are currently the subject of a Transfer Notice shall not confer the right to receive notice of, attend or vote at any general meeting of the Company or meeting of the holders of Shares of the same class and such Shares shall not be counted in determining the total number of votes which may be cast at any such meeting or for the purposes of a written resolution or a written consent of any Shareholder or class of Shareholders nor shall the holder of such Shares be entitled to participate in any allotment of shares pursuant to Article 34

31 4 **B Ordinary Shares**

The B Ordinary Shares shall not entitle the holders (in that capacity) to receive notice of or to attend or vote at any general meeting of the Company

31 5 **Exit Proceeds**

- 31 5 1 In the event of a Sale, the proceeds of such Sale shall be applied as though the Sale constituted a return of capital in accordance with Article 31 2
- 31 5 2 In the event of a Listing the Company's share capital shall be re-organised such that the Realisation Price of the Shares held by each Shareholder is equal to the amount which such Shareholder would receive if the Listing were a Sale and the aggregate proceeds of such Sale was the total number of Equity Shares in issue multiplied by the Realisation Price

32 CLASS RIGHTS

- 32 1 Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated with the consent in writing of the holders of 75% in nominal value of the issued shares of that class
- 32 2 Without prejudice to the generality of Article 32 1, the special rights attached to the A Ordinary Shares shall be deemed to be varied by -
- 32 2 1 any variation in the share capital of the Company, or
 - 32 2 2 the creation or grant of any option or other right over or to subscribe for shares or by the creation, issue or grant of any security convertible into any shares in the capital of any Group Company, or
 - 32 2 3 any alteration or variation of any of the rights attached to any of the shares for the time being in the capital of any Group Company, or
 - 32 2 4 the application of any sum in or towards paying up any share or loan capital of any Group Company, or
 - 32 2 5 the redemption of any of shares of any Group Company (otherwise than pursuant to these Articles) or by entering into of a contract by any Group Company to purchase any of its shares, or
 - 32 2 6 the appointment or removal of any director of any Group Company, or
 - 32 2 7 the appointment or removal of auditors to any Group Company, or
 - 32 2 8 any alteration of the accounting reference date of any Group Company' or
 - 32 2 9 any resolution (whether pursuant to Part 7 of the Act or otherwise) to change the classification or status of any Group Company, or
 - 32 2 10 any alteration to the articles of association of any Group Company, or
 - 32 2 11 any resolution to wind up any Group Company, or

- 32 2 12 any sale, transfer or other disposal by any Group Company of the whole or part of its undertaking, business or assets, or
- 32 2 13 the transfer by any Group Company of any profits to reserves or the taking of any other action (excluding the lawful payment of dividends) which will or may reduce the amount of its profits available for distribution, or
- 32 2 14 any suspension or relaxation by any Group Company of any provision or its Articles of Association which prohibits a director from voting at a meeting of the directors or of a committee of the directors in certain circumstances, or
- 32 2 15 any sale, transfer or other disposal by any Group Company of all or any part of, or any interest in, the shares of any Group Company by the Company or any other Group Company, or
- 32 2 16 the giving, variation, revocation or renewal of an authority for allotment under section 551 of the Act, or
- 32 2 17 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 Ordinary Shares, or
- 32 2 18 the disapplication of the provisions of sections 561 and/or 562 of the Act in relation to any allotment or issue of Shares by the Company

33 AUTHORITY TO ALLOT SHARES

Subject to Article 34, the Directors are generally and unconditionally authorised for the purposes of section 551 of the Act, to allot Shares (up to an aggregate nominal amount of £214,286 (inclusive of the Shares in issue at the Adoption Date)) at any time or times during the period of five years from the Adoption Date and the Directors may, after that period, allot any Shares under this authority in pursuance of an offer or agreement so to do made by the Company within that period. This authority may at any time (subject to section 551 of the Act) be renewed, revoked or varied by Ordinary Resolution.

34 UNISSUED SHARES

Subject to these articles, the pre-emption provisions of sections 561 and 562 of the Act shall apply to any allotment of Equity Securities by the Company (whether or not they are, or are to be, wholly or partly paid up otherwise than in cash) provided that

- 34 1 for the purposes of those sections the Equity Shares shall be treated as one class,
- 34 2 the Equity Shareholders who accept Equity Securities so offered shall be entitled to indicate that they would accept Equity Securities that have not been accepted by

other Equity Shareholders ("**Excess Securities**") on the same terms as originally offered to all Equity Shareholders, and

- 34 3 any Excess Securities shall be allotted to those Equity Shareholders who have applied for any of them in proportion to the number of Equity Shares then held by them respectively (but without allocating to any Equity Shareholder a greater number of Excess Securities than the maximum number applied for by that Equity Shareholder) and any remaining Excess Securities shall be allocated by applying this Article 34 3 without taking account of any Equity Shareholder whose application has already been fully satisfied In the case of any Equity Shares allotted or transferred to the Holder(s) of B Ordinary Shares such Equity Shares shall automatically convert into an equivalent number of B Ordinary Shares (on a Share for Share basis)

35 **ALL SHARES TO BE FULLY PAID UP**

- 35 1 Subject to Article 35 2, no Share is to be issued for less than the aggregate of its nominal value and any premium to be Paid to the Company in consideration for its issue
- 35 2 Article 35 1 does not apply to the Shares taken on the formation of the Company by the subscribers to the Company's memorandum

36 **POWERS TO ISSUE DIFFERENT CLASSES OF SHARES**

Subject to the other provisions of these articles, but without prejudice to the rights attached to any existing Shares, the Company may

- 36 1 issue Shares with such rights or restrictions as may be determined by Ordinary Resolution, and
- 36 2 issue Shares which are to be redeemed or are liable to be redeemed at the option of the Company or the Holder

37 **COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS**

Except as required by law, no person is to be recognised by the Company as holding any Shares on any trust and, except as otherwise required by law or these articles, the Company is not in any way to be bound by, or obliged to recognise, any interest in any Shares other than the Holder's absolute ownership of them and all the rights attaching to them

38 **SHARE CERTIFICATES**

- 38 1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds
- 38 2 Every certificate must specify
- 38 2 1 in respect of how many Shares, of what class, it is issued,

