

Company number: 7599781

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

OF

MOCHDRE LIMITED
(the "Company")

(Circulated on 19 April 2011 (the "Circulation Date"))

SATURDAY



A12 11/06/2011 30
COMPANIES HOUSE

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "Act"), the directors of the Company propose that the following resolutions (the "Resolutions") are duly passed as ordinary resolutions and special resolutions (as indicated below) of the Company

ORDINARY RESOLUTIONS

1 **THAT**, for the purposes of sections 190 to 196 of the Act, the purchase by the Company of the assets to be acquired from i3 Group Limited being a company connected with Elfed Thomas, a director of the Company, pursuant to

(a) an agreement for the sale and purchase of certain assets of i3 Group Limited (the "**Asset Purchase Agreement**"),

9 (b) an agreement for the sale and purchase of the entire issued share capital of Fibre Associates Limited and i3 International Limited (the "**Share Purchase Agreement**"), and

(c) a deed of assignment of intellectual property rights (the "**Deed of Assignment**"),

(in each case to be entered into between i3 Group Limited and the Company) be and is hereby approved

2 **THAT**, pursuant to the provisions of article 14(3) of the Company's articles of association (the "**Articles**"), the provisions of article 14(1) of the Articles be and are hereby disapplied for the purpose of the directors of the Company considering and (if thought fit) approving the entry into each of the Asset Purchase Agreement, the Share Purchase Agreement and the Deed of Assignment

10 3 **THAT**, in accordance with section 551 of the Act, the directors of the Company be generally and unconditionally authorised to allot shares in the Company up to an aggregate nominal amount of £250 provided that this authority shall, unless renewed, varied or revoked by the Company expire 3 months after the date of this resolution 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 of the Company may allot shares in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired

12 4 **THAT**, with effect from the passing of this resolution the 1,000 ordinary share of £1 00 in the capital of the Company be reclassified as 1,000 "A" ordinary shares of £1 00 each in the capital of the Company, such shares having the rights and being subject to the obligations set out in the articles of association of the Company to be adopted pursuant to resolution 6 below

SPECIAL RESOLUTIONS

- 5 **THAT**, notwithstanding Resolution 1 above, the board of directors of the Company be and it is hereby specifically authorised, empowered and directed in the name of and on behalf of the Company, and for the purposes of their directors duties or otherwise, to complete and enter into each of the Asset Purchase Agreement, the Share Purchase Agreement and the Deed of Assignment together with all documents required to be entered into by the Company pursuant thereto
- 6 **THAT**, with effect from the passing of this resolution the regulations attached to this resolution are approved and be adopted as the articles of association of the Company (the "**New Articles**") in substitution for and to the exclusion of all existing articles of association of the Company and furthermore that any and all variations of the rights attaching to each class of shares in the capital of the Company being effected by virtue of the adoption of the New Articles be approved
- 7 **THAT**, subject to the passing of the resolution numbered 3 above and in accordance with section 570 of the Act, the directors of the Company be generally empowered to allot equity securities (as defined in section 560 of the Act) pursuant to the authority conferred by resolution 1 above, as if section 561(1) of the Act did not apply to any such allotment provided that this power shall
- (a) be limited to the allotment of equity securities up to an aggregate nominal amount if £250, and
- (b) expire 3 months after the date of this resolution (unless renewed, varied or revoked by the Company prior to or on that date) save that the Company may, before such expiry make an offer or agreement which would or might require equity securities in pursuance of any such offer or agreement notwithstanding that the power conferred by this resolution has expired

AGREEMENT

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

The undersigned, being the sole member entitled to vote on the Resolutions on the Circulation Date hereby irrevocably agrees to the Resolutions

Name of member

Signature of member

Date of signature

Michael Norris



19 April

2011

NOTES

- 1 If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it and returning it to the Company by hand or by post to the Company's registered office

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

Once you have indicated your agreement to the Resolutions, you may not revoke your agreement

- 2 Unless, within 28 days beginning with the Circulation Date, sufficient agreement has been received for the Resolutions to pass, it will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date.
- 3 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.
- 4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.

Company number: 7599781

MOCHDRE LIMITED

ARTICLES OF ASSOCIATION

adopted on 19 April 2011

jmw

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Company Number 7599781

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

MOCHDRE LIMITED (the "Company")

1 Interpretation

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

"Act"	the Companies Act 2006,
"Asset Sale"	a disposal, transfer or purchase of the business and/or assets of the Company or a substantial proportion of them including (without limitation) a licence of the Company's Intellectual Property Rights other than in the ordinary course of the Company's business,
"A Shareholder"	a registered holder of any A Shares from time to time,
"A Shares"	an issued "A" ordinary share of £1 each in the capital of the Company having the rights and subject to the restrictions set out in these Articles,
"Board"	the board of directors of the Company from time to time,
"Business Day"	a day other than a Saturday or Sunday or public holiday in England,
"B Shareholder"	a registered holder of any B Shares from time to time,
"B Shares"	an issued "B" ordinary share of £1 each in the capital of the Company having the rights and subject to the restrictions set out in these Articles,
"Change of Control"	means the acquisition whether by purchase, transfer, renunciation or otherwise by any person (" Third Party Purchaser ") of any interest in shares if upon completion of that acquisition the Third Party Purchaser together with persons acting in concert or connected with him would hold more than 50 per cent of the issued shares of the Company,
"Directors"	the directors for the time being of the Company or a quorum of such directors present at a duly convened meeting of the directors,
"Eligible Director"	a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding any Director whose vote is not to be counted in respect of the particular

