

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

SATURDAY



WRITTEN RESOLUTION OF THE SOLE MEMBER OF

MEDIACO BUSINESS SERVICES LIMITED

(a company registered in England no. 07463997)

("the Company")

CIRCULATION DATE: 15 December 2010

DATE PASSED: 5 January 2011

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the director of the Company proposes that the resolution numbered 1 below is hereby passed as a special resolution and the resolution numbered 2 below is hereby passed as an ordinary resolution (together the "Resolutions")

SPECIAL RESOLUTION

- 1 **That** the articles of association attached to this written resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association

ORDINARY RESOLUTION

- 2 **That**, in accordance with section 551 of the Companies Act 2006 ("the Act"), the Directors be and hereby are generally and unconditionally authorised to allot shares in the Company and grant rights to subscribe for or to convert any security into shares in the Company ("Rights") up to an aggregate nominal amount of £49 provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the date five years following the date this Resolution is passed save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted or Rights to be granted and the Directors may allot shares or grant Rights in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired. This authority is in substitution for all previous authorities conferred on the Directors in accordance with section 80 of the Companies Act 1985 or section 551 of the Act.

AGREEMENT

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

I, the undersigned, being the sole member entitled to vote on the Resolutions on the circulation date set out at the beginning of this document, hereby irrevocably agree to the Resolutions

Richard Shirvell Price
186240-1

Dated: 5 January 2011

NOTES

- 1 You may agree to all of the Resolutions or none of them, but you cannot agree to some only. If you agree with the Resolutions please indicate your agreement by signing and dating this document where indicated above and returning it to the Company's registered office.
- 2 If you do not agree to the Resolutions, you do not need to do anything, you will not be deemed to agree if you fail to reply.
- 3 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
- 4 Unless, by the end of the period of 28 days beginning on the circulation date set out above, 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.
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

Company Number: 07463997

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF
MEDIACO BUSINESS SERVICES LIMITED

(Adopted on 5 January 2011)

Ref EJB/OC111.1



No 1 Colmore Square, Birmingham, B4 6AA
T 44(0)870 763 2000 F 44(0)870 763 2001 DX 721090 Birmingham 43
Also At 35 New Bridge St, London, EC4V 6BW
T 44(0)870 763 2000 F 44(0)870 763 2001 DX 42 London Chancery Lane
www.martineau-uk.com Email lawyers@martineau-uk.com

TABLE OF CONTENTS

1	APPLICATION OF MODEL ARTICLES	1
2	INTERPRETATION	1
3	SHARE CAPITAL	6
4	SHARE RIGHTS	6
5	ISSUE OF SHARES	8
6	VARIATION OF CLASS RIGHTS	8
7	LIEN	10
8	REGISTRATION OF TRANSFERS	10
9	TRANSFERS PURSUANT TO OFFERS MADE UPON A CHANGE OF CONTROL OR PURSUANT TO DRAG ALONG RIGHTS	11
10	PERMITTED TRANSFERS	11
11	PRE-EMPTION RIGHTS	11
12	MANDATORY TRANSFERS	14
13	EVIDENCE OF COMPLIANCE	15
14	EVIDENCE OF AUTHORISATION	15
15	TAG ALONG	15
16	DRAG ALONG	17
17	PROCEEDINGS AT GENERAL MEETINGS	18
18	ALTERNATE DIRECTORS	18
19	APPOINTMENT AND REMOVAL OF DIRECTORS	18
20	DIRECTORS AND THEIR POWERS	19
21	PROCEEDINGS OF DIRECTORS	19
22	THE INVESTOR DIRECTOR	20
23	STEP IN RIGHTS	21
24	DIRECTORS' BORROWING POWERS	22
25	NOTICES	22
26	TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY	22
27	ACTUAL OR POTENTIAL CONFLICTS	23
28	WRITTEN RESOLUTIONS	25
29	INDEMNITY & INSURANCE	25

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF
MEDIACO BUSINESS SERVICES LIMITED
("the Company")

1 APPLICATION OF MODEL ARTICLES

- 1.1 The model articles of association for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended at the date of adoption of these articles ("**the Model Articles**") shall apply to the company save in so far as they are excluded or modified by these articles.
- 1.2 Notwithstanding that the company is a private company, certain articles contained in the model articles of association for public companies contained in Schedule 3 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended at the date of adoption of these articles ("**the Model PLC Articles**") shall apply to the company, but only where expressly incorporated into these articles. Where so expressly incorporated, any reference in a Model PLC Article to a "**member**" shall in these articles be deemed to be a reference to a "**shareholder**".

2 INTERPRETATION

- 2.1 Without prejudice to any other definitions contained elsewhere in these articles, the following words and expressions shall in these articles have the meanings set out or referred to opposite each respectively (unless the context otherwise requires).

"the Act"	means the Companies Act 2006;
"Acceptance Period"	the period during which an offer made under Article 11.7 is open for acceptance,
"Agreed Terms"	the form signed or initialled on behalf of the Company and by Martineau on behalf of the "A" Ordinary Shareholders;
"Auditors"	the auditors for the time being of the Company,
"A" Ordinary Shareholders"	the holders for the time being of the issued "A" Ordinary Shares,
"A" Ordinary Shares"	the "A" ordinary shares of £0.25 each in the capital of the Company and having the rights ascribed thereto as set out

	in these Articles,
“Bad Leaver”	means any person who was, but has ceased to be an officer or employee of the Company (so that he is no longer either an officer or an employee of the Company),
“Beneficial Owner”	as defined in Article 10 2,
“the Called Shareholders”	as defined in Article 16 1,
“the Companies Acts”	as defined in the 2006 Act,
“company”	includes any body corporate,
“Connected”	as defined by Section 993 of the Tax Act, provided however that any determination of fact as to whether two or more persons are acting together shall, in the absence of any ruling by the HMRC, be made by the tax advisers appointed by Octopus acting as experts and not as arbitrators and whose certificate or certificates from time to time shall be final and binding on the Company and all shareholders,
“Conflicting Situation”	has the meaning given in article 27 1;
“Conflicting Transaction”	has the meaning given in article 26.1,
“Connected”	has the meaning given to such word by sections 993 and 994 of the Income Tax Act 2007,
“the Directors”	the directors for the time being of the Company or (as the context shall require) any of them (each a “Director”) acting as the board of directors of the Company,
“Directors’ Employment Contracts”	any contract of employment or services between a Director and the Company from time to time,
“the Drag Along Notice”	as defined in Article 16 2,
“the Drag Along Price”	as defined in Article 16 1,
“the Drag Along Right”	as defined in Article 16 1;
“eligible director”	means in relation to any matter a director who would be entitled to vote on the matter concerned at a meeting of directors, but excluding any director whose vote is not to be counted in respect of the matter concerned,
“Employee Member”	as defined in Article 12.2,