- 38 2 2 the nominal value of those Shares,
- 38 2 3 that the Shares are Fully Paid, and
- 38 2 4 any distinguishing numbers assigned to them
- 38 3 No certificate may be issued in respect of Shares of more than one class
- 38 4 If more than one person holds a Share, only one certificate may be issued in respect of it
- 38 5 Certificates must
 - 38 5 1 have affixed to them the Company's common seal, or
 - 38 5 2 be otherwise executed in accordance with the Act

39 REPLACEMENT SHARE CERTIFICATES

- 39 1 If a certificate issued in respect of a Shareholder's Shares is
 - 39 1 1 damaged or defaced, or
 - 39 1 2 said to be lost, stolen or destroyed,that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares
- 39 2 A Shareholder exercising the right to be issued with a replacement certificate pursuant to Article 39 1
 - 39 2 1 may at the same time exercise the right to be issued with a single certificate or separate certificates,
 - 39 2 2 must return the certificate which is to be replaced to the Company if it is damaged or defaced, and
 - 39 2 3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide

40 PROVISIONS APPLYING ON EVERY TRANSFER OF SHARES

- 40 1 The Board shall refuse to register any transfer of Shares made in contravention of the provisions of these Articles but shall not otherwise be entitled to refuse to register any transfer of shares For the purpose of ensuring that a particular transfer of Shares is permitted under the provisions of these Articles, the directors may request the transferor, or the person named as transferee in any transfer lodged for registration, to furnish the Company with such information and evidence as the directors may reasonably think necessary or relevant Failing such information or evidence being furnished to the satisfaction of the directors within a period of 28 days after such request the directors shall be entitled to refuse to register the transfer in question

Any transfer of Shares made or purported to be made in contravention of the provisions of these Articles shall be of no effect

40 2 Save for transfers pursuant to Articles 42 to 45 (inclusive) no Shares may be transferred unless -

40 2 1 an Investor Consent has been obtained, and

40 2 2 save as otherwise required pursuant to the Investment Agreement, the proposed transferee has entered into an agreement to be bound by the Investment Agreement in the form required by that Agreement

40 3 A reference in these Articles to a transfer of Shares shall include a transfer of any interest in Shares (whether legal, beneficial or otherwise) and any charge, mortgage or other encumbrance granted over Shares and these Articles shall take effect accordingly

41 TRANSFERS OF SHARES

41 1 **Permitted Transfers by Individual Shareholders, Privileged Relations and Family Trusts**

41 1 1 **Permitted transfers to Privileged Relations and Family Trusts**

Subject to Article 41 1 1 2(i), any Ordinary Shareholder or B Ordinary Shareholder (not being an Excluded Person) may, upon giving notice in writing to the Investor, at any time transfer any Shares held by him to a Privileged Relation over the age of 17 or to trustees to be held upon a Family Trust of which he is the settlor provided in any event that -

41 1 1 1 no Ordinary Shareholder or B Ordinary Shareholder may transfer any of his Shares under this Article 41 1 if, after the registration of any such transfer in the register of members of the Company, the total number of Shares of any class registered in the name of such Ordinary Shareholder or B Ordinary Shareholder (as the case may be) would amount to less than 50% of the total number of Shares of such relevant class registered in the names of the Ordinary Shareholder or B Ordinary Shareholder (as the case may be), the trustees of that Holder's Family Trusts and his Privileged Relations,

41 1 1 2 any transfer of Shares by an Ordinary Shareholder or B Ordinary Shareholder (as the case may be) to a Privileged relation or trustees of the Holder's Family Trusts pursuant to this Article 41 1 will be on terms (approved before such

transfer by the Board with Investor Consent) that the Privileged Relation or trustees (as the case may be) shall -

- (i) undertake to exercise all voting rights attaching to such Shares and to sign all proxies, consents to short notice and other documents relating to such exercise in accordance with the directions of the Holder of Shares concerned, and
- (ii) give the Holder of Shares full unconditional and irrevocable authority to sell such Shares on behalf of the trustees or Privileged Relation (as the case may be) on a Listing or a Sale or pursuant to Article 44,

41 1 1 3 the Privileged Relations and/or the trustees of Family Trusts to whom Shares are transferred by an Ordinary Shareholder or B Ordinary Shareholder (as the case may be) pursuant to this Article 41 1 shall be entitled at any time to transfer any or all such Shares to such Ordinary Shareholder or B Ordinary Shareholder but shall not otherwise be entitled to transfer such Shares pursuant to this Article 41 1,

41 1 1 4 if and whenever any Shares held by trustees upon a Family Trust cease to be so held upon a Family Trust (otherwise than in consequence of a transfer to the settlor or to any Privileged Relation of the settlor in accordance with Article 41 1 1 3) or there cease to be any beneficiaries of the Family Trust other than a charity or charities -

- (i) the trustees of the Family Trust shall notify the Company in writing that such event has occurred, and
- (ii) on the date of such cessation the trustees shall be deemed to have given a Transfer Notice which does not specify a Sale Price in favour of the settlor of the Family Trust in respect of the Shares held by the trustees and such Shares may not otherwise be transferred, and

41 1 1 5 if and whenever a Privileged Relation to whom Shares have been transferred pursuant to this Article 41 1 ceases to be a Privileged Relation of the transferring party -

41 1 1 6 the transferring party shall notify the Company in writing that such cessation has occurred, and

41 1 1 7 on the date of such cessation the former Privileged Relation shall be deemed to have given a Transfer Notice which does not specify a Sale Price in favour of the transferring party in respect of the Shares held by the former Privileged Relation and such Shares may not otherwise be transferred

41 1 2 Permitted transfers by Privileged Relations and/or Family Trusts

Subject to Article 41 4 where any Shares are held by trustees upon a Family Trust -

41 1 2 1 on any change of trustees such Shares may be transferred to the new trustees of that Family Trust, and

41 1 2 2 such Shares may be transferred at any time to the settlor provided the settlor is an Ordinary Shareholder and/or B Ordinary Shareholder (as the case may be) or to another Family Trust of which such Ordinary Shareholder and/or B Ordinary Shareholder is the settlor or to any Privileged Relation of such Ordinary Shareholder and/or B Ordinary Shareholder (as the case may be)