	matter),
"Event"	means any of the following from time to time <ul style="list-style-type: none"> (a) a Sale, or (b) an Asset Sale,
"Expert"	means the auditors of the Company or if the directors resolve otherwise such accountant as nominated by them such independent accountant as agreed between the parties or nominated by the President for the time being of the Institute of Chartered Accountants,
"First Percentage"	upon the occurrence of a Sale or Asset Sale the B Shareholder shall be entitled to the following percentages of each tranche of Sale Proceeds, <ul style="list-style-type: none"> (a) the first tranche up to £10 million - 75% of such tranche, (b) the next tranche of more than £10 million and up to £20 million – 50% of such tranche, (c) the next tranche of more than £20 million and up to £30 million – 25% of such tranche, (d) the next tranche of more than £30 million and up to £40 million – 10% of such tranche, or (e) the next tranche above £40 million – 5%, subject to the provisions of article 10,
"Intellectual Property Rights"	<ul style="list-style-type: none"> (a) trade marks, service marks, registered designs, applications for any of those rights, trade and business names, unregistered trade marks and service marks, copyrights, know-how, rights in designs, (b) the sui generis right for the maker of a database to prevent extraction or re-utilisation or both of the whole or a substantial part of the contents of that database, as described in Directive 96/9/EC on the legal protection of databases, (c) all rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraphs (a) and (b), and (d) all rights of the same or similar effect or nature as or to those in paragraphs (a), (b) and (c),
"Listing"	means either <ul style="list-style-type: none"> (a) the admission by the UKLA of all or any of the equity share capital of the Company to its Official List and such admission becoming effective,

(b) the granting of permission by the London Stock Exchange for the introduction of all or any of the issued equity share capital of the Company to the Alternative Investment Market and such permission becoming effective, or

(c) any equivalent admission to, or permission to deal or trade on, any other Recognised Investment Exchange becoming unconditionally effective in relation to all or any of the issued equity share capital of the Company,

"London Stock Exchange"	means London Stock Exchange plc,
"Recognised Investment Exchange"	Has the meaning ascribed thereto in section 285(1)(a) of the Financial Services and Markets Act 2000,
"Member"	a registered holder for the time being of Shares,
"Model Articles"	the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles,
"Share"	the A Shares and/or the B Shares,
"Sale"	the making of one or more agreements (whether conditional or not) for the disposal, transfer, purchase, subscription or renunciation of any part of the share capital of the Company giving rise to a Change of Control and for the purposes of this definition " disposal " shall mean a sale, transfer, assignment or other disposition whereby a person ceases to be the absolute beneficial owner of the share in question or voting rights attached thereto or an agreement to enter into such disposal or the grant of a right to compel entry into such an agreement,
"Sale Proceeds"	means the aggregate price paid on an Asset Sale or for all the shares in the capital of the Company sold to the relevant Third Party Purchaser after the repayment of any debt or other borrowings and less all reasonable costs and expenses incurred in connection with any Sale,
"Second Percentage"	<p>upon the occurrence of a Sale or Asset Sale the B Shareholder shall be entitled to the following percentages of each tranche of Sale Proceeds</p> <p>(a) the first tranche up to £10 million - 20% of such tranche,</p> <p>(b) the next tranche of more than £10 million and up to £20 million – 15% of such tranche,</p> <p>(c) the next tranche of more than £20 million and up to £30 million – 10% of such tranche,</p> <p>(d) the next tranche of more than £30 million and up to £40 million – 5% of such tranche, and</p>

(e) the next tranche above £40 million – nil,

subject always to the provisions of article 10,

"Third Party Purchaser" has the meaning set out in the definition of Change of Control, and

"UKLA" Means the United Kingdom Listing Authority or any other competent authority for the time being for the purposes of Part VI of the Financial Services Markets Act 2000

1 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 but excluding any statutory modification of them not in force on the date when these Articles become binding on the Company

1 3 In these Articles a reference to

1 3 1 **"holding company"** and **"subsidiary"** shall have the meaning given to them in section 1159 of the Act provided that for the purposes of this letter (and for the interpretation of section 1159(1)(b) and (c) of the Act as applied herein, a company (the **"first company"**) shall be deemed to be a member of another company (the **"second company"**) in the circumstances where section 112 of the Act apply or if (i) any shares in the second company are held by a person acting on behalf of the first company or any of its subsidiaries and/or (ii) if any shares in the second company are registered in the name of a person holding the same security in connection with the provision of financial facilities to the first company,

1 3 2 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists), and

1 3 3 **"these Articles"** is to these articles of association (including the provisions of the Model Articles incorporated therein), and a reference to an article is to an article of these Articles, in each case as amended from time to time in accordance with the terms of these Articles and the Act

1 4 The contents table and headings in these Articles are for convenience only and do not affect their interpretation

1 5 Words importing the singular include the plural and vice versa and words importing a gender include every gender

1 6 Any question as to whether a person is **"connected with"** another shall be determined in accordance with section 839 Income and Corporation Taxes Act 1988 (except that in construing section 839 **"control"** has the meaning given by section 840 or section 416 of that Act so that there is control whenever section 840 or 416 requires) which shall apply in relation to these Articles as it applies in relation to that Act

1 7 Save as expressly provided otherwise in these Articles, any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force