"Equity Shares"	Ordinary Shares and "A" Ordinary Shares,
"Equity Shareholders"	the holders for the time being of issued Equity Shares,
"equity share capital", "subsidiary" and "holding company"	shall have the meanings set out in Sections 548 and 1159 of the 2006 Act,
"Excluded Person"	<ul style="list-style-type: none"> (i) any Member (or other person entitled to a share in the manner set out in Article 12 1) whom the Directors are entitled under Article 12 1 or Article 14 to require to give a Transfer Notice (but only throughout such time as the Directors are entitled to require him to give a Transfer Notice), and/or (ii) any Member or other person who has been required to give a Transfer Notice under Article 12 1 or Article 14 (whether or not that requirement has been complied with),
"Investor Director"	a person appointed as a director of the Company pursuant to Article 22 1;
"the Investment Agreement"	the investment agreement in Agreed Terms to be entered into on the date hereof between Octopus (1), Richard Price (2) and the Company (3);
"Investor's Loan"	the loan advanced by Octopus to the Company pursuant to the Investment Agreement,
"Issue Price"	the aggregate amount paid up (or credited as paid up) in respect of the nominal value thereof and any share premium thereon,
"Listed or Listing"	<ul style="list-style-type: none"> (i) the admission of all or any of the shares in the capital of the Company (or any part thereof) to the Official List of the UK Listing Authority and the admission of all or any of such shares to trading on the main market of the London Stock Exchange, or (ii) the same being admitted to trading on the Alternative Investment Market, or (iii) the same being admitted to trading on the Alternative Investment Market or any recognised investment exchange as defined by Section 285 of the Financial Services and Markets Act 2000, or (iv) the same being admitted to trading on the New York or American Stock Exchange or the NASDAQ National market in the United States of America, or (v) the same being admitted to trading on the Neuer Market; or

	(vi) the same being admitted to trading on such other stock exchange as Octopus may agree with the Offeror;
"Lower Price"	the price per share at which such shares are issued following the issue of "A" Ordinary Shares pursuant to the provisions of the Investment Agreement where the Company issue equity share capital at a price per share which is less than the Issue Price;
"Mandatory Transfer Date"	in respect of an Employee Member, the date of cessation of full time employment (under Article 12 2),
"Member"	a holder of Equity Shares;
"a Member of the same Group"	as regards any company, a company which is for the time being a holding company or a subsidiary of that company or of any such holding company,
"Model Articles"	has the meaning given in article 1,
"Model PLC Articles"	has the meaning given in article 1,
"Octopus"	Octopus VCT plc a company registered in England and Wales with number 06948448, whose registered office is at 20 Old Bailey, London, EC4M 7AN;
"Offer"	either <ul style="list-style-type: none"> (i) an offer to purchase all the Equity Shares other than those already held by the Offeror and/or any persons acting in concert with him (as defined in the City Code on Take-overs and Mergers), or (ii) the entering into of one or more agreements which will result in any persons who are acting in concert (as defined above) acquiring all the Equity Shares, which agreements are unconditional or subject only to conditions in the sole control of any or all of the persons who are acting in concert; <p>in each case being an offer or agreement which is approved by Octopus as being an offer or an agreement to which Article 16 does not apply;</p>
"the Offeror"	as defined in Article 16.1,
"Ordinary Shares"	the ordinary shares of £0.25 each in the capital of the Company and having the rights ascribed thereto as set out in these Articles,

"Ordinary Shareholders"	the holders for the time being of the issued Ordinary Shares;
"the Prescribed Price"	the price per Sale Share agreed or determined pursuant to Article 11.4 or, determined pursuant to Article 11.5 or as the case may be, the price per Sale Share specified by Octopus pursuant to a transfer made in accordance with Article 10.1;
"Proposing Transferee"	as defined in Article 15.1,
"Proposing Transferor"	a Member proposing to transfer or dispose of Equity Shares or any interest therein,
"Purchaser"	a Member willing to purchase Equity Shares comprised in a Transfer Notice;
"the Relevant Transaction"	as defined in Article 15.1,
"Sale"	completion of the transaction(s) by which an Offer has arisen;
"the Sale Shares"	all Equity Shares comprised in a Transfer Notice;
"Tax Act"	the Income Tax Act 2007 as amended,
"Transfer Notice"	a written notice served by a Member on the Company, in accordance with Article 11 or deemed to have been served pursuant to either Article 12 or Article 13,
"VCT Legislation"	Section 416 of the Income and Corporation Taxes Act 1988 and Chapter 4, Part 6 of the Tax Act, and
"the Vendors"	as defined in Article 16.1

- 2.2 Save as otherwise specifically provided in these articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these articles.
- 2.3 Any reference in these articles to any provision of any statute or to any other legislative provision shall be deemed to include a reference to any statutory or other legislative modification or re-enactment of that provision from time to time in force
- 2.4 In these articles, where the context so permits, words importing the singular number shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter and vice versa; words importing persons shall include bodies corporate, unincorporated associations and partnerships
- 2.5 The headings to each of the articles are inserted for ease of reference only and shall not affect the construction or interpretation of these articles

2.6 A references in these articles to an “**article**” followed by a particular number is a reference to the relevant article of these articles bearing that number. A reference in these articles to a “**Model Article**” followed by a particular number is a reference to the relevant article of the Model Articles bearing that number. A reference in these articles to a “**Model PLC Article**” followed by a particular number is a reference to the relevant article of the Model PLC Articles bearing that number

2.7 Where provisions of the Model PLC Articles are expressly incorporated into these articles, words and expressions ascribed a particular meaning by the Model PLC Articles shall have the same meanings in these articles in relation thereto.

2.8 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

3 **SHARE CAPITAL**

In these Articles, unless the context requires otherwise, references to Equity Shares shall include shares of those respective classes issued after the date of adoption of these Articles.

4. **SHARE RIGHTS**

The Equity Shares shall have, and be subject to, the following rights and restrictions

4.1 **Income**

4.1.1 The distribution of any profits of the Company shall require the prior approval of the Members by special resolution.

4.1.2 The profits of the Company which the Company may so resolve to distribute shall be distributed amongst the holders of Ordinary Shares and “A” Ordinary Shares *pari passu* as if the Ordinary Shares and “A” Ordinary Shares constituted one class of shares in proportion to the amounts paid up or credited as paid up in relation to the nominal value only on the Ordinary Shares and “A” Ordinary Shares held by them respectively

4.1.3 No dividend shall be payable (unless the “A” Ordinary Shareholders consent in writing (such consent not to be unreasonably withheld or delayed)) on the Ordinary Shares and “A” Ordinary Shares unless on the proposed payment date all amounts of capital and interest on the Investor’s Loan which have by then become due and payable have been paid in full.

4.1.4 Notwithstanding the foregoing in order to comply with the VCT Legislation no single company which is a holder of Ordinary Shares and/or “A” Ordinary Shares shall (together with any Connected person) be entitled to receive, if the whole of the income of the Company were in fact distributed among its participators (without regard to any rights which any holder has as a loan creditor or by reason of that holder’s possession of, or entitlement to acquire relevant fixed-rate preference shares), more than 50% of the amount so distributed. For these purposes the expressions “participator” and “loan creditor” shall bear the meanings respectively given to them by section 253 of the Tax Act and the expression “relevant fixed rate preference shares” shall bear the meaning given by Chapter 4, Part 6 of the Tax Act.