41 2 Permitted transfers by the Investor(s)

Notwithstanding any other provision in these Articles, the following transfers may be made without restriction as to price or otherwise and any such transfers shall be registered by the directors (subject to stamping) -

41 2 1 any Investor Shares held by a body corporate may be transferred to its ultimate parent company or any other body corporate controlled, directly or indirectly, by it or its ultimate parent company **PROVIDED ALWAYS THAT** the transferee gives an undertaking to the Company that, in the event of any such body corporate ceasing to be controlled, directly or indirectly, by the original shareholder or such ultimate parent company, immediately prior to it so ceasing such Shares shall be transferred to another body corporate so controlled and for the purposes of this Article 9 2 1 "control" has the same meaning as in section 840 of ICTA,

41 2 2 any Investor Shares which are held by or on behalf of an Investment Trust (as defined in chapter 21 of the Listing Rules published by the UK Listing Authority) whose shares are listed on the Official List of the UK

Listing Authority may be transferred to another such Investment Trust whose shares are also so listed,

41 2 3 any Investor Shares held by or on behalf of a unit trust or partnership or other unincorporated association or fund (whether a body corporate or otherwise) may with the Investor Consent be transferred or disposed of to the holder or holders of units in such unit trust or partners in such partnership or members of such unincorporated association or investors in such fund from time to time or to trustees for any such person,

41 2 4 any Investor Shares held by a nominee or trustee, whether directly or indirectly, for an approved scheme or schemes as defined in section 612 of ICTA may be transferred to any other nominee or trustee, whether direct or indirect, for the same approved scheme or schemes,

41 2 5 any Investor Shares held by or on behalf of a partnership, unit trust, investment trust, unincorporated association or other fund (whether a body corporate or otherwise) or corporation may be transferred to another partnership, unit trust, investment trust, unincorporated association or other such fund or corporation which is managed or advised by the same manager or adviser as the transferor or by a holding company of such manager, or adviser or any subsidiary company of such holding company,

41 2 6 any Investor Shares may, after reasonable prior consultation with the Company and with Investor Consent, be transferred to another Institutional Investor or its nominee,

41 2 7 any Investor Shares may be transferred to a partner in a member of an Investor which is a partnership or fund whose principal purpose is to make investments or to a nominee, successor or assignee of such a person including for the avoidance of doubt The North West Development Agency and YFM Private Equity Limited

41 3 Other Permitted Transfers

41 3 1 Transfers to the Company

Any holder of Shares may at any time, with Investor Consent, transfer Shares to the Company in accordance with the Act and these Articles

41 3 2 Transfers with Shareholder Consent

Notwithstanding any other provisions of these Articles a transfer of any Shares made with Investor Consent and the consent of those persons holding over 75% in number of Ordinary Shares may be made without restriction as to price or otherwise

41 3 3 Transfers pursuant to a Listing, a Sale or Article 44

Notwithstanding any other provision of these Articles, a transfer of any Share made pursuant to and in accordance with a Listing, a Sale or Article 44 (Tag Along and Come Along) shall be registered by the directors (subject to stamping)

41 4 At any time after a Shareholder becomes an Excluded Person, the Board may with Investor Consent and shall immediately on an Investor Direction, by notice in writing to such Shareholder revoke any outstanding Transfer Notice deemed to have been given under Article 41 1 and by the Privileged Relations and by the trustees of the Family Trusts of such Shareholder prior to that Shareholder becoming an Excluded Person These Articles shall thereafter operate as if no such Transfer Notice had been given provided that such revocation shall be without prejudice to any sale of the Shares which were the subject of the Transfer Notice completed prior to such revocation

41 5 Mandatory Transfers in respect of Leavers

Within the period commencing on the relevant Leaving Date and expiring at midnight on the first anniversary of such date, the Investor may (where the Leaver is a Good Leaver only after consultation with the Board) direct the Company by an Investor Direction immediately to serve a notice on a Leaver notifying him that he is, with immediate effect, deemed to have served one or more Transfer Notices in respect of such number and class of his Leaver's Shares as is specified in the Investor Direction being the Leaver Percentage (the "Sale Shares")

42 TRANSFER ARRANGEMENTS IN RESPECT OF LEAVER PERCENTAGE

42 1 Save as otherwise set out in these Articles the Sale Price at which a Leaver shall transfer the Leaver Percentage which in the case of a Good Leaver shall be that percentage of the Sale Shares specified in the Investor Direction if served pursuant to 41 5 above but otherwise shall be

42 1 1 in the case of Gary Beresforde and/or Jane Beresforde being a Very Bad Leaver the Leaver Percentage shall be valued at the sum of £1 in aggregate,

42 1 2 in the case of any Ordinary Shareholder being a Very Bad Leaver the Leaver Percentage shall be valued at the lower of Issue Price and the Fair Price,

42 1 3 in the case of any Leaver other than a Very Bad Leaver and/or a Good Leaver in respect of which an Investor Direction has not been served pursuant to Article 41 5

- 42 1 3 1 in respect of the Leaver Percentage the price per share shall be the lower of the Issue Price and the Fair Price, and
 - 42 1 3 2 in respect of the balance of the Leaver's Shares the price per share shall be the Restricted Share Price,
 - 42 1 4 in the case of any Leaver being a Good Leaver in respect of which an Investor Direction has been served pursuant to Article 41 5 the price per share shall be the Fair Price The Fair Price shall be calculated on the Leaving Date,
- 42 2 On a return of assets or capital reduction or otherwise (except upon the redemption of shares of any class or the purchase by the Company of its own shares) or in the event of a Sale or Listing the holders of any Restricted Shares shall be entitled to the Restricted Share Price
- 42 3 If the Fair Price shall be determined by an Independent Expert -
 - 42 3 1 the Company shall immediately instruct the Independent Expert to determine the Fair Price on the basis which, in the Independent Expert's opinion, represents a fair price for the Leaver's Shares at the Leaving Date as between a willing seller and a willing buyer on a going concern basis and, in making such determination, the Independent Expert shall ignore the fact that such Leaver's Shares represent (if such be the case) a minority interest in the share capital of the Company and can be subject to the compulsory transfer requirements of Article 41 (Transfers of Shares) and Article 44 (Tag Along and Come Along)) and shall ignore any other restrictions to which the Leaver's Shares are otherwise subject to,
 - 42 3 2 the Independent Expert shall certify the Fair Price as soon as possible after being instructed by the Company and in so certifying the Independent Expert shall be deemed to be acting as expert and not as arbitrator and the Arbitration Act 1996 shall not apply,
 - 42 3 3 the certificate of the Independent Expert shall, in the absence of manifest error, be final and binding, and
 - 42 3 4 the Company shall procure that any certificate required hereunder is obtained with due expedition and the cost of obtaining such certificate shall be borne by the Company unless (i) such an arrangement would not be permitted by the Act or (ii) the Fair Price as determined by the Independent Expert is the same as, or within 10% of, that price (if any) which the Company had previously notified to the Leaver as being in its opinion the Fair Price, in which event the costs shall be borne by the Leaver