- 1 8 The Contracts (Rights of Third Parties) Act 1999 shall not apply to any rights under these Articles

2 Model Articles

- 2 1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation

- 2 2 Articles 6(2), 11 to 14 (inclusive), 16, 26(5), 38, 43, 44(2), 49 and 51 to 53 (inclusive) of the Model Articles shall not apply to the Company

- 2 3 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur"

- 2 4 Articles 31(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide"

3 Directors' meetings

- 3 1 Any decision of the Directors must be taken at a meeting of Directors in accordance with these Articles or must be a decision taken in accordance with Article 4

- 3 2 Subject as provided in these Articles, the Directors may participate in Directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit

- 3 3 All decisions made at any meeting of the Directors or of any committee of the Directors shall be made only by resolution, and no such resolution shall be passed unless there is a majority vote for it Each Director has one vote at a meeting of Directors

- 3 4 The provisions of Article 5 2 shall apply equally to meetings of any committee of the Directors as to meetings of the Directors

4 Decisions of Directors

- 4 1 A decision of the Directors is taken in accordance with this Article when all Eligible Directors indicate to each other by any means that they share a common view on a matter

- 4 2 Such a 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

- 4 3 A decision may not be taken in accordance with this Article if the Eligible Directors would not have formed a quorum at a Directors' meeting to vote on the matter

- 4 4 The chairman of Directors' meetings shall not have a casting vote

- 4 5 Where decisions of the Directors are taken by electronic means, such decisions shall be recorded by the Directors in permanent form, so that they may be read with the naked eye

5 Number of Directors and quorum

- 5 1 Unless and until determined otherwise by a Members resolution, the minimum number of Directors shall be one and the maximum number of Directors shall be ten No shareholding qualification for Directors shall be required
- 5 2 The quorum at any meeting of the Directors shall be two directors (unless only one Director shall have been appointed in which case the quorum shall be one Director)
- 5 3 No business shall be conducted at any meeting of the Directors unless a quorum is participating at the beginning of the meeting and also when that business is voted on If a quorum is not present within 30 minutes of the time specified for the relevant meeting, or if, during a meeting, such quorum ceases to be present, the meeting shall stand adjourned for 5 Business Days at the same time and place or to such time and place as the Directors determine If at any adjourned meeting such quorum is not present within 30 minutes from the time appointed, then any one Eligible Director shall be a quorum

6 Directors' interests

- 6 1 The Directors may, in accordance with the requirements set out in this Article, authorise any matter or situation proposed to them by any Director which would, if not so authorised, involve a Director (the "**Interested Director**") breaching his duty under section 175 of the Act to avoid conflicts of interest (a "**Conflict**")
- 6 2 Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently)
- 6 2 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
 - 6 2 2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict,
 - 6 2 3 provide that the Interested Director may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution related to the Conflict,
 - 6 2 4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit,
 - 6 2 5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence, and
 - 6 2 6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters
- 6 3 Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Members in relation to the Conflict
- 6 4 The Directors may revoke or vary such authorisation at any time but this will not affect anything done by the Interested Director prior to such revocation or variation in

accordance with the terms of such authorisation

- 6 5 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors in accordance with these Articles (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds
- 6 6 Subject to sections 177(5) and 177(6) of the Act, a Director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other Directors before the Company enters into the transaction or arrangement in accordance with the Act
- 6 7 Subject to sections 182(5) and 182(6) of the Act, a Director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other Directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under Article 6 6
- 6 8 Subject, where applicable, to any terms and conditions imposed by the Directors in accordance with Article 6.2, and provided a Director has declared the nature and extent of his interest in accordance with the requirements 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
- 6 8 1 may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested,
- 6 8 2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,
- 6 8 3 shall be entitled to vote at a meeting of Directors (or of a committee of Directors) or participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,
- 6 8 4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director,
- 6 8 5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and
- 6 8 6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

7 Alternate Directors

- 7 1 Any Director (the "**appointor**") may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to
- 7 1 1 exercise that Director's powers, and
 - 7 1 2 carry out that Director's responsibilities,
- in relation to the taking of decisions by the Directors, in the absence of the alternate's appointor
- 7 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
- 7 3 The notice must
- 7 3 1 identify the proposed alternate, and
 - 7 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice
- 7 4 An alternate director may act as alternate director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's appointor
- 7 5 Except as these Articles specify otherwise, alternate directors
- 7 5 1 are deemed for all purposes to be Directors,
 - 7 5 2 are liable for their own acts and omissions,
 - 7 5 3 are subject to the same restrictions as their appointors, and
 - 7 5 4 are not deemed to be agents of or for their appointors,
- and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member
- 7 6 A person who is an alternate director but not a Director
- 7 6 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating), and
 - 7 6 2 may participate in a unanimous decision of the Directors (but only if his appointor is an Eligible Director in relation to that decision, but does not participate).
- 7 7 A Director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the Directors (provided that his appointor is an Eligible Director in relation to that decision)
- 7 8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his appointor but shall not be entitled to receive any remuneration

from the Company for serving as an alternate director except such part of the appointor's remuneration as the appointor may direct by notice in writing made to the Company

7 9 An alternate director's appointment as an alternate terminates

- 7 9 1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
- 7 9 2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director,
- 7 9 3 on the death of the alternate's appointor, or
- 7 9 4 when the alternate's appointor's appointment as a Director terminates