4.1.5 Model Articles 30 to 34 (inclusive) shall be subject to this Article 4.1

4 2 Capital

4 2 1 On a return of assets on a liquidation or capital reduction or similar, the assets of the Company remaining after the payment of its liabilities shall be:

4 2 1 1 first, applied in paying to each holder of Equity Shares the Issue Price of such shares (and if the assets are insufficient to make such payment in full then the assets shall be distributed amongst the holders of Equity Shares in the proportion which the Issue Price paid by each of them bears to the aggregate Issue Price paid by all such holders of Equity Shares,

4 2 1 2 secondly, the balance of such assets on a liquidation or capital reduction or similar shall be distributed amongst the holders of Ordinary Shares and "A" Ordinary Shares (pari passu as if the same constituted one class of shares) in proportion to the amounts paid up or credited as paid up in relation to the nominal value only of the Ordinary Shares and "A" Ordinary Shares held by them respectively

4.2.2 The proceeds of any Sale of the Company shall be distributed amongst the holders of the Equity Shares in the same priority as set out in Article 4 2 1 as if the proceeds of such Sale represented all of the assets of the Company available for distribution to the holders. For the avoidance of doubt, in the event of a Sale, this Article 4 2 2 shall apply notwithstanding anything to the contrary in the terms of such Sale (unless all the holders of the Equity Shares immediately prior to the Sale have agreed in writing to the contrary expressly for the purposes of this provision), whether in the agreement for Sale or otherwise

4 2 3 Notwithstanding any of the foregoing in order to comply with the VCT Legislation no single company which is a holder of Ordinary Shares and/or "A" Ordinary Shares shall (together with any Connected person) be entitled (otherwise than by reason of that holder's possession of, or entitlement to acquire relevant fixed-rate preference shares) on a return of assets on a liquidation or capital reduction or otherwise to receive more than 50% of the capital available for payment to all members. For those purposes the expression "relevant fixed-rate preference shares" shall bear the meaning given by Chapter 4, Part 6 of the Tax Act

4 3 Voting

Subject to the special rights or restrictions as to voting attached to any shares:

4 3 1 on a show of hands every holder of Ordinary Shares and/or "A" Ordinary Shares who (being an individual) is present in person or (being a corporation) is present by a representative shall have one vote;

4 3 2 on a poll every Ordinary Shareholder and every "A" Ordinary Shareholder who is present in person or by a proxy or (being a corporation) by a representative shall have one vote for every Ordinary Share and every "A" Ordinary Share of which he is the holder, and

4.3.3 notwithstanding the foregoing in order to comply with the VCT Legislation no single company which is a holder of Ordinary Shares and/or "A" Ordinary Shares shall (together with any Connected person) be entitled to exercise more than 50% of the voting rights attaching to the equity share capital of the Company

5 ISSUE OF SHARES

- 5 1 Subject to Articles 5.2, 5.3 and 5.4, any new shares shall before they are issued be offered to the Ordinary Shareholders and the "A" Ordinary Shareholders in proportion to the number of Ordinary Shares and/or "A" Ordinary Shares held by them (and for the purposes of this Article 5 1 the Ordinary Shares and the "A" Ordinary Shares shall be treated as if they constituted one class of share).

The offer shall be made by notice in writing and shall specify the number and class of shares offered and the price per share (which shall be the same price per share) and stating a time (not being less than thirty days or greater than forty-two days) within which the Offer, if not accepted, will be deemed to be declined. After the expiration of such time, or on the receipt of an indication from the person to whom the offer is made that he declines to accept the shares offered or any of them, the Directors shall offer the shares declined in like manner to the Equity Shareholders who have agreed to subscribe for all the shares offered to them. If the shares comprised in such further offers are declined or deemed to be declined the further offers shall be withdrawn.

- 5.2 The provisions of Article 5 1 shall not apply to the issue of shares pursuant to the Investment Agreement and may in any event be disapplied in relation to any class of shares by special resolution (subject to Article 6 2 9)

- 5 3 Subject to this Article 5 and to the provisions of Section 549 of the Act, the shares in the capital of the Company shall be at the disposal of the Directors who may issue, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, provided that no shares shall be issued at a discount and that

- 5.3.1 no shares to which Article 5 1 applies shall be issued more than three months after the expiry of the period for acceptance of the last offer of such shares made under Article 5 1 unless the procedure set out in Article 5.1 is repeated in respect of such shares (and so that the time limit set out in this Article 5 3 1 shall apply equally to any repetition of that procedure), and

- 5 3 2 no shares shall be issued at a price less than that at which they were offered to the Members in accordance with Article 5.1 and if the Directors are proposing to issue such shares wholly or partly for a non-cash consideration the cash equivalent of such consideration for the purposes of this sub-paragraph shall be as reasonably determined by the Auditors who shall act as experts and not as arbitrators and whose determination shall be final and binding on the Company and each of its members, and

- 5 3 3 no shares shall be issued to any person who is not already a party to the Investment Agreement unless that person has first executed and delivered to the Company a Deed of Adherence; and

- 5 4 The provisions of Section 561(1) and 562(1) to (6) of the Act shall not apply to the Company

6. VARIATION OF CLASS RIGHTS

- 6 1 Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding-up.

- 6.1.1 in the case of the Ordinary Shareholders, with the consent in writing of the holders of at least three-fourths of the issued shares of the class or with the sanction of an extraordinary resolution passed at a separate meeting of the holders of that class, but not otherwise, and,
- 6.1.2 in the case of the "A" Ordinary Shareholders with the consent in writing of "A" Ordinary Shareholders or with the sanction of an unanimous resolution passed at a meeting of the holders of the "A" Ordinary Shares. To every such separate meeting all the provisions of these Articles relating to general meetings of the Company shall apply (*mutatis mutandis*) except that
- 6.1.3 the necessary quorum shall be at least two persons holding or representing by proxy at least one-third in nominal amount of the issued shares of the class, but so that at any adjourned meeting of such holders at which such a quorum is not present the holder or holders present shall be a quorum, and
- 6.1.4 the holders of shares of the class in question shall on a poll have one vote in respect of every share of the class held by them respectively
- 6.2 Without prejudice to the generality of this Article, it is a term of issue of the "A" Ordinary Shares that the following events shall be deemed to be an attempted variation of the rights attaching to such shares and shall therefore require class consent in accordance with Article 6.1
- 6.2.1 any alteration or variation of any of the rights attached to any of the shares for the time being in the capital of the Company,
- 6.2.2 any resolution to wind-up the Company or any subsidiary of the Company;
- 6.2.3 any increase in the issued capital of the Company other than the issue of "A" Ordinary Shares pursuant to the Investment Agreement,
- 6.2.4 any reduction (other than pursuant to a Purchase of Own Shares Option) or sub-division or consolidation of the authorised or issued share capital of the Company,
- 6.2.5 the grant by the Company of a right to subscribe for or to convert securities into shares in the capital of the Company or pursuant to the Investment Agreement,
- 6.2.6 the application by way of capitalisation of any sum in or towards paying up any debenture or debenture stock of the Company;
- 6.2.7 the redemption of any of the Company's shares or the entering into of a contract by the Company to purchase any of its shares other than pursuant to a Purchase of Own Shares Option,
- 6.2.8 any alteration of the Company's memorandum or articles of association,
- 6.2.9 the passing of any special resolution, or
- 6.2.10 the calling of a meeting of the Company to effect or approve any matter which would by virtue of this Article 6.2 be a variation of such class rights,
- 6.2.11 reregistration as a public company;

6.2.12 the subscription for or other acquisition of shares in any company, the acquisition of all or substantially all of the assets of any other company or of any unincorporated business, the disposal of any share in any other company, the disposal of the Company's undertaking and assets or any substantial part thereof or the making of any capital investment in any partnership or the disposal of any such interest,

6.2.13 any act or transaction committed or proposed to be committed by a Director within the terms of Article 21.8.