- 42 4 If a person who is deemed to have given a Transfer Notice pursuant to Article 41 5 has not transferred such Shares in accordance with the Transfer Notice within 30 days of the date on which the Transfer Notice is deemed to have been given the Company is unconditionally and irrevocably authorised to appoint any person as agent for the holder of such shares to execute an instrument of transfer of such Shares in the name and on behalf of the holder of such Shares and thereafter, when the instrument has been duly stamped, the Company shall cause the name of the transferee to be entered in the register of members as the holder of such Shares
- 42 5 With effect from the Leaving Date, unless an Investor Majority stipulates otherwise in writing, none of the Leaver's Shares and any shares issued to the Leaver after the Leaving Date (not being limited to the Leaver Percentage) (such shares being referred to as "**Restricted Shares**") shall until such time as he completes the transfer of his Shares in accordance with this Article 42 entitle him to receive notice of, attend or vote at any general meeting of the Company or meeting of the holders of shares of the same class and such shares shall not be counted in quorum or counted in determining the total number of votes which may be cast at any such meeting or for the purposes of a written resolution of any members or class of members

43 **PRE-EMPTION RIGHTS**

- 43 1 The Investors may, within thirty days of the Start Date, direct the Company by an Investor Direction to offer at the Sale Price such number of Sale Shares to a Warehouse, an Employee Trust or the Company (the "**Offeree**") as may be specified in the Investor Direction. If the Offeree applies for any of them within 6 weeks after the Start Date, the Company shall (with Investor Consent) within 7 days after such application allocate to the Offeree the number of Sale Shares applied for. If all of the Sale Shares are so allocated, the provisions of Articles 43 2 to 43 8 (inclusive) shall not apply. If none or some only of the Sale Shares are so allocated, the remaining provisions of this Article shall have effect as if references to Sale Shares shall mean those not allocated in accordance with this Article

- 43 2 The Company shall -

43 2 1 on the thirtieth day following the Start Date (or, if that day is not a Business Day, on the next Business Day), if an Investor Direction has not been given pursuant to Article 43 1, or

43 2 2 on the day immediately following the expiry of the 6 week period referred to in Article 43 1 (or, if that day is not a Business Day, on the next Business Day), if an Investor Direction has been given pursuant to Article 43 1,

give notice in writing to each of the Shareholders (other than the Seller or an Excluded Person) offering for sale the Sale Shares at the Sale Price. The notice shall

specify that the Shareholder shall have a period of 25 days from the date of such notice within which to apply for some or all of the Sale Shares. If the Shareholders of more than one class apply for some or all of the Sale Shares, the Sale Shares shall be treated as having been offered to all Shareholders (other than the Seller or any Excluded Person) holding the class of Shares shown in the line relevant to the class of Sale Shares in columns (2), (3) and (4) below in that order of priority -

(1) Sale Shares	(2) Offered first to	(3) Offered second to	(4) Offered third to
A Ordinary	A Ordinary	Ordinary	B Ordinary
B Ordinary	Ordinary	A Ordinary	B Ordinary
B Ordinary (in circumstances where the Holder(s) of such Shares are Very Bad Leaver(s))	A Ordinary and Ordinary (as if one class of share)	B Ordinary	-
Ordinary	Ordinary	A Ordinary	B Ordinary

43 3 The Sale Shares shall be treated as having been offered among each class of Shareholder in proportion (as nearly as may be) to their existing holdings of Shares (excluding Restricted Shares) of the class to which the offer is treated as having been made (the "**Proportionate Allocation**") A Shareholder may, if he so desires, indicate in his application for Sale Shares that he would be willing to purchase a particular number of Shares in excess of his Proportionate Allocation ("**Extra Shares**")

43 4 In respect of each class of Shareholder to whom the Sale Shares are offered, the Company shall allocate the Sale Shares as follows -

43 4 1 if the total number of Sale Shares applied for is equal to or less than the available number of Sale Shares, each Shareholder shall be allocated the number applied for in accordance with his application, or

43 4 2 if the total number of Sale Shares applied for is greater than the available number of Sale Shares, each Shareholder shall be allocated his Proportionate Allocation or such lesser number of Sale Shares for which he has applied and applications or, in the event of such proportions as

equal (as nearly as may be) the proportions of all the Shares of the same class held by such Shareholder