8 Secretary

The Directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors

9 Share rights

9 1 As regards dividend, the Company shall apply distributable profits amongst the holders of the Shares in respect of their holding of such Shares *pari passu* and *pro rata* to the number of such Shares held by each of them

9 2 As regards voting in general meetings

- 9 2 1 the A Shareholders shall be entitled to receive notice of, and to attend and vote at, general meetings of the Company, on a show of hands every A Shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll every A Shareholder so present shall have one vote for each A Share held by him, and
- 9 2 2 the B Shareholders shall not be entitled to receive notice of, or to attend or vote at, general meetings of the Company

10 Sale Proceeds

10 1 In the event that an agreement referred to in the definition of "Sale" is completed at any time the following provisions of this article 10 shall apply to determine the allocation of the Sale Proceeds

10 2 The Members selling Shares shall pay the Sale Proceeds into a joint account at a UK clearing bank nominated by the A Shareholders immediately prior to the Sale and such Sale Proceeds shall as between the Members be allocated and paid to them as follows irrespective of the proportions in which the Members hold shares in the capital of the Company

- 10 2 1 in the event that an agreement referred to in the definition of "Sale" is completed at any time from the date of the adoption of these Articles up to and including 30 April 2012 the B Shareholders shall be entitled to the First Percentage and the A Shareholders shall be entitled to the balance of the

Sale Proceeds,

- 10 2 2 in the event that an agreement referred to in the definition of "Sale" is completed at any time from 1 May 2012 the B Shareholders shall be entitled to the Second Percentage and the A Shareholders shall be entitled to the balance of the Sale Proceeds; or
- 10 2 3 in the event that from time to time an issue of Shares is made to any person where that person has injected capital into the Company and obtained a shareholding which reasonably reflects the appropriate value for that capital based on the overall value of the Company then the relevant First Percentage or Second Percentage shall be reduced accordingly to reflect that new shareholding. By way of illustration, if a new shareholder has a 10% stake then the Second Percentage due to the B Shareholder on the initial tranche of up to £10m would reduce to 18.18% and any additional tranches would also reduce in the same way
- 10 3 All proportions of any Sale Proceeds that a particular class of Member is entitled to pursuant to article 10 2 shall be paid to the Members of the relevant class of members entitled to such proportion pro rata according to the number of Shares held by them respectively
- 10 4 In the event that that Sale Proceeds include any deferred consideration such amount shall be payable in accordance with the allocation in article 10 2 when such deferred consideration is paid
- 10 5 Immediately prior to and conditional upon a Listing occurring at any time from the date of adoption of these Articles the Members shall enter into such reorganisation of the share capital of the Company as they may agree or, in default, as the A Shareholders may reasonably specify, to give the same economic effect to the holders of the A Shares and B Shares as that to which such Members would be entitled pursuant to the provisions of article 10 2
- 10 6 Immediately following an Asset Sale the Members shall arrange to pay a dividend or distribution of the Sale Proceeds subject only to retaining such amount for working capital as the directors reasonably consider appropriate
- 10 7 On a return of capital on liquidation or otherwise the surplus assets available for distribution to Members shall be allocated in accordance with article 10 2

11 Issue of Shares

- 11 1 Other than as may be determined by special resolution of the Company in general meeting, any unissued Shares from time to time shall, before they are issued, be offered to all the Members in proportion to the amounts (excluding any premium paid on subscription) paid up on the Shares held by them respectively (and such offer shall be at the same price and on the same terms to each such Member). Such offer shall be made by notice specifying the number of Shares offered, the proportionate entitlement of the relevant Member, the price per Share and limiting a period (being not less than 20 Business Days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of such period the Directors shall offer the Shares so declined to the persons who have, within the said period, accepted all the Shares offered to them in the same manner as the original offer and limited by a period of not less than 10 Business Days. If any Shares comprised in such further offer are declined or deemed to be declined such further offer shall be withdrawn in respect of such Shares. At the expiration of the time limited by the notice(s) the Directors shall allot the Shares so offered to or amongst the Members who have notified their willingness to take all or any of such

- Shares in accordance with the terms of the offer. No Member shall be obliged to take more than the maximum number of Shares he has indicated his willingness to take
- 11 2 In respect of any Shares not accepted pursuant to Article 11 1 above or not capable of being so offered except by way of fractions or in respect of any Shares released from the provisions of Article 11 1 by special resolution as therein specified, shall be at the disposal of the Company and the Directors may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, provided that no Shares shall be issued at a discount and provided further that, in the case of Shares not accepted as aforesaid, such Shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the Members, or at a discount. No Share shall be issued more than 3 months after the end of the period for the acceptance of the last offer made under Article 11 1 unless the procedure in Article 11 1 and this Article 11 2 is repeated in relation to that Share
- 11 3 The discretion of the Directors contained in this Article as to the allotment and disposal of and the granting of any option over the Shares shall in any event be subject to the provisions of any agreement relating thereto binding on the Company from time to time and any directions contained in any resolution creating such Shares
- 11 4 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act)
- 12 Transfer of Shares**
- 12 1 In these Articles, reference to the transfer of a Share includes the transmission, transfer, assignment or other disposal of a beneficial or other interest in that Share, or the creation of a trust or encumbrance over that Share, and reference to a Share includes a beneficial or other interest in a Share
- 12 2 No Share shall be transferred unless the transfer is made in accordance with these Articles
- 12 3 Notwithstanding the provisions of article 14 it is acknowledged that the B Shareholders may transfer their shares to an administrator or receiver of a B Shareholder
- 12 4 Shares may be transferred by transfer in writing in usual common form or in any other form approved by the Directors. The instrument of transfer shall be signed by or on behalf of the transferor and, when the Share is not fully paid, shall also be signed by the transferee
- 12 5 The Directors may decline to recognise any instrument of transfer unless the instrument of transfer is duly stamped and is accompanied by the relevant share certificate and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do). All instruments of transfer which are registered may be retained by the Company
- 12 6 Notwithstanding any other provision of these Articles, the Board shall not register a transfer of any interest in a Share if it is to a minor, undischarged bankrupt, trustee in bankruptcy or person who (in the opinion of the Board) is of unsound mind or unless the transfer is made in accordance with these Articles
- 12 7 An obligation to transfer a Share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Share free from any lien, charge or other encumbrance