7 LIEN

7.1 The Company shall have a first and paramount lien on every share (whether or not fully paid) for all and any indebtedness of any holder thereof to the Company (whether a sole holder or one of two or more joint holders) in respect of the shares concerned

7.2 The Company's lien over a share takes priority over any third party's interest in that share and extends to any dividend or other money payable by the Company in respect of that share, and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that share

7.3 The Directors may at any time decide that a share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part

7.4 Model PLC Article 53 shall apply to the Company and shall govern the enforcement of the Company's lien, save that.

7.4.1 in Model PLC Article 53(2)(c), the word "clear" shall be inserted between the words "14" and "days"; and

7.4.2 in Model PLC Article 53(4)(b), the words "a suitable indemnity" shall be deleted and replaced by the words "an indemnity in a form reasonably satisfactory to the Directors" and the words "over the shares before the sale for any money payable in respect of the shares" shall be deleted and replaced by the words "for any money payable (whether payable immediately or at some time in the future) as existed upon the shares before the sale in respect of all shares registered in the name of such person (whether as the sole registered holder or as one of several joint holders)"

8 REGISTRATION OF TRANSFERS

8.1 The Directors shall be required (subject only to Article 8.2) to register promptly any transfer of shares made in accordance with the provisions of these Articles provided in all cases a Deed of Adherence duly executed by all relevant parties is laid before the meeting at which the transfer is to be approved, but shall not register any transfer of shares otherwise. Model Article 26(5) shall not apply to the Company

8.2 For so long as Octopus is a member of the Company, the Directors shall not register a transfer of Ordinary Shares unless they have prior written consent to approve the transfer from Octopus in a form reasonably acceptable to it

8.3 In addition to the circumstance set out in Model Article 21, the Directors may refuse to register a transfer of a share to a bankrupt, a minor or a person of unsound mind

9 **TRANSFERS PURSUANT TO OFFERS MADE UPON A CHANGE OF CONTROL OR PURSUANT TO DRAG ALONG RIGHTS**

Subject to the provisions of Article 8, any Equity Shares may at any time be transferred by any Member pursuant to acceptance of any offer made to that Member under the requirements of Article 15 (Tag Along) or as contemplated by Article 16 (Drag Along)

10 **PERMITTED TRANSFERS**

Subject to the provisions of Article 8

10.1 Octopus may transfer any Equity Shares to any other person,

10.2 any Equity Shares held by a nominee for their beneficial owner ("the Beneficial Owner") may be transferred by the nominee to the Beneficial Owner or to another person shown to the reasonable satisfaction of the Directors to be a nominee for the Beneficial Owner only Any Equity Shares may be transferred by the Beneficial Owner to a person shown to the reasonable satisfaction of the Directors to be a nominee for the Beneficial Owner only Where any person to whom any Equity Shares have been transferred as a nominee ceases to hold such Equity Shares as nominee for the Beneficial Owner only he shall forthwith transfer such Equity Shares to the Beneficial Owner or to another person shown to the reasonable satisfaction of the Directors to be a nominee for the Beneficial Owner only and in default of doing so he shall be deemed to have given a Transfer Notice in respect of all such Equity Shares.

11 **PRE-EMPTION RIGHTS**

11.1 The right to transfer Equity Shares or any interest therein shall (subject to and without prejudice to the provisions of Articles 9 and 10) be subject to the following restrictions, save that such restrictions shall not apply to any transfer of Equity Shares pursuant to the acceptance of an offer made pursuant to Article 15 or to the proposed sale of Equity Shares where the Vendors (as defined in Article 16) procure the making of a Drag Along Right pursuant to Article 16

11.2 Before transferring or disposing of any Equity Shares (or any interest in Equity Shares) the Proposing Transferor shall serve a notice on the Company specifying the number and class of Equity Shares in question and the proposed price for such shares, and the Transfer Notice shall constitute the Company his agent for the sale of those Equity Shares at the Prescribed Price to any Member or Members Except as provided in this Article, a Transfer Notice once given or deemed to be given shall not be revocable except with the consent of the Directors

11.3 A Transfer Notice may comprise Equity Shares of more than one class and shall, if the Proposing Transferor has received any offer to purchase Equity Shares (whether or not an offer capable of becoming legally binding upon acceptance) within the period of three months prior to service of the Transfer Notice, give the name of the offeror, the number and class of Equity Shares concerned and the price offered in respect of each such Equity Share. A Transfer Notice may not be given by an Excluded Person unless required by the Directors under Article 12.1 or Article 14

11.4 The Directors will endeavour to agree the Prescribed Price with the Transferor If the Directors fail to agree the Prescribed Price with the Transferor within 14 days of receipt of the Transfer Notice by the Company or, as applicable, a Transfer Notice having been

deemed to have been served, the Directors shall appoint the Auditors on behalf of the Company to certify the Prescribed Price

- 11.5 The Auditors shall (acting as experts and not arbitrators) within 14 days of such a request certify to the Company the Prescribed Price, being their opinion of the value of each Sale Share (or, where appropriate of each Sale Share of each class) calculated on the following basis.
 - 11.5.1.1 by determining the sum which a willing purchaser would offer to a willing vendor for all the issued Equity Shares;
 - 11.5.1.2 by dividing the resultant figure between the classes of Equity Shares by applying the provisions of Article 4.2.2 as if that sum were the proceeds of a Sale, and
 - 11.5.1.3 by dividing the sum attributable to the Equity Shares of the relevant class by the number of Equity Shares of that class in issue
- 11.6 The Auditors' certificate as to the Prescribed Price shall be final and binding
- 11.7 Within 21 days following receipt of the Transfer Notice or (where relevant) the date on which the Transfer Notice is deemed to have been given or where the Prescribed Price is certified by the Auditors the date of certification of the Prescribed Price, the Company shall offer the Sale Shares to each Member (other than the Proposing Transferor and any Excluded Person) in accordance with the provisions of Articles 11.8 and 11.9 for purchase at the Prescribed Price. All offers shall be made by notice in writing and state a time (being between 30 and 42 days inclusive following the date of such notice) within which the offer must be accepted or, in default, will be deemed to have been declined. A copy of such offer shall at the same time be sent by the Company to the Proposing Transferor
- 11.8 The Company shall offer the Sale Shares to the Ordinary Shareholders and the "A" Ordinary Shareholders in proportion to the number of Ordinary Shares and/or "A" Ordinary Shares held by them (and for the purposes of this Article 11.8 the Ordinary Shares and the "A" Ordinary Shares shall be treated as if they constituted one class of share).
- 11.9 The Sale Shares shall be offered on the following basis:
 - 11.9.1 any Member to whom the Sale Shares are offered may accept all or some only of the Sale Shares offered to him, and shall be invited to indicate whether, if he accepts all such Sale Shares, he wishes to purchase any Sale Shares which other Members decline to accept ("Excess Shares") and, if so, the maximum number of Excess Shares which he wishes to purchase,
 - 11.9.2 any Excess Shares shall be allocated between the Members who have indicated that they wish to purchase Excess Shares pro rata to the proportion of the total number of Equity Shares held by those Members but so that no Member shall be required or entitled to receive more than the maximum number indicated by him pursuant to Article 11.9.1;
 - 11.9.3 subject to the provisions of this Article and Article 11.8, the Purchasers shall be bound to purchase the Sale Shares properly allocated to them under the provisions of this Article 11.9 at the Prescribed Price in accordance with the provisions of Article 11.12
- 11.10 Not later than 7 days following the expiration of the Acceptance Period the Company shall give written notice to the Proposing Transferor stating:

- 11 10.1 if it is the case, that no Member has sought to purchase any of the Sale Shares; or, otherwise
- 11 10 2 the number of Sale Shares which Members have sought to purchase, giving the name and address of each Purchaser and the number of Sale Shares to be purchased by him.
- 11.11 If within the Acceptance Period, Purchasers have been found for some only of the Sale Shares or if no Purchaser has been found for any of the Sale Shares, the Proposing Transferor may within 7 days of service on him of notice under this Article revoke his Transfer Notice by written notice to the Company.
- 11 12 If the Proposing Transferor is given notice under Article 11 10 2 (and subject to his not revoking his Transfer Notice in accordance with Article 11.11) he shall be bound on payment of the Prescribed Price to transfer the Sale Shares in question to the respective Purchasers. The sales and purchases shall be completed at the registered office of the Company during normal business hours on the first business day after the expiry of 14 days following the date of service of notice by the Company under Article 11 10
- 11 13 If a Proposing Transferor fails to transfer any Sale Shares to a Purchaser after becoming bound to do so, the Directors may authorise any person to execute on behalf of and as attorney for the Proposing Transferor any necessary instruments of transfer and shall register the Purchaser as the holder of the relevant Sale Shares. The Company's receipt of the purchase money shall be a good discharge to the Purchaser and the Company shall thereafter hold the purchase money on trust for the Proposing Transferor. After the name of the Purchaser has been entered in the Register of Members in purported exercise of these powers, the validity of the proceedings shall not be questioned by any person
- 11 14 If the Company fails before the end of the Acceptance Period to find a Purchaser or Purchasers for any of the Sale Shares, the Proposing Transferor may (subject to Articles 8 and 11.16) sell all or any of the Sale Shares to any third party/parties
- 11 15 If before the end of the Acceptance Period the Company finds a Purchaser or Purchasers for some (but not all) of the Sale Shares and serves notice accordingly under Article 11.10 the Proposing Transferor may (subject to Articles 8 and 11.16) sell all or any of the Sale Shares for which no Purchaser has been found to any third party/parties unless he revokes his Transfer Notice pursuant to Article 11.11 in which case he may sell all (but not some only) of the Sale Shares to any third party/parties
- 11 16 The right of the Proposing Transferor to sell Sale Shares pursuant to Article 11.14 or Article 11 15 shall be subject to the following restrictions
- 11.16 1 Sale Shares may not be sold after the expiry of three months after the date on which notice is given by the Company under Article 11 10;
- 11.16.2 Sale Shares must be sold on a bona fide sale at a price not less than the Prescribed Price and without any deduction, rebate or allowance whatsoever to the Purchaser,
- 11.16.3 the provisions of Article 14 (if applicable); and
- 11 16 4 no Equity Shares may be transferred, or disposed of, pursuant to this Article 11.16 by any person who is an Excluded Person unless the Directors resolve to approve such transfer or disposal.
- 11.17 The costs of the Auditors shall be borne as the Auditors may direct

- 11 18 The restrictions imposed by this Article 11 may be waived in relation to any proposed transfer of Equity Shares with the consent of all Members who, but for such waiver, would or might have been entitled to have such shares offered to them in accordance with Article 11 9
- 11.19 For the purposes of Article 11.16 2 and calculating whether or not a price to be paid for the Sale Shares is more or less than the Prescribed Price, then the cash value of any non-cash consideration shall be that agreed between the Proposing Transferor and the Company, or if the Proposing Transferor and the Company fail to agree such cash value within 15 business days following the earlier of any request by the Proposing Transferor to so value any non-cash consideration and the submission to the Company of the relevant stock transfer form(s) relating to a transfer of the Sale Shares for non-cash consideration, the cash value shall be the amount certified as such as at the date of the earlier of the request for valuation and the purported transfer of the Sale Shares at the request of the Directors, by the Auditors (acting as experts and not arbitrators) Their certificate shall be final and binding.
- 11 20 If the Auditors are unwilling or unable to act to certify the Prescribed Price in accordance with the provisions of this Article 11 or if the "A" Ordinary Shareholders so specify in writing, then the Prescribed Price shall instead be certified by an independent firm of chartered accountants appointed by the Directors with the approval of "A" Ordinary Shareholders and references in this Article 11 to the Auditors shall be deemed to be references to such firm.
12. **MANDATORY TRANSFERS**
- 12.1 A person entitled to a share in consequence of the bankruptcy, receivership or liquidation of a Member shall be bound if required in writing to do so by the Directors not later than 90 days after the Directors receive notice from the person concerned that he has become so entitled, to give a Transfer Notice in respect of all the shares then registered in the name of the Member in bankruptcy, receivership, or liquidation, within 2 weeks of receipt of the relevant request
- 12 2 If any person who is an officer or employee of the Company (an "**Employee Member**") ceases to be such an officer or an employee of the Company or its subsidiaries (so that he is no longer such an employee of the Company) then he shall be deemed to have given a Transfer Notice as at the Mandatory Transfer Date in respect of all of the shares registered in the name of the Employee Member as at the Mandatory Transfer Date The Prescribed Price for the shares in question shall be the price agreed or certified by the Auditors in accordance with Article 11 4 unless the Employee Member is a Bad Leaver, in which case the Prescribed Price shall be the nominal value of such shares and the provisions of Articles 11.7 to 11 9 and Articles 11 12 to 11 19 (inclusive) shall apply, save to the extent of any reference to Article 11 10
- 12 3 If any person has committed a breach of any of the Warranties or of any of the other provisions of the Investment Agreement where such breach has had (or is reasonably likely to have) a materially adverse effect on the business of the Company, then he (and any person or company Connected to him and/or any person to whom he has directly or indirectly transferred shares pursuant to Article 10 2) shall be deemed to have given a Transfer Notice as at the date of the fact of his breach being agreed by Octopus or determined by a court of competent jurisdiction in respect of all of the shares registered in his name (and in the name of any person or company connected to him and/or any person to whom he has directly or indirectly transferred shares pursuant to Article 10.2) as at that date The Prescribed Price for the shares in question shall be the nominal

value of such shares and the provisions of Articles 11.7 to 11.9 and Articles 11.12 to 11.19 (inclusive) shall apply, save to the extent of any reference to Article 11.10.

12.4 If a Transfer Notice is deemed to have been given pursuant to Articles 12.1 to 12.3 the shares subject to the deemed Transfer Notice shall then be offered in accordance with the provisions of Article 11.7

12.5 As from the point in time when any Employee Member is deemed to have given a Transfer Notice pursuant to the provisions of Article 12.2 (but only if the Employee Member concerned is a Bad Leaver) or Article 12.3, the balance of his shareholding (i.e. the shares then held by him in respect of which he is not deemed to have given a Transfer Notice) shall, notwithstanding any other provision of these Articles, cease to confer on him or any subsequent holder of such shares the right to attend or to vote at general meetings

13 **EVIDENCE OF COMPLIANCE**

In any case where the Directors may require a Transfer Notice to be given and it is not duly given within a period of two weeks of notice being given requiring the Transfer Notice to be given, a Transfer Notice in respect of the Equity Shares in question shall be deemed to have been given at the expiration of that period. Any Transfer Notice deemed to have been given or required to be given under any provision of these Articles shall not be capable of revocation and (notwithstanding any of the provisions of these Articles) shall extend not just to the shares registered in the name of the Member concerned but to any person Connected to him and/or to whom he has directly or indirectly transferred shares pursuant to Article 10.

14 **EVIDENCE OF AUTHORISATION**

For the purpose of ensuring that a transfer of Equity Shares is duly authorised under these Articles or that no circumstances have arisen requiring a Transfer Notice to be given, the Directors may require any Member or the personal representatives or trustee in bankruptcy, receiver or liquidator of any Member or any person named as transferee in any instrument of transfer lodged for registration to provide to the Company such information as the Directors reasonably think fit regarding any matter which they consider relevant. If such information is not provided to the reasonable satisfaction of the Directors within a reasonable time after request, the Directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the Equity Shares concerned. If the information discloses (in the reasonable opinion of the Directors) that a Transfer Notice ought to have been given in respect of any Equity Shares the Directors may by notice in writing require that a Transfer Notice be given in respect of the Equity Shares concerned

15. **TAG ALONG**

15.1 Notwithstanding the provisions of Article 11 no sale or transfer of the legal or beneficial interest in any Equity Shares ("the Relevant Transaction") (other than one made pursuant to Article 9) may be made or validly registered if as a result of such sale or transfer a Relevant Interest is obtained by a person (or persons acting in concert) where such person(s) did not have a Relevant Interest immediately prior to the Relevant Transaction, unless the Proposing Transferor shall have procured a written offer complying with the provisions of Article 15.3 to have been made by the proposed transferee (or any person or persons acting in concert with it) ("the Proposing

Transferee”) to the holders of all the other issued Equity Shares to acquire their entire holding of Equity Shares.