- 43 5 Allocations of Sale Shares made by the Company pursuant to this Article shall constitute the acceptance by the Shareholders to whom they are allocated of the offer to sell those Sale Shares on the terms offered to them, provided that no person shall be obliged to take more than the maximum number of Sale Shares that he has indicated to the Company he is willing to purchase
- 43 6 The Company shall forthwith upon allocating any Sale Shares give notice in writing (a "**Sale Notice**") to the Seller and to each person to whom Sale Shares have been so allocated of the number of Sale Shares so allocated and the aggregate price payable therefor Completion of the sale and purchase of those Sale Shares in accordance with the Sale Notice shall take place within five days after the date of the Sale Notice whereupon the Seller shall, upon payment of the price due in respect thereof, transfer those Sale Shares specified in the Sale Notice to the persons to whom they have been allocated and deliver the relevant Share Certificates
- 43 7 Save in the case of an acquisition of Sale Shares by the Company, if the Seller defaults in transferring any Sale Shares pursuant to Article 43 6 to a person to whom such Shares have been allocated (the "**Allocated Person**"), the Company may receive the relevant purchase money from the Allocated Person and is unconditionally and irrevocably authorised to appoint any person as agent of the Seller to execute an instrument of transfer of such Sale Shares in the name and on behalf of the Seller and thereafter, when the instrument has been duly stamped, the Company shall cause the name of the Allocated Person to be entered in the register of members as the holder of such Sale Shares and shall hold the purchase money on trust (without interest) for the Seller The receipt of the Company for the purchase money shall be a good discharge to the allocated person (who shall not be bound to see to the application thereof) and, after his name has been so entered in the register of members, the validity of the proceedings shall not be questioned by any person In the case of an acquisition of Sale Shares by the Company, if the Seller defaults in transferring any Sale Shares pursuant to Article 43 6, the Company and is unconditionally and irrevocably authorised to appoint any person as agent of the Seller to execute an instrument of transfer of such Sale Shares in the name and on behalf of the Seller and thereafter, when such instrument has been duly stamped, the Company shall cause such share capital to be cancelled in accordance with the Act and shall hold the purchase money on trust (without interest) for the Seller
- 43 8 If not all of the Sale Shares are sold under the pre-emption provisions contained in Articles 43 1 to 43 7 (inclusive), the Company shall (forthwith upon the exhaustion of such provisions) so notify the Seller The Seller shall not be entitled to sell any of the Sale Shares for which no buyer has been found

- 43 9 For the purposes of this Article 43, references to the holders of A Ordinary Shares or the holders of B Ordinary Shares or the holders of Ordinary Shares who are to be offered any shares the subject of a Transfer Notice shall be deemed to be a reference to such of those Shareholders who are on the register at the close of business on the date of the Transfer Notice other than any Shareholder who at any time before such offer is made has given (or is deemed to have given) a current Transfer Notice in respect of any Shares or who is bound under these Articles to give a Transfer Notice in respect of his Shares or any of them
- 43 10 Any purported transfer of Shares otherwise than in accordance with the foregoing provisions of these Articles shall be void and have no effect

44 TAG ALONG AND COME ALONG

44 1 Tag Along

44 1 1 Notwithstanding any other provision of these Articles, no sale or transfer of the legal or beneficial interest in any Shares (the "**Controlling Shares**") may be made or validly registered if as a result of such sale or transfer and registration of the Controlling Shares more than 50% of the Ordinary Shares in the capital of the Company would be obtained or increased by any person (which shall not include a person who is then a Shareholder purchasing shares pursuant to the operation of Article 43 (Pre-emption Rights)) unless -

44 1 1 1 before any sale or transfer is made and validly registered the proposed transferee or his nominee being a bona fide third party or parties has obtained Investor Consent to make, and has thereafter made, an offer (stipulated to be open for acceptance for at least 21 days), on arms length terms, to purchase all the other Equity Shares (including any Shares which may be allotted during the offer period or upon the offer becoming unconditional pursuant to the exercise or conversion of options or rights to subscribe for or securities convertible into shares, in existence at the date of such offer) at, in the case of the Equity Shares, the price per share attributed by the proposed transferee or his nominee for a Controlling Share together with any consideration or benefit receivable by the proposed transferors of the Controlling Shares directly or indirectly for or in connection with the sale or transfer and which offer every offeree shall be bound within 21 days of the making of such offer to him either to accept or reject in

writing (and in default of so doing shall be deemed to have rejected the offer), and

44 1 1 2 before any sale or transfer is made or registered each such accepted offer is completed and the consideration thereunder paid (except insofar as failure to complete is due to the fault of the offeree)

Provided that the provisions of this Article 44 1 shall not apply to the acquisition of Shares pursuant to Article 41 2

44 1 2 For the purpose of Article 44 1 the expressions "transfer" and "transferee" shall include respectively the renunciation of a renounceable letter of allotment and the renounce under any such letter of allotment

44 2 **Come Along**

44 2 1 This Articles 44 2 applies

44 2 1 1 at any time in the event that a Third Party Purchaser enters into an agreement or agreements (the "**Purchase Agreements**") with the Investor Majority and a Shareholder Majority (the "**Selling Shareholders**") providing for the acquisition by the Third Party Purchaser of the Shares held by such Selling Shareholders (the "**Relevant Shares**"), or

44 2 1 2 at any time following the fifth anniversary of the Adoption Date after prior consultation with the Managers a Third Party Purchaser enters into an agreement or agreements (the "**Purchase Agreements**") with the Investor Majority (the "**Selling Shareholders**") providing for the acquisition by the Third Party Purchaser of 75% of the Equity Shares held by the Investor Majority (the "**Relevant Shares**")

44 2 2 The Purchase Agreements shall specify the consideration payable or transferable by the Third Party Purchaser to the Selling Shareholders for each Relevant Share (the "**Basic Consideration**") and, if agreed between the Third Party Purchaser and Selling Shareholders may also specify another form of consideration which all Selling Shareholders may elect to receive as an alternative, in whole or in part, to any part of the Basic Consideration (the "**Alternative Consideration**") The Purchase Agreements shall also contain a provision that they will terminate if the Third Party Purchaser does not give written notice pursuant to Article 44 2 3

- 44 2 3 Within a period of 7 days immediately following the later of -
- 44 2 3 1 the date or the latest of the dates on which the Purchase Agreements is or are entered into, and
- 44 2 3 2 if there are any conditions precedent which the Third Party Purchaser and the Selling Shareholders have agreed are to be satisfied or waived before the Third Party Purchaser gives notice under this Article 44, the date on which such conditions precedent have been satisfied or waived in accordance with the Purchase Agreements,
- 44 2 4 the Third Party Purchaser shall give written notice to Shareholders who are not parties to the Purchase Agreements ("**Other Shareholders**") requiring them to sell all the Shares of any class then held by them (the "**Dragged Shares**") and shall provide to each Other Shareholder with such notice the following documents in the respective forms agreed pursuant to the Purchase Agreements -
- 44 2 4 1 a form of transfer for each class of Dragged Share held by that Other Shareholder,
- 44 2 4 2 a form of power of attorney in relation to the Dragged Shares held by that Other Shareholder authorising the Third Party Purchaser or some other person nominated by the Third Party Purchaser, after completion of the sale of such Dragged Shares to the Third Party Purchaser, to exercise all rights attaching to such Dragged Shares pending registration of the Third Party Purchaser or its nominees as the holder thereof,
- 44 2 4 3 if applicable, a form of election for the Alternative Consideration
- 44 2 5 Following the giving of the Third Party Purchaser of a written notice to each Other Shareholder under Article 44 2 3, each Other Shareholder shall -
- 44 2 5 1 be deemed to have agreed to sell all of his Dragged Shares for an amount per Share equal to the Basic Consideration therefor (with the right, if provided for in the Purchase Agreements, to elect to receive the Alternative Consideration) at the same time and subject to the same conditions precedent as apply to the sale of the Relevant Shares under the Purchase Agreements (except any of such conditions precedent which the Third Party Purchaser

and one or more of the Selling Shareholders agree to waive), and

44 2 5 2 be obliged, within 14 day of the date on which such notice is given or deemed to have been given to him, to deliver up to the Third Party Purchaser the documents provided to him with the written notice pursuant to Article 44 2 3, in each case duly executed by him, together with the original certificates for the Dragged Shares held by him, except that failure to deliver up a duly executed form of election shall have the consequence that he will only be entitled to receive an amount per share equal to the Basic Consideration

44 2 6 If any Other Shareholder fails to comply in full with Article 44 2 4 2 -

44 2 6 1 the Company is unconditionally and irrevocably authorised to appoint any person as agent of that other shareholder to execute documents numbered (i) and, if applicable, (iii) referred to in Article 44 2 3 in the respective forms sent to that Other Shareholder and to deliver such documents to the Third Party Purchaser (or its agents) and, against receipt by the Company (on trust for that Other Shareholder) of the consideration receivable for the Dragged Shares held by that Other Shareholder, to register the Third Party Purchaser or its nominees as the holder thereof, and after the Third Party Purchaser or its nominees have been registered as the holder thereof the validity of such proceedings shall not be questioned by any person, and

44 2 6 2 the Chairman of any general, class or other meeting of the Company shall, pending registration of the Third Party Purchaser or its nominees as the holder of the Dragged Shares held by that Other Shareholder, be deemed to have received from that Other Shareholder an irrevocable form of proxy, regardless of that Other Shareholder's attendance at any such meeting, in respect of those Dragged Shares held by that Other Shareholder to attend such meeting and to vote in that Other Shareholder's name, both on a show of hands and on a poll, and the chairman shall be entitled to exercise the voting rights attached to such Dragged Shares as he thinks fit

44 2 7 Completion of the sale to the Third Party Purchaser of Dragged Shares by the Other Shareholders shall take place, and the payment and/or transfer by the Third Party Purchaser of the Consideration therefor shall be made, in accordance with the Purchase Agreements

44 2 8 For the purpose of ensuring -

44 2 8 1 that no Third Party Purchaser has acquired or may acquire a Controlling Interest otherwise than as permitted by this Article (and to that end for the purpose of determining whether one person is a Connected person of another), or

44 2 8 2 that a price offered or proposed to be offered for any Dragged Shares is the Basic Consideration (with the right, if provided for in the Purchase Agreements, to elect to receive the Alternative Consideration),

the Directors or the Investors may from time to time require any Shareholder to furnish to the Company or the Investors for the time being such information and evidence as the Directors or the Investors may reasonably think fit regarding any matter which they may deem relevant for such purposes

45 COMPLIANCE

45 1 For the purpose of ensuring compliance with the transfer provisions of these Articles, the Directors shall immediately (on an Investor Direction) and may (with Investor Consent) require any Leaver or other Shareholder to procure (to the extent he is able) that

45 1 1 he,

45 1 2 any proposed transferee of any Shares, or

45 1 3 such other person as is reasonably believed to have information and/or evidence relevant to that purpose,

provides to the Directors any information and/or evidence relevant to that purpose and until that information and/or evidence is provided the Directors shall refuse to register any relevant transfer of Shares (except with Investor Consent)

45 2 Each Ordinary Shareholder and B Ordinary Shareholder unconditionally and irrevocably authorises the Company to appoint any person as his agent to give effect to the provision of these articles

46 TRANSMISSION OF SHARES

- 46 1 If title to a Share passes to a Transmittée, the Company may only recognise that Transmittée as having any title to that Share
- 46 2 A Transmittée who produces such evidence of entitlement to Shares as the Directors may properly require
- 46 2 1 may, subject to the other provisions of these articles, choose either to become the Holder of those Shares or to have them transferred to another person, and
- 46 2 2 subject to Article 46 3 and the other provisions of these articles and pending any transfer of those Shares to another person, has the same rights as the Holder had
- 46 3 A Transmittée does not have the right to attend or vote at a general meeting or agree to a proposed written resolution, in respect of any Shares to which he is entitled by reason of the Holder's death or bankruptcy or otherwise, unless that Transmittée becomes the Holder of those Shares

47 EXERCISE OF TRANSMITTEES' RIGHTS

- 47 1 A Transmittée who wishes to become the Holder of any Shares to which he has become entitled must notify the Company in Writing of that wish
- 47 2 If a Transmittée wishes to have a Share transferred to another person, that Transmittée must execute a Transfer Form in respect of it
- 47 3 Any transfer made or executed under this Article 47 is to be treated as if it were made or executed by the person from whom the Transmittée has derived rights in respect of the relevant Share and as if the event which gave rise to the transmission had not occurred

48 TRANSMITTEES BOUND BY PRIOR NOTICES

If a notice is given to a Shareholder in respect of any Shares and a Transmittée is entitled to those Shares, that Transmittée is bound by the notice if it was given to that Shareholder before that Transmittée's name has been entered in the register of members as Holder of those Shares

49 PROCEDURE FOR DECLARING DIVIDENDS

- 49 1 The Company may by Ordinary Resolution, with Investor Consent, declare dividends and the Directors may decide to pay interim dividends

- 49 2 Subject to Article 72, a dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.
- 49 3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights.
- 49 4 Unless
- 49 4 1 the Shareholders' resolution to declare, or Directors' decision to pay, a dividend, or
- 49 4 2 the terms on which Shares are issued,
- specify otherwise, each dividend must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.
- 49 5 If the Company's share capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.
- 49 6 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 49 7 If the Directors act in good faith, they do not incur any liability to the Holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights.