13 Compulsory transfers

In the event of the death or bankruptcy of a Member, such Member (or his personal representatives or trustee in bankruptcy (as appropriate)) shall be required to serve a Transfer Notice in respect of all Shares held by him (and the provisions of Article 14 shall apply to the transfer of those Shares)

14 Pre-emption on transfer

14 1 Any Member proposing to transfer Shares held by him (a "**Proposing Transferor**") shall give notice in writing (a "**Transfer Notice**") to the Company stating -

14 1 1 the number and class of shares which he proposes to transfer (the "**Sale Shares**"),

14 1 2 the price per share at which he proposes to transfer the Sale Shares to a proposed third party purchaser pursuant to a bona fide, arms length offer to purchase such Sale Shares (the "**Transfer Price**"); and

14 1 3 whether or not the Transfer Notice is conditional upon all and not part only of the Sale Shares being sold pursuant to the offer hereinafter mentioned and in the absence of such stipulation it shall be deemed not to be so conditional

14 2 A Transfer Notice once given or deemed to be given in accordance with article 14 1 cannot be withdrawn unless the Board consents to the withdrawal of the Transfer Notice

14 3 The Transfer Notice shall constitute the Company the agent of the Proposing Transferor for the sale of the Sale Shares at the Transfer Price

14 4 If no Transfer Price is stated in the Transfer Notice and within 28 days of receipt of the Transfer Notice the Proposing Transferor and a majority of the directors (excluding any Proposing Transferor) are unable to agree a price per share at which the Sale Shares should be offered for sale, the directors shall instruct the Expert to determine the Transfer Price in accordance with article 17

14 5 At any time following receipt (or deemed receipt) by the Company of a Transfer Notice or the determination of the Transfer Price (whichever is the later), the Board shall be entitled to offer and allocate the Sale Shares -

14 5 1 for purchase by the Company (subject to the provisions of the Act), or

14 5 2 to the other shareholders, or

14 5 3 to any combination of the above

14 6 If the Company is authorised by Special Resolution to purchase the Sale Shares, the Company shall be the "**Purchaser**" as defined in article 14 8 Otherwise, the Sale Shares shall be offered for sale to all other holders of shares, in which case the Company shall give notice in writing to each of the shareholders of the Company (other than the Proposing Transferor and any other shareholder who has or is deemed to have served a Transfer Notice in relation to all of the Sale Shares held by him) of the proposed transfer of the Sales Shares and invite him to state in writing by a specified date being 28 days from the date of the said notice whether and, if so, the maximum number of Sale Shares he wishes to purchase at the Transfer Price

14 7 The Sale Shares shall, subject to article 14 10, be offered on the basis that, in the event

that acceptances are received for a greater number of shares than the maximum number of Sale Shares available for purchase, the Sale Shares available for that class shall be sold to the shareholders who have accepted the offer in proportion (as nearly as may be) to their existing holdings of shares of the relevant class, subject to the maximum number of shares which each has indicated he wishes to purchase