15 2 For the purpose of this Article 15:

15 2 1 the expression “a Relevant Interest” shall mean an interest in 50% or more of the Equity Shares in issue for the time being,

15 2 2 the expressions “transfer” and “transferee” shall include respectively the renunciation of a renounceable letter of issue and the renouncee under any such letter of issue, and

15 2 3 the expression “acting in concert” shall bear the meaning ascribed to it in the City Code on Take-overs and Mergers (as amended from time to time)

15.3 The offer referred to in Article 15 1 above shall be on terms that.

15 3 1 it will be open for acceptance in England and Wales for a period of at least 28 days following the making of the offer;

15 3 2 each Member to whom it is made shall be entitled to receive for each of the Equity Shares held by him a sum per share equal to the Specified Price,

15 3 3 the purchase of any shares in respect of which such offer is accepted shall be completed at the same time as the Relevant Transaction;

15.3.4 and otherwise on the same terms for all members (and for this purpose any offer which provides for any warranties or indemnities (other than warranties as to title and capacity) or restrictive covenants from some, but not all, Members shall be deemed to comply with this Article 15 3)

15 4 the expression “the Specified Price” shall mean

15.4.1 a price per share which shall be determined by valuing the entire issued share capital of the Company (“the Sale Value”) by reference to the aggregate of:

15 4 1 1 the amount offered or paid or payable by the proposed transferee or transferees or his or their nominees respectively for each of the Equity Shares comprised in the Relevant Interest to the holder or holders thereof or, if higher, the highest amount paid or payable for an Equity Share in any related or previous transaction within the 12 months preceding the offer by the same purchaser or any person acting in concert with the Proposing Transferee, and

15 4 1.2 an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holder or holders of the Equity Shares comprised in the Relevant Interest which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Relevant Interest (and, for the avoidance of doubt and without prejudice to the generality of the foregoing, any additional consideration which is linked to future profits, turnover or some other measure of the future performance of the Company shall be regarded as consideration which is an addition to the price paid or payable for the Relevant Interest); and

15.4.2 the Specified Price which each Member shall be entitled to receive in respect of each share held by him shall then be determined by applying the provisions of Article 4.2.2 as if the Sale Value were the proceeds of a Sale.

15 5 Any disagreement as to the calculation of the Specified Price which each Member is entitled to receive in respect of each share held by him for the purposes of this Article shall be referred to the Auditors (acting as experts and not arbitrators) whose decision shall be final and binding (in the absence of manifest error) and the costs of the Auditors shall be borne by the Company.

16 **DRAG ALONG**

16 1 If:

16 1 1 one or more members of the Company holding between them not less than 75% of the Equity Shares for the time being in issue; or

16 1 2 one or more members of the Company holding between them not less than 70% of the "A" Ordinary Shares for the time being in issue

("the Vendors") propose to sell the legal or beneficial interest in their entire holdings of Equity Shares to any person or one or more such persons acting in concert ("the Offeror") then the Vendors shall have the right to require the holders of all other issued Equity Shares in the Company ("the Called Shareholders") to sell and transfer their entire holdings of Equity Shares to the Offeror (or as the Offeror shall direct) in accordance with this Article 16 ("the Drag Along Right") at a price ("the Drag Along Price") to be determined on the basis set out in Article 15.5 and otherwise on the terms specified in Articles 15.3.3 and 15 3 4 (as if the Vendors' proposed sale was a Relevant Transaction), provided that Octopus may only be required to sell and transfer pursuant to an exercise of the Drag Along Right if the Investor's Loan is, upon completion of the sale and transfer, repaid in full together with any accrued or unpaid interest thereon.

16 2 The Drag Along Right may be exercised by the Vendors serving written notice to that effect ("a Drag Along Notice") on the Called Shareholders at any time before the transfer of the Vendors' Equity Shares to the Offeror.

16 3 A Drag Along Notice shall specify that the Called Shareholders are, or will in accordance with this Article 16 be, required to sell and transfer their shares to the Offeror on or about the date specified in the Drag Along Notice (which shall be not less than 7 days after the date of the Drag Along Notice or (if no such date is specified in the Drag Along Notice) on or about such date as the Vendors may subsequently specify by notice in writing to the Called Shareholders (which shall be not less than 7 days after the date of the Drag Along Notice).

16 4 A Drag Along Notice once given shall be irrevocable but shall lapse (and the obligations thereunder shall lapse) in the event that for any reason the Vendors do not transfer their entire holdings of Equity Shares to the Offeror or the Offeror's nominee not later than the date specified as the date for completion of the sale and purchase of shares pursuant to exercise of the Drag Along Right

16.5 Subject to Article 16 4, each of the Called Shareholders shall be bound to sell his entire holding of Equity Shares and to transfer such shares in accordance with the provisions of the Drag Along Notice

16 6 If any Called Shareholder fails to complete the sale of any of his shares pursuant to the Drag Along Notice or otherwise fails to take any action required of him under the terms of the Drag Along Right, the Directors (or any of them) may authorise any person to undertake on his behalf any action required under the terms of the Drag Along Right. In

particular (but without limitation) the Directors shall have the same rights as given to them under Article 11 13.

16 7 Upon any person, following the giving of a Drag Along Notice becoming a member of the Company pursuant to the exercise of a pre-existing option to subscribe for or otherwise acquire Equity Shares in the Company ("a New Member"), a Drag Along Notice shall be deemed to have been given to the New Member forthwith on the same terms as the previous Drag Along Notice and the New Member shall thereupon be bound to sell and transfer all such shares acquired by him to the Offeror or as the Offeror may direct and the provisions of this Article shall apply mutatis mutandis to the New Member save that completion of the sale of such shares shall take place forthwith upon the Drag Along Notice being deemed to have been given to the New Member.

16 8 If the Vendors exercise the Drag Along Right, it shall not be necessary for them first to have given Transfer Notices pursuant to Article 11 nor to have complied with the provisions of Article 15

17. PROCEEDINGS AT GENERAL MEETINGS

17 1 Save as herein otherwise provided at any general meeting, two Equity Shareholders present in person or by proxy (or, being a corporation, by representative), one of whom must be a proxy or duly authorised representative of a member holding "A" Ordinary Shares, shall be a quorum

17 2 If a quorum is not present within half an hour from the time appointed for a general meeting or ceases to be present the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine

17.3 If at any adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting shall be dissolved, unless the meeting was adjourned for 13 days or more and due notice in such regard was given to the Members within 5 days of the adjournment whereupon the quorum at any such adjourned meeting shall be any two Members present in person or by proxy (or, being a corporation, by representative) Model Article 41(5) shall be varied accordingly.

17 4 In the case of any equality of votes at a general meeting, whether on a show of hands or on a poll, the chairman of the meeting shall not be entitled to a second or casting vote

18. ALTERNATE DIRECTORS

18.1 Model PLC Article 25 shall apply to the Company, however any meeting of the Directors shall not be invalid because notice thereof or of any business to be transacted at that meeting was not given to any alternate director if his appointor attends such meeting

18 2 No director other than an Investor Director shall be entitled to appoint an alternate director

19. APPOINTMENT AND REMOVAL OF DIRECTORS

19 1 No person shall be appointed as a director without the prior written approval of the Investor Director and Model Article 17(1) shall be modified accordingly.