50 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be Paid by one or more of the following means:

- 50 1 transfer to a bank or building society account specified by the relevant Distribution Recipient in Writing,
- 50 2 sending a cheque made payable to the relevant Distribution Recipient by post to him at his registered address (if he is a Holder of the Share), or (in any other case) to an address specified by him in Writing,
- 50 3 sending a cheque made payable to such person by post to such person at such address as the relevant Distribution Recipient has specified in Writing, or
- 50 4 any other means of payment as the Directors agree with the relevant Distribution Recipient in Writing.

51 NO INTEREST ON DISTRIBUTIONS

The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by

- 51 1 the terms on which that Share was issued, or
- 51 2 the provisions of another agreement between the Holder of that Share and the Company

52 UNCLAIMED DISTRIBUTIONS

- 52 1 All dividends or other sums which are
 - 52 1 1 payable in respect of Shares, and
 - 52 1 2 unclaimed after having been declared or become payable,
may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed
- 52 2 The payment of any unclaimed dividend or other sum into a separate account does not make the Company a trustee in respect of it
- 52 3 If
 - 52 3 1 12 years have passed from the date on which a dividend or other sum became due for payment, and
 - 52 3 2 the relevant Distribution Recipient has not claimed it,
that Distribution Recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company

53 NON-CASH DISTRIBUTIONS

- 53 1 Subject to the terms of issue of the Share in question, the Company may, by Ordinary Resolution on the recommendation of the Directors (and with Investor Consent), decide to pay all or part of a dividend or other distribution payable in respect of that Share by transferring non-cash assets of equivalent value (including Shares or other securities in any company)
- 53 2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution
 - 53 2 1 fixing the value of any assets,
 - 53 2 2 paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients, and
 - 53 2 3 vesting any assets in trustees

54 WAIVER OF DISTRIBUTIONS

Any Distribution Recipient may waive his entitlement to a dividend or other distribution payable in respect of any Share by giving the Company notice in Writing to that effect, but if

- 54 1 that Share has more than one Holder, or
- 54 2 more than one person is entitled to that Share (whether by reason of the death or bankruptcy of one or more joint Holders or otherwise),

the notice is not effective unless it is expressed to be given and signed, by all the Holders or persons otherwise entitled to that Share

55 **AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS**

- 55 1 Subject to the other provisions of these articles, the Directors may, if they are so authorised by an Ordinary Resolution (and with Investor Consent)

55 1 1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve, and

55 1 2 appropriate any sum which they decide to capitalise in accordance with Article 55 1 1 (a "**Capitalised Sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "**Persons Entitled**") and in the same proportions

- 55 2 Capitalised Sums must be applied

55 2 1 on behalf of the Persons Entitled, and

55 2 2 in the same proportions as a dividend would have been distributed to them

- 55 3 Any Capitalised Sum may (with Investor Consent) be applied in paying up new Shares of a nominal amount equal to the Capitalised Sum which are then allotted credited as Fully Paid to the Persons Entitled

- 55 4 A Capitalised Sum which was appropriated from profits available for distribution may (with Investor Consent) be applied in paying up new debentures of the Company which are then allotted credited as Fully Paid to the Persons Entitled

- 55 5 Subject to the other provisions of these articles, the Directors may (with Investor Consent)

55 5 1 apply Capitalised Sums in accordance with Articles 55 3 and 55 4 partly in one way and partly in another,

55 5 2 make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article 55 (including the issuing of fractional certificates or the making of cash payments), and

- 55 5 3 authorise any person to enter into an agreement with the Company on behalf of all the Persons Entitled which is binding on them in respect of the allotment of Shares and debentures to them under this Article 55

56 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 56 1 A person is able to exercise the right to speak at a general meeting when he is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which he has on the business of the meeting
- 56 2 A person is able to exercise the right to vote at a general meeting when
- 56 2 1 he is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- 56 2 2 his vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 56 3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it
- 56 4 In determining attendance at a general meeting, it is immaterial whether any two or more persons attending it are in the same place as each other
- 56 5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

57 QUORUM FOR GENERAL MEETINGS

- 57 1 No business other than the appointment of the Chairman of the Meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum
- 57 2 Subject to Article 60 7, two Qualifying Persons in attendance at a general meeting are a quorum, unless
- 57 2 1 each is a Qualifying Person only because he is authorised under section 323 of the Act to act as the representative of a company in relation to that meeting and they are representatives of the same company,
- 57 2 2 each is a Qualifying Person only because he is appointed as proxy of a Shareholder in relation to that meeting and they are proxies of the same Shareholder, or
- 57 2 3 the Qualifying Persons present do not include (whether in person, by proxy, or (in the case of a corporation) by a duly authorised

representative) one or more A Ordinary Shareholders who in aggregate hold more than 50% of the A Ordinary Shares

58 CHAIRING GENERAL MEETINGS

- 58 1 The Chairman shall chair general meetings if present and willing to do so
- 58 2 If the Chairman is unwilling to chair the relevant general meeting or is not present within 10 minutes of the time at which the relevant general meeting was due to start the A Ordinary Shareholders present (whether in person, by proxy, or (in the case of a corporation) by a duly authorised representative) must appoint a Director or Shareholder to chair that meeting and that appointment must be the first business of that meeting

59 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS AT GENERAL MEETINGS

- 59 1 Directors may attend and speak at general meetings whether or not they are Shareholders
- 59 2 The Chairman of the Meeting may permit other persons who are not
 - 59 2 1 Shareholders, or
 - 59 2 2 otherwise entitled to exercise the rights of Shareholders in relation to general meetings,to attend and speak at any general meeting

60 ADJOURNMENT OF GENERAL MEETINGS

- 60 1 If the persons attending a general meeting within 30 minutes of the time at which the meeting was due to start do not constitute a quorum or if during a general meeting a quorum ceases to be present, the Chairman of the Meeting must adjourn it
- 60 2 The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if
 - 60 2 1 that meeting (with Investor Consent) consents to an adjournment, or
 - 60 2 2 it appears to him that an adjournment is necessary to protect the safety of any person attending that meeting or ensure that the business of that meeting is conducted in an orderly manner
- 60 3 The Chairman of the Meeting must adjourn a general meeting if directed to do so by that meeting

- 60 4 When adjourning a general meeting, the Chairman of the Meeting must
- 60 4 1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors (with Investor Consent), and
 - 60 4 2 have regard to any directions as to the time and place of any adjournment which have been given by that meeting
- 60 5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)
- 60 5 1 to the same persons to whom notice of the Company's general meetings is required to be given, and
 - 60 5 2 containing the same information which such notice is required to contain
- 60 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the relevant general meeting if the adjournment had not taken place
- 60 7 If a general meeting is adjourned due to it not being quorate and if at the adjourned general meeting a quorum is not present within 30 minutes of the time at which the meeting was due to start, those Shareholders present shall constitute a quorum

61 VOTING AT GENERAL MEETINGS: GENERAL

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these articles

62 ERRORS AND DISPUTES

- 62 1 No objection may be raised to the qualification of any person voting at a general meeting except at that meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at that meeting is valid
- 62 2 Any objection pursuant to Article 62 1 must be referred to the Chairman of the Meeting, whose decision is final

63 POLL VOTES

- 63 1 A poll on a resolution may be demanded
- 63 1 1 in advance of the general meeting where it is to be put to the vote, or
 - 63 1 2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared

- 63 2 A poll may be demanded by
 - 63 2 1 the Chairman of the Meeting,
 - 63 2 2 the Directors,
 - 63 2 3 two or more persons having the right to vote on the relevant resolution, or
 - 63 2 4 a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the relevant resolution,
 - 63 2 5 an A Ordinary Shareholder
- 63 3 A demand for a poll may be withdrawn if
 - 63 3 1 the poll has not yet been taken, and
 - 63 3 2 the Chairman of the Meeting consents to the withdrawal
- 63 4 Polls must be taken immediately and in such manner as the Chairman of the Meeting directs

64 **CONTENT OF PROXY NOTICES**

- 64 1 Proxies may only validly be appointed by a notice in Writing (a **"Proxy Notice"**) which
 - 64 1 1 states the name and address of the Shareholder appointing the proxy,
 - 64 1 2 identifies the person appointed to be the proxy and the general meeting in relation to which he is appointed,
 - 64 1 3 is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine, and
 - 64 1 4 is delivered to the Company in accordance with these articles and any instructions contained in the notice of the general meeting to which the Proxy Notice relates
- 64 2 The Company may require Proxy Notices to be delivered in a particular form and may specify different forms for different purposes
- 64 3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions
- 64 4 Unless a Proxy Notice indicates otherwise, it must be treated as
 - 64 4 1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the relevant general meeting, and

- 64 4 2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as that general meeting itself

65 DELIVERY OF PROXY NOTICES

- 65 1 Any notice of a general meeting must specify the address or addresses (the “**Proxy Notification Address**”) at which the Company or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in Hard Copy Form or Electronic Form
- 65 2 A Proxy Notice may be delivered to the Proxy Notification Address at any time before the general meeting, adjourned meeting or poll to which it relates
- 65 3 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person
- 65 4 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in Writing given by or on behalf of the person by whom, or on whose behalf, the Proxy Notice was given to the Proxy Notification Address
- 65 5 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the general meeting or adjourned general meeting to which it relates
- 65 6 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by evidence in Writing of the authority of the person who executed it to execute it on the person appointing the proxy's behalf

66 AMENDMENTS TO RESOLUTIONS

- 66 1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if
- 66 1 1 notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before that meeting is to take place (or such later time as the Chairman of the Meeting may determine), and
- 66 1 2 the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution
- 66 2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if
- 66 2 1 the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

66 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

66 3 If the Chairman of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, his error does not invalidate the vote on that resolution

67 MEANS OF COMMUNICATION TO BE USED

67 1 Subject to the other provisions of these articles

67 1 1 anything sent or supplied by or to the Company under these articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company,

67 1 2 and the provisions of the Act, the Company may make any documents or information authorised or required by any provision of these articles or the Act to be sent or supplied by the Company to any Shareholder available on a website, and

67 1 3 any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being

67 2 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent and for the specified time to be less than 48 hours

67 3 Section 1147(5) of the Act shall not apply in relation to documents and information sent or supplied by the Company

68 COMPANY SEALS

68 1 Any common seal may only be used by the authority of the Directors

68 2 The Directors may decide by what means and in what form any common seal is to be used

68 3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, that document must also be signed by at least one Authorised Person in the presence of a witness who attests the signature

69 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Except as provided by law or authorised by the Directors (with Investor Consent) or an Ordinary Resolution of the Company (with Investor Consent), no person is entitled to inspect

any of the Company's accounting or other records or documents merely by virtue of being a Shareholder

70 DIRECTORS' INDEMNITY

70 1 Subject to Article 70 2, a Relevant Director may (with Investor Consent) be indemnified out of the Company's assets against

70 1 1 any liability incurred by him in connection with any negligence, default, breach of duty or breach of trust in relation to any Group Company,

70 1 2 any liability incurred by him in connection with the activities of any Group Company in its capacity as a trustee of any occupational pension scheme (as defined in section 235(6) of the Act),

70 1 3 any other liability incurred by him as an officer of any Group Company

70 2 Article 70 1 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law

71 DIRECTORS' INSURANCE

The Directors may (with Investor Consent) decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Director in respect of any Relevant Loss

72 PRIORITY OF SENIOR LOAN AGREEMENT

Notwithstanding any other provision of these articles, no payment shall be declared or made by the Company by way of dividend or other distribution, purchase, redemption, reduction or return of capital or by addition to or repayment of any dividend reserve if and to the extent that such payment is prohibited or restricted by the terms of the Senior Loan Agreement. No dividends or other distributions payable in respect of any Share, whether pursuant to the provisions of these articles or otherwise, shall constitute a debt enforceable against the Company unless permitted to be paid in accordance with the Senior Loan Agreement (but without prejudice to the accrual of interest for late payment in accordance with the terms of these articles)