- 14 8 Within seven days of the closing of the offer to shareholders pursuant to article 14 6 the Company shall give notice of each allocation of Sale Shares in accordance with articles 14 6 to 14 7 (inclusive) (an "**Allocation Notice**") to the Proposing Transferor and each of the persons to whom Sale Shares have been allocated (each a "**Purchaser**") and shall specify in the Allocation Notice the place and time (being not less than 7 and not more than 14 days after the date of the Allocation Notice) at which the sale of the Sale Shares shall be completed
- 14 9 Subject to article 14 10, upon such allocation being made as aforesaid, the Proposing Transferor shall be bound, on payment of the Transfer Price, to transfer the Sale Shares comprised in the Allocation Notice to the Purchaser(s) named therein at the time and place therein specified. If he makes default in so doing the Chairman (provided he is not the Proposing Transferor) or failing him one of the directors or some other person duly nominated by a resolution of the Board for that purpose, shall forthwith be deemed to be the duly appointed attorney of the Proposing Transferor with full power to execute, complete and deliver in the name and on behalf of the Proposing Transferor a transfer of the relevant Sale Shares to the Purchaser(s) and the Board may receive and give a good discharge for the purchase money on behalf of the Proposing Transferor and (subject to the transfer being duly stamped) enter the name of the Purchaser(s) in the register of shareholders as the holder or holders by transfer of the shares so purchased by him or them. The Board shall forthwith pay the purchase money into a separate bank account in the Company's name and shall hold such money on trust (but without interest) for the Proposing Transferor until he shall deliver up his certificate or certificates for the relevant shares to the Company when he shall thereupon be paid the purchase money
- 14 10 If the Proposing Transferor shall have included in the Transfer Notice a provision that unless all the Sale Shares are sold none shall be sold and if the total number of shares applied for is less than the total number of Sale Shares then the Allocation Notice shall refer to such provision and shall contain a further invitation open for 28 days to those persons to whom Sale Shares have been allocated to apply for further Sale Shares and completion of the sales in accordance with the preceding paragraphs of this article 14 shall be conditional upon such offer being accepted in relation to all of the Sale Shares
- 14 11 In the event that any (and in the case of a condition in accordance with article 14 10 being applicable, all) of the Sale Shares are not sold in accordance with this article 14.11, the Proposing Transferor may at any time within two calendar months after receiving confirmation from the Company that the pre-emption provisions herein contained have been exhausted, transfer any Sale Shares not sold to any person or persons at any price not less than the Transfer Price **PROVIDED** that
- 14 11 1 the Board shall be entitled to refuse registration of the proposed transferee if he is believed to be, or is a nominee for, a person reasonably considered by the Board to be a competitor or connected with a competitor of the business of the Company and its subsidiaries and if as a result of such transfer more than 5% of the share capital of the Company would be held by, or by nominees for, competitors or persons connected with competitors of the business of the Company and its subsidiaries,
- 14 11 2 if the Proposing Transferor stipulated in the Transfer Notice that unless all the Sale Shares were sold none should be sold, the Proposing Transferor shall not be entitled, save with the written consent of all the other

shareholders of the Company, to sell hereunder only some of the Sale Shares comprised in the Transfer Notice to such person or persons, and

- 14 11 3 any such sale shall be a bona fide, arms length sale and the Board may require to be satisfied in such manner as it may reasonably require that the Sale Shares are being sold in pursuance of a bona fide, arms length sale for not less than the Transfer Price without any deduction, rebate or allowance whatsoever to the Purchaser and if not so satisfied may refuse to register the instrument of transfer

15 Come Along Option

- 15 1 If any one or more Members holding at least 50% of the A Shares (together the "**Selling Shareholders**") wish to transfer all their A Shares ("**Come Along Shares**") pursuant to a bona fide arm's length transaction to a Third Party Purchaser, the Selling Shareholders shall have the option (the "**Come Along Option**") to require all the other members to transfer all their shares with full title guarantee to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with this article 15
- 15 2 The Selling Shareholders may exercise the Come Along Option by giving notice to that effect (a "**Come Along Notice**") to all other Members (the "**Called Shareholders**") at any time before the registration of the transfer of the Shares held by the Selling Shareholders. A Come Along Notice shall specify that the Called Shareholders are required to transfer all their Shares (the "**Called Shares**") pursuant to article 15 1 to the Third Party Purchaser, the price at which the Called Shares are to be transferred (determined in accordance with article 15 4) the proposed date of transfer (if known) and the identity of the Third Party Purchaser. A Come Along Notice shall be deemed served upon the envelope containing it being placed in the post and article 21 shall in the context of a Come Along Notice be amended accordingly
- 15 3 A Come Along Notice may be revoked at any time prior to completion of the sale of the Called Shares and any such revocation notice shall be served as in article 15 2
- 15 4 The Called Shareholders shall be obliged to sell the Called Shares at the specified price (defined in Article 16 3)
- 15 5 Completion of the sale of the Called Shares shall take place on the same date as the date of actual completion of the sale of the Come Along Shares unless all of the Called Shareholders and the Selling Shareholders agree otherwise
- 15 6 Each Called Shareholder shall on service of the Come Along Notice be deemed to have irrevocably appointed each of the Selling Shareholders severally to be his attorney to execute any stock transfer and covenant for full title guarantee in respect of the Called Shares registered in the name of such Called Shareholders and to do such other things as may be necessary or desirable to accept, transfer and complete the sale of the Called Shares pursuant to this articles. The rights of pre-emption and other restrictions contained in these Articles shall not apply on any sale and transfer of Shares by the Selling Shareholders or the Called Shareholders to the Third Party Purchaser named in a Come Along in connection with the transfer contemplated by article 15 1 and the Come Along Notice
- 15 7 For the avoidance of doubt in connection with a Sale under this article 15 (Come Along) or article 16 (Tag Along) the provisions of article 10 2 (Allocation of proceeds) shall apply to the proceeds of the Shares
- 15 8 Upon any person, following the issue of a Come Along Notice, becoming a member of the Company pursuant to the exercise of pre-existing option to acquire shares in the

Company (a "**New Member**"), a Come Along Notice, on the same terms as the previous Come Along Notice, shall be deemed to have been served upon the New Member who shall thereupon be bound to sell and transfer all such shares acquired by him to the Third Party Purchaser or as the Third Party Purchaser 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 Come Along Notice being deemed served on the New Member or, if later, upon the date of completion under the previous Come Along Notice

16 Tag Along

16 1 No sale or other disposition of any Share (the "**Specified Shares**") shall have any effect if it would result in a Change of Control unless before the transfer is lodged for registration the Third Party Purchaser has made a bona fide offer in accordance with these Articles to purchase at the specified price (defined in article 16 3) all the Shares held by Members who are not acting in concert or otherwise connected with the Third Party Purchaser (the "**Uncommitted Shares**")

16 2 An offer made under article 16 1 shall be in writing, open for acceptance for at least 15 Business Days, and shall be deemed to be rejected by any Member who has not accepted it in accordance with its terms within the time period prescribed for acceptance and the consideration thereunder shall be settled in full on completion of the purchase and within 30 days of the date of the offer

16 3 For the purposes of article 15 and 16

16 3 1 the expression "**specified price**" means a price per share at least calculated by reference to the highest price paid or payable by the Third Party Purchaser for any Shares (including to avoid doubt the Specified Shares or the Come Along Shares as the case may be) plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Specified Shares or Come Along Shares which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for the Specified Shares or Come Along Shares **BUT** adjusted to take full account of the respective rights of the classes of shares under article 10 (Allocation of proceeds), and

16 3 2 if any part of the specified price is payable otherwise than in cash any Member may require as a condition of his acceptance of the offer, to receive in cash on transfer all or any of the price offered for his Uncommitted Shares

17 Expert determination

17 1 In the event of a dispute relating to the Sale Proceeds, the First Percentage, the Second Percentage or the Transfer Price any party may apply for determination by an Expert

17 2 An Expert is a person appointed to resolve a dispute arising under article 17 2 above

17 3 The Members shall use all reasonable endeavours to procure that the Expert shall deliver a written decision and give notice (including a copy) of the decision to the parties as soon as possible and within a maximum of 28 days of the matter being referred to him, if possible

17 4 If the Expert dies or becomes unwilling or incapable of acting then

- 17 4 1 any Member may apply to the President for the time being of the Institute of Chartered Accountants to discharge the Expert and to appoint a replacement Expert with the required expertise, and
- 17 4 2 this article 17 applies in relation to the new Expert as if he were the first Expert appointed
- 17 5 All matters under this article 17 shall be conducted, and the Expert's decision shall be written, in the English language
- 17 6 The Members are entitled to make submissions to the Expert and shall provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision
- 17 7 To the extent not provided for by this article 17 the Expert may, in his reasonable discretion, determine such other procedures to assist with the conduct of the determination as he considers just or appropriate
- 17 8 Each Member shall with reasonable promptness supply each other with all information and give each other access to all documentation and personnel as the other party reasonably requires to make a submission under this clause
- 17 9 In the event that the Expert is required to determine the Transfer Price such price shall be the amount the Expert (as the case may be) shall on the application of the Board certify in writing to be the price which in their opinion represents a fair market value of each share being the sum which a willing purchaser would agree with a willing seller to be the purchase price for all the shares of the Company (taking account of any under option) divided by the number of issued shares and shares under option and so that there shall be no addition of any premium or subtraction of any discount by reference to the size of the holding the subject of the Transfer Notice or in relation to any restrictions on the transferability or options of over the shares to be sold whether under these Articles or otherwise
- 17 10 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine any dispute, which may include any issue involving the interpretation of any provision of these Articles, his jurisdiction to determine the matters and issues referred to him or his terms of reference. The Expert's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud
- 17 11 Each Member shall bear its own costs in relation to the Expert. The Expert's fees and any costs properly incurred by him in arriving at his determination (including any fees and costs of any advisers appointed by the Expert) shall be borne by the selling Member who has referred to the Expert and the Company equally or in such other proportions as the Expert directs
- 17 12 For the avoidance of doubt the appointment of an Expert under this article 17 shall not prevent the completion of a Sale or a sale or transfer under articles 15 or 16
- 18 Variation of class rights**
- 18 1 The occurrence of any of the following shall require the prior written approval of the B Shareholders
- 18 1 1 the creation, allotment, issue (or entering into of any negotiations or reaching of any agreement (legally or otherwise) to create, allot or issue) of any shares or securities, or granting of any option, warrant or other right to subscribe or convert any securities into shares, or requiring the allotment or

issue of any such shares or securities whether conditional or otherwise save for

- (a) an issue of shares made to any person on a bona fide arms length basis where that person has injected capital into the Company and obtains a shareholding which reasonably reflects the appropriate value for that capital based on the overall value of the Company, or
- (b) where an offer has been made on a pre-emptive basis in accordance with these articles or section 561 of the Act,

- 18 1 2 the increasing, repayment, subdivision, consolidation, capitalisation or other variation of the issued share capital of the Company,
- 18 1 3 the redemption, purchase or acquisition of any interest in any issued share capital of the Company,
- 18 1 4 the reduction of the share capital of the Company, capitalisation of any reserves, application of any amount for the time being standing to the credit of the share premium account or capital redemption reserve of the Company or reduction of any uncalled liability in respect of partly paid shares in the capital of the Company for any purpose,
- 18 1 5 the issuing of any petition or passing of any resolution or taking of any other steps to wind up the Company (unless it has become insolvent within the meaning of section 123 of the Insolvency Act 1986) or taking of any steps to place the Company in administration or making of any application for the appointment of an administrator or administrative receiver over the assets of the Company,
- 18 1 6 the proposing or entering into of any arrangement, scheme, moratorium, compromise or composition with the Company's creditors (whether under Part I of the Insolvency Act 1986 or otherwise),
- 18 1 7 any Sale or Asset Sale which is not on bona fide, arms length terms,
- 18 1 8 paying or allowing the Company or any subsidiary for the time being to pay more than 200% of the contracted value in any consecutive period of 12 months in respect of any management, advisory, remuneration or other fee to or to the order of any of the shareholders of the Company (or any person, firm or company connected with them (as defined in section 839 of the Income and Corporation Taxes Act 1988)) or any holding company of the Company including without limitation the payment of directors' fees or remuneration, bonuses, expenses and benefits payable by the Company to its shareholders whether in their capacity as directors or employees of the Company or otherwise, or establishing or amending any pension scheme or granting any pension rights to any Director, officer, employee, former Director, officer or employee, or any member of any such person's family, or
- 18 1 9 entering into any agreement or arrangements to do any of the things set out above

19 Information concerning shareholdings and transfers

- 19 1 For the purpose of ensuring that no circumstances have arisen whereby a Transfer Notice is or may be required to be given hereunder, or to be satisfied that any proposed sale is bona fide and on the terms stated in the Transfer Notice with no rebate or allowance, the

Directors may from time to time require any member or the legal personal representatives of any deceased member or any person named as transferee in the transfer lodged for registration to furnish to the Company such information or evidence as the Directors may think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after such requirement being made, the Directors shall be entitled to refuse to register the transfer in question or (if no transfer is in question) to require by notice in writing that a Transfer Notice be given in accordance with Article 13 in respect of the Shares concerned.

19 2 In a case where the Directors have duly required a Transfer Notice to be given in respect of any Shares and such Transfer Notice is not duly given within a period of one month or such longer period as the Directors may allow for the purpose, such Transfer Notice shall be deemed to have been given on such date after the expiration of the said period as the Directors may by resolution determine and the forgoing provisions of these Articles shall take effect accordingly.

19 3 From (and including) the date on which the Directors have duly required a Transfer Notice(s) to be given pursuant to these Articles, all holders of Shares subject to such Transfer Notice(s) shall not transfer or encumber any of their Shares or any interest in their Shares (other than pursuant to such Transfer Notice(s)) until all proceedings pursuant to such Transfer Notice(s) have been finalised in accordance with these Articles.

20 Proceedings at general meetings

20 1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be two persons present in person or by proxy.

20 2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.

20 3 At a general meeting, on a show of hands every Member who is present in person or by proxy shall have one vote, unless the proxy is himself a Member entitled to vote, on a poll every Member present in person or by proxy shall have one vote for each Share of which he is the holder, and on a vote on a written resolution every Member has one vote for each Share of which he is the holder.

20 4 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.

20 5 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that Article.

20 6 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of general meeting (or adjourned meeting) to which they relate".

20 7 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid" as a new paragraph at the end of that Article.

21 Means of communication to be used

21 1 Subject to Article 21 2, any notice, document or other information shall be deemed served

on, or delivered to, the intended recipient

- 21 1 1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted,
 - 21 1 2 if properly addressed and sent by prepaid airmail to an address outside the United Kingdom, 72 hours after it was posted,
 - 21 1 3 if properly addressed and delivered by hand, when it was given or left at the appropriate address,
 - 21 1 4 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
 - 21 1 5 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website
- 21 2 Any notice, document or other information served on, or delivered to, an intended recipient under Article 13 may not be served or delivered in electronic form (other than by fax), or by means of a website
- 21 3 In proving that any notice, document or information was properly addressed, it shall be sufficient to show that the notice, document or information was delivered to an address permitted for the purpose by the Act

22 Company seal

The Company need not have a company seal and pursuant to section 44 of the Act, the Company may execute and deliver any document as a deed under the signature of any two directors or of one director and the secretary or by a sole director. A certificate in respect of any shares or other securities in the Company shall be validly issued if it is executed as a deed as aforesaid

23 Indemnity

- 23 1 A relevant Director (as defined in Article 23 3 below) shall be indemnified out of the Company's assets against any liability (other than a liability to the Company or an associated company) which that Director incurs in connection with
- 23 1 1 civil proceedings in relation to the Company or an associated company (other than a liability incurred in defending proceedings brought by the Company or an associated company in which final judgment is given against the Director),
 - 23 1 2 criminal proceedings in relation to the Company or an associated company (other than a fine imposed in such proceedings, or a liability incurred in defending proceedings in which the Director is convicted and the conviction is final),
 - 23 1 3 regulatory action taken by or a regulatory investigation by a regulatory authority in relation to the Company or an associated company (unless a sum is payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising)), or

- 23 1 5 any application for relief under section 589 or 1157 of the Act unless the court refuses to grant the Director relief, and the refusal of relief is final
- 23 2 For the purposes of Article 23 1, a judgment, conviction or refusal of relief becomes final
- 23 2 1 if not appealed against, at the end of the period for bringing an appeal, or
- 23 2 2 if appealed against, at the time when the appeal (or any further appeal) is disposed of, and an appeal is disposed of
- (a) if it is determined and the period for bringing any further appeal has ended, or
- (b) if it is abandoned or otherwise ceases to have effect
- 23 3 In this Article 23
- 23 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- 23 3 2 a **"relevant Director"** means any Director or former director of the Company
- 24 Insurance**
- 24 1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss
- 24 2 In this Article 24
- 24 2 1 a **"relevant officer"** means any Director or former director of the Company, any other officer or employee or former officer or employee of the Company (but not its auditors) or any trustee of an occupational pension scheme (as defined in section 235(6) the Act) for the purposes of an employees' share scheme of the Company, and
- 24 2 2 a **"relevant loss"** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company (within the meaning of Article 23 3 above) or any pension fund or employees' share scheme of the Company