19.2 Any director, other than the Investor Director, may be removed from office at any time by a resolution passed by members holding a majority of "A" Ordinary Shares

20 **DIRECTORS AND THEIR POWERS**

20 1 Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any maximum

20 2 Model Article 5(1) shall be amended by the insertion of the words "as they resolve to do, subject to approval by the Investor Director" in place of the words "as they think fit" and Model Article 5(1)(c) shall be amended by the insertion of the words "(including collaterally with or to the exclusion of their own powers)" at the end of that Model Article

20 3 No alteration of the articles invalidates anything which the directors have done which would have been valid had that alteration not been made.

21. **PROCEEDINGS OF DIRECTORS**

21.1 In relation to any proposal to authorise a Conflicting Situation pursuant to article 23 (*Actual or Potential Conflicts*) if, other than the director(s) to which the Conflicting Situation relates, there is only one director in office, the quorum shall be one eligible director

21 2 Directors may waive their entitlement to notice of a director's meeting at any time and in Model Article 9(4)) the words "not more than 7 days after the date on which the meeting is held" shall be deleted and replaced with the words "at any time".

21 3 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting shall not have a casting vote Model Article 13 shall not apply to the company

21 4 Model Article 8(3) shall not apply to the Company and references in Model Article 8 to "eligible directors" shall be to such term as defined in article 1

21 5 The number of Directors shall not be less than two (save that, until midnight on the date of adoption of these Articles, the minimum number shall be one) nor more than eight

21 6 Subject to Articles 21 8 the quorum necessary for the transaction of business of the Directors shall be two, at least one of whom shall be the Investor Director (or his alternate) if at the time of the meeting an Investor Director has been appointed.

21 7 At any meeting of the Directors each Director (or his alternate director) present at the meeting shall be entitled to one vote.

21 8 Subject to the provisions of the Act, and to Article 6 and provided that he has disclosed to the Directors the nature and extent of any interest of his, a Director notwithstanding his office

21 8 1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested,

21 8 2 may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;

- 21.8.3 may or any firm or company of which he is a member or director may act in a professional capacity for the Company or any body corporate in which the Company is in any way interested,
- 21 8 4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office, service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, and
- 21 8 5 shall be entitled to vote on any resolution and (whether or not he shall vote) be counted in the quorum on any matter referred to in any of Articles 21 5 1 to 21 5 4 (inclusive) or on any resolution which in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever and if he shall vote on any resolution as aforesaid his vote shall be counted
- 21 9 For the purposes of Article 21 8
- 21 9 1 a general notice to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified,
- 21.9.2 an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his, and
- 21 9 3 an interest of a person who is Connected with a Director shall be treated as an interest of the Director and in relation to an alternate Director an interest of his appointor shall be treated as an interest of the alternate Director without prejudice to any interest which the alternate Director has otherwise
- 21 10 Any Director including an alternate Director may participate in a meeting of the Directors or a committee of the Directors of which he is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Companies Acts, he shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
- 21 11 Model Article 9 shall be amended by adding the following sentence as sub paragraph 5.
- “It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom” the following sentence “Notice of every meeting of the directors shall be given to each director and his alternate, including directors and alternate directors who may for the time being be absent from the United Kingdom and have given the Company an address within the United Kingdom or an e-mail address or a facsimile number outside the United Kingdom for service”
- 22. THE INVESTOR DIRECTOR**
- 22 1 Notwithstanding any other provisions of these Articles, so long as Octopus holds any share(s) in the Company and/or any Investor's Loan is outstanding, they have the right to

jointly appoint one person as a Director of the Company and to remove from office any person so appointed and (subject to such removal) to appoint another person in his place.

22 2 The Investor Director shall not be required to hold any shares.

22 3 Any appointment or removal of an Investor Director shall be by notice in writing to the Company which will take effect on delivery at the registered office of the Company or at any meeting of the board of Directors.

22 4 For so long as Octopus holds Equity Shares, on any resolution to remove the Investor Director the shares held by the "A" Ordinary Shareholders who appointed such director shall together carry at least one vote in excess of 75% of the votes exercisable in respect of that resolution at the general meeting at which such resolution is to be proposed and if any such director is removed pursuant to Section 168 of the Act the "A" Ordinary Shareholders who appointed such director may reappoint him or any other person as their Investor Director.

22 5 Notwithstanding any other provisions of these Articles, so long as Octopus holds any "A" Ordinary Shares in the Company, it shall have the right to appoint one person each as an observer at board meetings of the Company and to remove from office any person so appointed and (subject to such removal) to appoint another person in his place

22 6 Such observer shall be entitled to receive the same information concerning the business and affairs of the Company, as the directors of the Company receive, and at the same time, but shall not be entitled to vote at meetings of the directors and shall not be counted towards the quorum

22.7 Any appointment or removal of such observer shall be by notice in writing to the Company which will take effect on delivery at the registered office of the Company or at any meeting of the board of Directors

23 **STEP IN RIGHTS**

23 1 If.

23 1 1 any one or combination of the Directors (excluding the Investor Director) or the Company are in breach of any of their obligations in the Investment Agreement, or, in the case of the Directors only, of their service agreements, (which in any case, if capable of remedy has not been remedied within 14 days of the Directors receiving notice to remedy the same from the Investor Director) the consequences of which may be (in the opinion of the Investor Director) to the material detriment of the Company, or

23 1 2 there is a material breach of these articles of association of the Company in force from time to time; or

23.1 3 the cash assets of the Company fall to less than £20,000, or such other sum as may be agreed half yearly after the date hereof between the "A" Ordinary Shareholders and the Company and for the purposes of this Article 23 the cash assets of the Company shall mean the aggregate of all positive and negative balances which the Company has on any and all of the bank accounts in its sole name and under its control,

and the Investor Director has given written notice to the Directors that the provisions of this Article 23 should have effect until such times as written notice is given by the Investor Director that the provisions of this Article 23 shall cease to have effect in

relation to the matter in question (which will be given as soon as the relevant circumstances(s) prompting the giving of the notice is/are no longer applicable) the Investor Director alone shall count as a quorum at any meeting of Directors and shall be entitled at any meeting of Directors to cast such number of votes which exceeds the votes cast for a resolution to which the Investor Director are opposed or which exceeds the votes cast against a resolution which the Investor Director has proposed

24 DIRECTORS' BORROWING POWERS

24 1 Subject as hereinafter provided, and as set out in the Investment Agreement, the Directors may exercise all the powers of the Company (whether express or implied) of borrowing or securing the payment of money, of guaranteeing the payment of money and the fulfilment of obligations and the performance of contracts, and of mortgaging or charging the undertaking, property, assets and uncalled capital of the Company and (subject to Section 549 of the Act) of issuing debentures

24 2 Except with the prior sanction of the "A" Ordinary Shareholders no mortgage or charge shall be created on any part of the undertaking, property, assets or uncalled capital of the Company or any subsidiary of the Company except for the purpose of securing money borrowed from bankers together with interest thereon and costs and expenses relating thereto.

25 NOTICES

25 1 Without prejudice to the provisions of Model Article 48, the Company may also give notice to a Member by e-mail to an e-mail address or by facsimile to a facsimile number supplied by the Member for such purposes

25 2 Where a notice is sent by facsimile a transmission report showing that the facsimile was transmitted in full to the correct number shall be conclusive evidence that the notice was given and the notice shall be deemed to have been given at the time of transmission

26 TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY

26 1 In accordance with sections 177 and 182 of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company ("a Conflicting Transaction") must declare the nature and extent of that interest to the other directors. However, a director need not declare an interest in a Conflicting Transaction

26 1 1 if it cannot reasonably be regarded as giving rise to a conflict of interest,

26 1 2 if, or to the extent that, the other directors are already aware of it (and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware); or

26 1.3 if, or to the extent that, it concerns the terms of his or her service contract that have been or are to be considered by a meeting of the directors or by a committee of the directors appointed for that purpose, or

26 1 4 if, or to the extent that, he or she is not aware of the Conflicting Transaction or his or her interest in it.

26.2 Model Articles 14(1) to 14(5) (inclusive) shall not apply to the company. Subject to the Act and provided he or she has disclosed to the other eligible directors the nature and

extent of any interest of his or hers, a director who is in any way, whether directly or indirectly, interested in a Conflicting Transaction.

- 26 2 1 may continue to be interested in or party to such Conflicting Transaction,
- 26 2 2 shall be entitled to vote at any meeting of the directors or of any committee of the directors of which he or she is a member notwithstanding that it in any way concerns or relates to such Conflicting Transaction and shall therefore be an eligible director for such purposes,
- 26.2.3 shall, whether or not he or she votes, be taken into account in calculating the quorum present at any meeting at which such Conflicting Transaction is to be considered,
- 26 2 4 may be interested in or party to that Conflicting Transaction by virtue of being a director or other officer of, or employed by, or party to a transaction or arrangement with or otherwise interested in, any holding company or parent undertaking from time to time of the company, or any subsidiary or subsidiary undertaking from time to time of the company or of such other company or undertaking, or any other company which, in relation to the company or such a company or undertaking, is from time to time an "associated company" (as defined in section 416 of the Income and Corporation Taxes Act 1988), and
- 26 2 5 shall not be accountable to the company for any benefit which he or she (or a person Connected with him or her) derives from such Conflicting Transaction and such Conflicting Transaction shall not be liable to be voided or set aside on the grounds of the director's interest nor shall the receipt of any remuneration, profit or other benefit arising from such Conflicting Transaction constitute a breach by the director of his or her duty under section 176 of the Act.

27. ACTUAL OR POTENTIAL CONFLICTS

- 27 1 Subject to article 26 2, the directors may authorise, subject to such terms and conditions as they think fit (including as regards duration and revocation), to the fullest extent permitted by law, any matter or situation which would or might otherwise result in a director infringing his or her duty to avoid a situation in which he or she has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or a conflict of duties) including the director accepting or continuing in any office, employment or position in addition to his or her office as a director of the company ("a Conflicting Situation").
- 27 2 Any authorisation of a Conflicting Situation pursuant to article 26 1 to be given by the directors at a meeting of the directors will be effective only if
 - 27 2 1 the meeting of the directors is duly convened in accordance with the articles;
 - 27 2 2 at such meeting any requirement as to quorum is met without counting the director or directors to whom the authorisation relates, and
 - 27 2 3 the authorisation was agreed to without any such director or directors voting, or would have been agreed to if the votes of all such directors had not been counted
- 27.3 Where authorisation of a Conflicting Situation pursuant to article 27.1 is to be given by way of a unanimous decision of the directors in accordance with Model Article 8, the

director or directors to whom the authorisation relates shall not be considered 'eligible directors' for the purposes of Model Article 8

- 27.4 Any Conflicting Situation which has been authorised in accordance with article 27.1 shall (unless stated otherwise in the terms of such authorisation) be given on the basis that:
- 27.4.1 the authorisation may be revoked by the directors at any time by giving the director concerned notice in writing,
- 27.4.2 the director concerned shall not be required to disclose any confidential information relating to such Conflicting Situation to the company if to make such a disclosure would result in a breach of a duty or obligation of confidence owed to him or her in relation to or in connection with that Conflicting Situation,
- 27.4.3 the director concerned may (and shall if required by the directors) absent himself or herself from meetings or discussions of the directors at which anything relating to that Conflicting Situation will or may be discussed,
- 27.4.4 the director concerned may (and shall if required by the directors) decline to review information provided by the company which will or may relate to or be connected to that Conflicting Situation, and
- 27.4.5 such authorisation shall extend to any actual or possible conflict of interest which may reasonably be expected to arise out of such Conflicting Situation so authorised.
- 27.5 Where a Conflicting Situation has been authorised by the directors pursuant to article 27.1
- 27.5.1 the director concerned shall not, as a result of such Conflicting Situation, be accountable to the company for any remuneration, profit or other benefit which he or she derives from such Conflicting Situation,
- 27.5.2 the director concerned shall not, as a result of such Conflicting Situation, be accountable to the company for any benefit for which he or she (or a person Connected with him or her) derives from such Conflicting Situation;
- 27.5.3 any transaction to which the company is a party shall not be liable to be voided or set aside on the grounds of the Conflicting Situation; and
- 27.5.4 the director concerned shall not, as a result of such Conflicting Situation, breach any of the duties he or she owes to the Company by virtue of sections 171 to 176 of the Act,
- provided such director acts in accordance with any terms, limits and conditions as the directors impose in respect of such authorisation (or which are implied by the articles)
- 27.6 The fact that a Conflicting Situation has been authorised by the directors does not negate the requirement for directors to declare the nature and extent of their interest in any existing or proposed transaction or arrangement with company in accordance with the Act and the articles

28. **WRITTEN RESOLUTIONS**

- 28 1 Written resolutions of the company may be proposed by the directors in accordance with section 291 of the Act. The shareholders may require the company to circulate a written resolution in accordance with section 292 to 295 of the Act.
- 28 2 For the purposes of section 297 of the Act, a written resolution will lapse if it is not passed before the end of such period as the directors may determine (provided such period is detailed on the copy of the resolution circulated pursuant to section 291 of the Act), but in the absence of such determination the period shall be 28 days beginning with the circulation date of the resolution.
- 28 3 In the case of a shareholder which is a body corporate, the signature of a director or the secretary and, in the case of joint holders of a share, the signature of any one of such joint holders, shall be sufficient for the purpose of signifying a shareholder's agreement to a written resolution.

29. **INDEMNITY & INSURANCE**

- 29 1 Without prejudice to any indemnity to which a relevant officer is otherwise entitled.
- 29.1.1 each Relevant Officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him or her as a Relevant Officer in the actual or purported execution and/or discharge of his or her duties; or in relation to them and in relation to the any Relevant Company's activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act); including (in each case) any liability incurred by him or her in defending any civil or criminal proceedings, in which judgment is given in his or her favour or in which he or she is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his or her part or in connection with any application in which the court grants him or her, in his or her capacity as a Relevant Officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to any Relevant Company's affairs; and
- 29 1 2 the Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him or her in connection with any proceedings or application referred to in article 29.1.1 and otherwise may take any action to enable any such Relevant Officer to avoid incurring such expenditure.
- 29 2 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any Relevant Officer in respect of any Relevant Loss.
- 29.3 Model Article 52 (save for Model Article 52(2)) and Model Article 53 shall not apply to the company.
- 29 4 In this article 29.

"Relevant Company"

means the company, any holding company or parent undertaking (as defined in sections 1159 and 1162 of the Act) from time to time of the company or in which the company or any such holding company or parent undertaking or any of the predecessors of the company or of any such holding company or parent undertaking has or had at any time any interest, whether direct or indirect, or which is or was at any time in any way allied to or

associated with the company or any subsidiary or subsidiary undertaking (as defined in section 1159 and section 1162 of the Act) of the company or of such other company or undertaking,

"Relevant Loss"

means any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer's duties or powers in relation to any Relevant Company or any pension fund or employees' share scheme of any Relevant Company, and

"Relevant Officer"

means any director or other officer or former director or other officer of any Relevant Company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Relevant Company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor)