

# **MONEY DASHBOARD LIMITED (the "Company")**

**Registered in Scotland Number: SC301187**

**Companies Acts**

**Written Record of**

**Members' Written Resolutions**

**Circulation Date: 17/12/07**

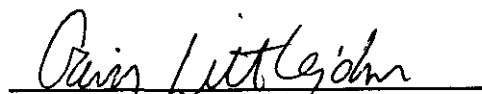
On the 20<sup>th</sup> day of December 2007, the following RESOLUTIONS IN WRITING (such Resolutions to have effect as Ordinary and Special Resolutions, as indicated) were duly passed by all the members of the Company entitled to attend and vote at a general meeting of the Company

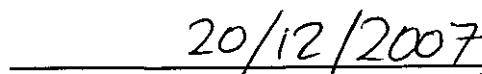
## **ORDINARY RESOLUTION**

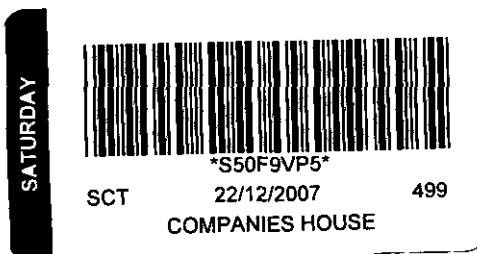
- 1 That pursuant to Section 80 of the Companies Act 1985 (the "Act") the Directors of the Company be generally and unconditionally authorised to issue and allot up to 1,250,000 Ordinary Shares of £0 0001 each at a price of £0 10 per Ordinary Share of £0 0001 to such persons, at such times and on such conditions as the Directors may determine during the period of four months from the date this authority is given

## **SPECIAL RESOLUTIONS**

- 2 THAT all rights of pre-emption whether in terms of the Articles of Association of the Company or the Act or otherwise be and are hereby waived in respect of any allotment of up to 750,000 Ordinary Shares of £0 0001 each (only) made pursuant Resolution 1 above, provided such allotment of shares (i) is made at a price of £0 10 per Ordinary Share of £0 0001 and (ii) is made before 31 December 2007
- 3 THAT the document attached, signed by the Chairman for verification purposes, be adopted as new Articles of Association of the Company, in place of and to the exclusion of all other Articles of Association

  
DIRECTOR

  
Dated



WARNING This document has been prepared by MBM Commercial LLP on behalf of Money Dashboard Limited. You should take independent legal advice before subscribing for or purchasing any shares in Money Dashboard Limited because all such shares issued or transferred to you will be subject to the terms of this document.

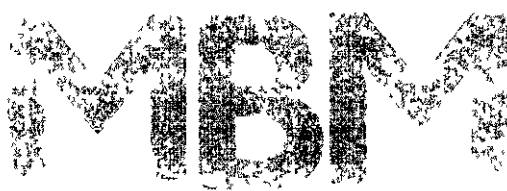


## ARTICLES of ASSOCIATION

### **MONEY DASHBOARD LIMITED**

(Registered Number SC301187)

(ADOPTED 20 DECEMBER 2007)



**C O M M E R C I A L L P**

**MBM COMMERCIAL LLP**  
107 GEORGE STREET EDINBURGH EH2 3ES  
DX ED403 EDINBURGH  
TELEPHONE 0845 408 5453  
FACSIMILE 0131 225 9212

Ref MONEY01/04/SJFH

Copyright © 2005 2007, MBM COMMERCIAL LLP All rights reserved

# ARTICLES OF ASSOCIATION

of

## **MONEY DASHBOARD LIMITED**

(Registered Number SC301187)

## A PRIVATE LIMITED COMPANY

Incorporated under

## THE COMPANIES ACTS

(ADOPTED 20 DECEMBER 2007)

### **DEFINITIONS AND INTERPRETATION**

#### **1 In these Articles**

- 1.1 The words and expressions below shall have the following meanings unless the context requires otherwise

"the Act"	means the Companies Act 1985 including any statutory modification or re enactment thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force,
"Articles"	means these articles of association constituted by the following regulations together with any duly authorised amendments or alterations from time to time, and the term "Article" shall be a reference to a regulation contained in these Articles,
"Acting in Concert"	shall have the meaning given to it in the City Code on Takeovers and Mergers from time to time,
"Associated Company"	shall have the meaning given to it in the Act,
"Auditors"	means the auditors of the Company from time to time, unless auditors are not required pursuant to the Act and have not been appointed, in which case such reference shall

	instead mean the accountants of the Company from time to time,
"Authorised Amount"	means £1,000 divided into 9,520,000 Ordinary Shares and 480,000 Deferred Shares,
"Board"	means the board of Directors of the Company from time to time,
"Circulation Date"	means the earliest date on which a proposed written resolution is communicated in hard copy or electronic form (including without limitation by electronic mail or by publication on a website) to every eligible member who is entitled to receive such communication,
"Company"	means Money Dashboard Limited, a private limited company incorporated under the Companies Acts 1985, registered in Scotland under number SC301187 and having its registered office at 107 George Street, Edinburgh, EH2 3ES,
"Connected Persons"	shall have the meaning ascribed to it in Section 839 of the Income and Corporation Taxes Act 1988,
"Control Percentage"	means any percentage exceeding 50%,
"Deferred Shares"	means deferred shares of £0 0001 each having the rights set out in Article 9,
"Director"	means a director of the Company or any alternate director duly appointed in accordance with these Articles,
"Disposal"	means the sale or transfer of the whole or substantially the whole of the undertaking or assets of the Company and its subsidiaries (in one transaction or as a series of related transactions) after the date of adoption of these Articles,
"Equity Investment"	means, after 31 December 2007, an equity investment in the Company by one or more persons of an aggregate sum of £67,500 or more by means of subscription for Ordinary Shares (such subscription sums to be aggregated only where payable on the same day),
"Flotation"	means in relation to any of the issued share capital of the Company or any Group Member of the Company

- (a) an announcement has been made in accordance with the "Listing Rules" (as referred to below) regarding the decision of the UKLA to admit the same to the official list of the UKLA, or
- (b) the grant of permission (and announcement thereof) by the London Stock Exchange for the same to be dealt in on the Alternative Investment Market of the London Stock Exchange, or
- (c) the admission of or the grant of permission (and announcement thereof if applicable) for the same to be dealt in on some other market similar or equivalent to those aforesaid whether in the UK or elsewhere, or
- (d) a reverse takeover (within the meaning contained in (and in accordance with) the UKLA publication entitled "the Listing Rules" current at the date of this Agreement) by a member of another group of companies any of whose shares are already the subject of a Flotation,

**"Group Member"**

means any holding company, subsidiary company or wholly owned subsidiary company as defined in terms of section 736 of the Act or a parent company as defined in terms of section 258 of the Act,

**"Investor"**

means each of Gordon Neilly (residing at 5 Newlands, Kirknewton, Midlothian, EH27 8LR), Douglas Andrew Smith (residing at Tweed Lodge, Kerfield, Peebles, EH45 8LY), Jeremy William Fraser (residing at Plenloth House, Stow, TD1 2SU), Raymond Marvin Entwistle (residing at The Glebe, Lauder, TD2 6RW) and Andrew Gavin Douglas Miller (residing at Easter Tullyneddie Farm, Forneth, Blairgowrie, Perthshire, PH10 6SL), Ian Jones (residing at 4 Murieston Vale, Livingston, West Lothian, EH54 9EP), Andrew Barrie (residing at 10 Corrennie Gardens, Edinburgh EH10 6DG) and David Robinson (residing at 16, Gillespie Road, Colinton, Edinburgh EH13 0LL),

"member"	means a person registered as a member in the register of members of the Company,
"Mr Littlejohn"	means Gavin Maxwell Littlejohn residing at 8 Still Haugh, Fountainhall, Scottish Borders, TD1 2SL,
"Ordinary Shares"	means ordinary shares of £0 0001 each in the share capital of the Company,
"Privileged Relation"	means the spouse, widow, civil partner, surviving civil partner of the relevant person and the relevant person's children and grandchildren (including step and adopted children and their issue) and step and adopted children of the relevant person's children ("family members"), any trust established for the benefit of the relevant person or his family members, or any charitable trust established by the relevant person and/or by his family members,
"Qualifying Majority"	means 75%,
"Re classification Event"	means a Equity Investment, a Sale or a Flotation where the relevant price of the shares is no less than £0 15 per Ordinary Share or a Disposal where the aggregate consideration payable to the Company would give a distribution to the holders of the Ordinary Shares of at least £0 15 per Ordinary Share,
"Regulation"	means a regulation contained in Table A,
"Sale"	means the sale of (or grant of a right to acquire or to dispose of) any of the shares in the capital of the Company (in one transaction or as a series of transactions after adoption of these Articles) which will result in the purchaser of such shares (or grantee of such right) and persons connected with him together having an interest directly or indirectly in shares in the Company conferring in the aggregate 50% or more (before any conversion of Deferred Shares in accordance with Article 17) of the total voting rights conferred by all the issued shares in the Company,
"share"	means any share forming part of the share capital of the Company,
"Table A"	means Table A of the Companies (Tables A to F) Regulations 1985, SI1985/805 (as amended, including without limitation by the Companies (Tables A to F) (Amendment) Regulations

2007, SI 2007/2541),

“Total Transfer Condition” shall have the meaning given to it in Article 12 2, and

“Valuer” means the Auditors of the Company, unless they decline to act and in such an instance the valuer shall instead be appointed by the President for the time being of the Institute of Chartered Accountants of Scotland

- 1 2 Words importing the singular include the plural and vice versa
- 1 3 Words importing a particular gender include any gender
- 1 4 References to a “person” include any natural person, or any legal person, body or organisation, incorporated or unincorporated
- 1 5 The headings in these Articles are for convenience only and shall not affect the construction of these Articles
- 1 6 Words and expressions defined in the Act shall bear the same meanings in these Articles, excluding any statutory modification to those defined terms not in force as at the date of adoption of these Articles
- 1 7 Unless provision is made to the contrary, references to any statute or statutory provision includes a reference to
- 1 7 1 that statute or statutory provision as from time to time amended, extended, re enacted or consolidated whether before or after the date of adoption of these Articles, and
- 1 7 2 all statutory instruments or orders made pursuant to it
- 1 8 All references in these Articles to Sections or Sub sections of the Act shall unless clearly stated to the contrary refer to the section or sub section numbers of the Companies Act 1985 References in these Articles to such sections and sub sections of the Companies Act 1985 shall in the event that such sections or sub sections are modified, re enacted or repealed by the Companies Act 2006 (and any subordinate legislation) shall be construed as referring instead to the corresponding provision in the Companies Act 2006 (or subordinate legislation)

#### **TABLE A**

- 2 The Regulations contained in Table A shall apply to the Company except in so far as they are excluded or varied by or are inconsistent with these Articles
- 3 Regulations 5, 8, 24, 26, 41, 59, 64, 76 to 79 (inclusive), 89, 90, 94 to 97 (inclusive) and 101 shall not apply to the Company
- 4 The following amendments shall be made to the Regulations in so far as they apply to the Company

4 1 in Regulation 6, by the deletion of the phrase "sealed with the seal" in the second sentence, and by the substitution, in its place, of the phrase "executed in accordance with the Act or the Requirements of Writing (Scotland) Act 1995",

4 2 in Regulation 46, by the deletion of the second sentence which comprises the whole of the remainder of that Regulation and by the substitution, in its place, of the following sentence

"A poll may be demanded at any general meeting or at any meeting of a class of members by the chairman or by any member entitled to vote at that meeting, present in person, or by any member's proxy or attorney, or if a corporation, by its duly authorised representative", and

4 3 in Regulation 112, by the deletion of the first sentence and by the substitution, in its place, of the following sentences

"Any notice required or permitted to be given by the Company to a member shall be sufficiently given to that member if sent in a legible form by facsimile transmission ("fax"), first class or express registered post ("post"), or airmail, or by personal delivery, including courier delivery, to the registered address of the member, or by electronic mail ("e mail") to the e mail address of the member notified to the Company "

4 4 in Regulation 115, by the deletion of the second sentence and by the substitution, in its place, of the following sentences

"A notice shall be deemed to have been received (i) in the case of fax, a successful transmission report is generated during that or the next Working Day, (ii) in the case of post, thirty six hours from midnight (00 00 hrs) on the date of posting, postage prepaid, evidenced by the relevant proof of posting, (iii) in the case of airmail, on the seventh Working Day following mailing, if mailed by airmail, postage prepaid, evidenced by the relevant proof of posting, (iv) in the case of personal delivery, thirty minutes after the time of delivery, evidenced, where appropriate, by the courier's receipt duly counter signed for or on behalf of the addressee and (v) in the case of email, a successful delivery receipt is generated during that or the next Working Day Where the deemed day of receipt of a notice is not a "Working Day" (which means any day from Monday to Friday inclusive which is not a local, public or statutory holiday) or where deemed receipt occurs at the place of delivery on a Working Day but after 1800hrs, that notice shall be deemed to have been received at 0930hrs on the next Working Day "

## **SHARE CAPITAL**

5 The authorised share capital of the Company as at the date of adoption of these Articles consists of the Authorised Amount

6 The Company may at its sole discretion recognise and record the holding of a share by a person on trust, or in the names of trustees, but unless specifically recognised by the Company as such a holding, the Company shall not be bound by, or obliged to recognise, any interest in any share except for the absolute rights of the holder named in the register of members



- 7 Any original shares of the Company for the time being unissued and any new shares from time to time to be created shall be offered to existing members in strict proportion to the number of Ordinary Shares held by them at that time. The offer shall be made by notice to each member specifying the number of shares offered and stating a period (not being less than 21 days) within which the offer if not accepted by notice to the Company shall be deemed to be declined. Following the expiry of such period or receipt of notice of the acceptance or refusal of every offer made hereunder the Directors may dispose of any shares not accepted by the members in such manner as they think most beneficial to the Company provided that such shares shall not be disposed of on terms which are more favourable to the allottee than the terms on which they were offered to the members hereunder.
- 8 Pursuant to the Act, all statutory rights of pre-emption shall be excluded from applying to the Company.

### **DEFERRED SHARES**

- 9 The Deferred Shares shall have no voting rights, no rights to dividends or other distribution of the Company and, on a winding up, shall only be entitled to receive one penny per share after payment of the sum of £20,000,000 on each of the ordinary shares of £0.0001 each. The Deferred Shares shall for all purposes not be valued at more than £1 in aggregate for the entire class of shares.

### **LIEN**

- 10 The Company shall have a first and paramount lien on every share for all monies, whether presently payable or not, called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares registered in the name of any person, whether solely or jointly with others, for all moneys owing to the Company from that person, or that person's estate, either alone or jointly with any other person, whether as a member, or not, and whether such monies are presently payable or not. The Directors may at any time declare any share to be wholly or partly exempt from the provisions of this Article.

### **TRANSFER OF SHARES**

11

- 11.1 Save in respect of a transfer complying with one or more of the conditions specified in Article 11.4, no transfer of any share shall be registered unless it is first approved by the Directors.
- 11.2 Except a transfer complying with one or more of the conditions specified in Article 11.4, the Directors may, in their absolute discretion and without assigning any reason therefor, refuse to register any transfer of any share.
- 11.2.1 whether or not it is a fully paid share, and/or
- 11.2.2 upon which the Company has a lien.
- 11.3 Subject only to
- 11.3.1 Articles 11.2, 13 and 15, and

11 3 2 the presentation of such evidence as the Directors may reasonably require to show the right of a transferor to make the transfer,

a transfer complying with one or more of the conditions specified in Article 11 4 shall be registered by the Directors

11 4 The following are the conditions specified in Articles 11 1, 11 2 and 11 3

11 4 1 a transfer of a share made with the prior written consent of all the members of the Company for the time being, other than the transferor,

11 4 2 a transfer of a share pursuant to Article 12,

11 4 3 a transfer or transmission of a share by any member, that is an individual, to a Privileged Relation,

11 4 4 a transfer or transmission of a share by any member, which is a company, to a Group Member of that company, subject to the obligation on any such corporate transferee to retransfer any such share to the original transferor in the event that the corporate transferee ceases to be a Group Member

## 12

12 1 Except in the case of a transfer expressly authorised by Article 11 4, no person shall be entitled to dispose of any interest in any shares without first offering such shares for transfer to the holders of other shares in the Company. The offer shall be made by the proposing transferor(s) (the "Transferor") by notice in writing to the Company (a "Transfer Notice") and may be in respect of all or some only of the shares held by the Transferor (the "Offer Shares")

12 2 The Transfer Notice shall specify the Offer Shares and the price at which they are offered for sale (the "Suggested Price") and shall constitute the Directors as the agents of the Transferor for the sale of the Offer Shares (a) to other holders of shares in the Company and, failing which, (b) to the Company, in accordance with this Article 12. A Transfer Notice may contain a provision that unless all the Offer Shares are sold under this Article, none shall be sold (a "Total Transfer Condition"). A Transfer Notice may not be revoked unless (i) it contains a Total Transfer Condition or (ii) all the members of the Company agree in writing that it may be revoked or (iii) permitted in terms of Article 12 6

12 3 Within 7 days after a Transfer Notice is received by the Company, the Directors shall give notice to all the holders of shares in the Company (other than the Transferor) of the number and description of the Offer Shares and the Suggested Price, inviting each such holder to notify the Company within 21 days (a) if he requires the Offer Shares to be valued (such notification being a "Valuation Notice") and (b) if he does not so require whether he is willing to purchase any and, if so, what maximum number, of Offer Shares at the Suggested Price

12 4 If on or before the expiry of the 21 day period referred to in Article 12 3 the Directors shall receive a Valuation Notice requesting a valuation then the Directors shall instruct the Valuer to determine the fair value of the Offer

Shares in accordance with Article 12 5, acting as an expert and not as an arbiter, and to produce a certificate stating such value (a "Certificate of Fair Value") within 14 days of being instructed to do so

- 12 5 The fair value of the Offer Shares ("the Fair Value") shall be calculated on the basis of the value of the whole Company on a going concern basis as between a willing seller and a willing buyer, with no reduction or other account being taken of the proportion which the Offer Shares bear to the total number of shares in issue, or shares of the same class as the Offer Shares in issue or any restrictions on the ability to transfer the Offer Shares. The Fair Value of each Offer Share shall be calculated by dividing the Fair Value of all the Offer Shares by the total number of the Offer Shares and where any Offer Shares are Deferred Shares they shall be deemed to be valued at such proportionate value where the whole class of Deferred Share in issue is valued at a Fair Value in aggregate of £1
- 12 6 Within 7 days of receipt by the Directors of the Certificate of Fair Value, the Directors shall send a copy thereof to the Transferor, declaring that the Transferor shall be entitled to revoke the Transfer Notice by notice in writing to the Directors within 7 days from the date of service upon the Transferor of such copy
- 12 7 The cost of obtaining a Certificate of Fair Value shall be borne by the Company, unless the Transferor revokes the Transfer Notice in accordance with Article 12 6 in which case the Transferor shall bear such cost
- 12 8 If the Transfer Notice is not revoked by the Transferor in accordance with Article 12 6, the Directors shall give notice to all the holders of shares in the Company (other than the Transferor) of the lower of (i) the Suggested Price and (ii) the Fair Value as determined by the Valuer (the "Purchase Price") and the number and description of the Offer Shares, inviting each such holder to notify the Company within 14 days whether he is willing to purchase any and, if so, what maximum number, of Offer Shares at the Purchase Price
- 12 9 On the expiry of the 21 day period referred to in Article 12 3 or if a Certificate of Fair Value has been obtained the expiry of the 14 day period referred to in Article 12 8, the Directors shall allocate the Offer Shares to those members who have applied to purchase the Offer Shares, and in the event that the number of Offer Shares applied for exceeds the number of Offer Shares available such allocation shall be made in accordance with Article 12 10. If the Transfer Notice contains a Total Transfer Condition, no allocation of the Offer Shares shall be made under this Article 12 10 unless as a result of such allocation combined with the purchase of Offer Shares by the Company pursuant to Article 12 14 1 (if any), all the Offer Shares will be sold
- 12 10 If the aggregate number of Offer Shares for which members have applied exceeds the number of Offer Shares available, priority shall be given to those members holding shares of the same class as the Offer Shares, and the allocation shall be made so far as practicable in proportion to the nominal amount of the share capital of that class held by each of those members but shall not in the case of any member exceed the number of Offer Shares for which he has applied. Thereafter, any Offer Shares remaining unallocated shall be allocated amongst the holders of other classes of shares so far as practicable in proportion to the nominal amount of share capital of the

Company held by each of those members but shall not in the case of any member exceed the number of Offer Shares for which he has applied

12 11 On the allocation being made, the Directors shall give details of the allocation in writing to the Transferor and to each member who has stated his willingness to purchase. On the seventh day after such details are given, the members to whom the allocation has been made shall be bound to pay the Purchase Price for, and to accept a transfer of, the Offer Shares allocated to them respectively and the Transferor shall be bound, on payment of the Purchase Price, to transfer the Offer Shares to the respective purchasers

12 12 If in any case a Transferor after having become bound to transfer any shares to a purchaser, shall default in transferring the Offer Shares, the Directors may authorise any Director to execute on behalf of and as attorney for the Transferor any necessary transfers and may receive the Purchase Price and shall thereupon cause the name of the purchaser to be entered in the register as the holder of the Offer Shares and hold the Purchase Price in trust for the Transferor. The receipt of the Directors for the Purchase Price shall be a good discharge to the purchaser and after the name of the purchaser has been entered in the register of members of the Company the validity of the transfer to the purchaser may not be questioned by the Transferor

12 13 Where more than one member has stated his willingness to purchase Offer Shares and through no default of the Transferor such purchase is not duly completed, the Directors shall forthwith notify all the other members who have stated their willingness to purchase Offer Shares and if, within seven days of such notice being given, those other members shall not between them duly complete the purchase of the Offer Shares in respect of which there has been default in completion, the provisions of Article 12 14 shall apply

12 14

12 14 1 Following the expiry of (i) the 21 day period referred to in Article 12 3 or (ii) if a Certificate of Fair Value has been obtained, the 14 day period referred to in Article 12 8 (in either case the "Relevant Expiry Date") if any of the Offer Shares have not been allocated under Article 12 9 or 12 10, the Directors may within 7 days of the Relevant Expiry Date determine that the Company shall, if it is permitted to do so under the Act, purchase some or all of the Offer Shares itself at the Purchase Price

12 14 2 The Directors shall have a period of 60 days from the date of any such determination to (i) obtain from the Transferor any necessary consents and authorities including any required under the Act for any such purchase by the Company and (ii) to complete any such purchase

12 14 3 In the event that a Transferor either (i) refuses to sign any document necessary to enable the purchase of some or all of the Offer Shares by the Company or (ii) fails to respond to the Directors within 14 days of any such request (in accordance with Article 12 14 2), the Directors may authorise any Director to execute on behalf of and as attorney for the Transferor any such document and may receive the Purchase Price and hold the Purchase Price in trust for the Transferor, provided that if the Transfer Notice contains

a Total Transfer Condition, the Directors may only so authorise any Director if all the Offer Shares will as a result be sold

12 14 4 The receipt by the Directors of the Purchase Price shall be a good discharge to the Company and after the Offer Shares purchased by the Company have been cancelled, the Transferor may not question the validity of the purchase

12 15 If either (i) the Directors do not by the close of business on the last day of the 7 day period referred to in Article 12 14 1, make a determination that the Company shall, if it is permitted to do so under the Act, purchase some or all of the Offer Shares at the Purchase Price (the "Determination"), or (ii) the Company shall not where the Directors have made such Determination, complete a purchase of the Offer Shares by the close of business on the last day of the 60 day period referred to in Article 12 14 2 (the "Buy Back Expiry Date"), then the Transferor may at any time within a period of 30 days from the occurrence of the relevant Buy Back Expiry Date, transfer the Offer Shares not allocated to other members of the Company to any third party at the Suggested Price provided that if the Transfer Notice contains a Total Transfer Condition, the Transferor shall be only entitled to transfer all of the Offer Shares

#### **LIMITATION ON CHANGE OF CONTROL – TAG ALONG RIGHTS**

13 Notwithstanding any other Article, no sale or transfer (other than a sale or transfer permitted by Articles 11 4 1, 11 4 3 or 11 4 4 of any shares ("the Specified Shares") to any person not being a member of the Company as at the date of adoption of these Articles which would result if made and registered in that person taken together with any persons Acting in Concert with that person obtaining an interest in the Control Percentage or more of the total voting rights conferred by all the shares in the capital of the Company for the time being in issue and conferring the right to attend and vote at all General Meetings shall be made or registered without the previous written consent of all of the members of the Company (other than the Transferor) unless before the transfer is lodged for registration the proposed transferee or his nominees (i) makes an offer (stipulated to be open for acceptance for at least 21 days) to such other members (the "Uncommitted Members") to purchase all the other shares at the Specified Price (as defined in Article 14) and (ii) in respect of any such Uncommitted Members who accept the said offer, the Specified Price is paid to each of them in full at completion of the transfer by the proposed transferee or his nominee So far as is reasonably practicable the Company shall use reasonable endeavours to ensure that the Uncommitted Members are provided with sufficient information as may be necessary for them to form a reasonable view as to the nature of the proposed transaction Any Uncommitted Member who fails to accept any such offer within the period limited for acceptance shall be deemed to have rejected it

14 In Article 13, the expression "the Specified Price" shall in relation to the Deferred Shares mean £1 for all of the Deferred Shares in aggregate as a class or if applicable a proportion of the sum of £1 based on the number of Deferred Shares held by the relevant holder(s) of the Deferred Shares In all other cases, in Article 13, the expression "the Specified Price" shall mean a price per share (cash or otherwise) being not less than the Fair Value (as defined in Article 12 10) and at least pari passu to the value of the consideration offered by the proposed transferee or transferees or any third party (as the case may be) or his or their nominees for the Specified Shares to the holder(s) thereof (and/or any member of the same group (as defined below) of

the holder(s) thereof) received or receivable by the holder(s) of the Specified Shares or any member of the same group of the said holder(s) which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the consideration for the Specified Shares including, without limitation, any increase in salary, any bonus or termination payment. The Specified Price in respect of a particular share shall take into account any differences in class rights between it and any other share including, without limitation, any Specified Share. In the event of a disagreement the calculation of the Specified Price shall be referred to an expert (acting as an expert and not as an arbiter and whose decision shall be final and binding) nominated by and acting at the expense of all the members of the Company (in proportion to their respective shareholdings) or (in the event of disagreement as to nomination) appointed by the President for the time being of the Institute of Chartered Accountants of Scotland, provided that such expert may only be the Auditors, or a partner, director, consultant, or employee of the Auditors, unless either (i) the Auditors, or a partner, director, consultant, or employee of the Auditors (as the case may be) declines to act or (ii) at least 75% of the members of the Company so agree in writing. The expression "member of the same group" means a company which is for the time being a holding company of which the transferor company is a subsidiary or a subsidiary of the transferor company or of any holding company of which the transferor company is a subsidiary.

#### **SALE BY QUALIFYING MAJORITY- DRAG ALONG RIGHTS**

15

- 15 1 Notwithstanding any other Article, where any person or persons (an "Offeror") makes a Qualifying Offer (as hereinafter defined) and this is to be accepted by the Majority Members (as hereinafter defined), the Majority Members may by notice in writing (a "Drag Along Notice") to the other members of the Company (the "Minority Members") require the Minority Members to (i) forthwith accept such Qualifying Offer and (ii) transfer all of their shares free from all charges, liens, encumbrances and other third party rights to the Offeror at the same time as the Majority Members transfer all of their own shares to the Offeror.
- 15 2 A Drag Along Notice is irrevocable but the Drag Along Notice and all obligations thereunder shall lapse if for any reason the sale of the shares of the Majority Members pursuant to Article 15 1 does not complete within 60 days after the date of the Drag Along Notice.
- 15 3 In the event that any Minority Member fails to accept such Qualifying Offer or having accepted such Qualifying Offer fails to execute and deliver any of the documents required to effect any transfer of shares pursuant thereto, such Minority Member shall be deemed to have irrevocably appointed any of the Directors to be his agents and attorneys for the purposes of accepting such Qualifying Offer and/or transferring all of that Minority Member's shares (as the case may be) and executing and delivering any such documents. The provisions of Article 12 12 shall have effect as if such Minority Member was the Transferor and the Offeror was the purchaser.

For the purposes of this Article 15

"Majority Members" means members holding shares conferring in aggregate more than the Qualifying Majority of the total voting rights conferred

by all the shares in the capital of the Company for the time being in issue and conferring the right to attend and vote at all General Meetings,

- "Qualifying Offer" means an offer which
- (i) is made on identical terms to all members, and
  - (ii) specifies a price which is not less than the Fair Value of each share, and
  - (iii) is certified as complying with conditions (i) and (ii) above by an expert (acting as an expert and not as an arbiter and whose decision shall be final and binding) nominated by and acting at the expense of all the members of the Company (in proportion to their respective shareholdings) or (in the event of disagreement as to nomination) appointed by the President for the time being of the Institute of Chartered Accountants of Scotland, provided that such expert may only be the Auditors, or a partner, director, consultant, or employee of the Auditors, unless either (i) the Auditors, or a partner, director, consultant, or employee of the Auditors (as the case may be) declines to act or (ii) at least 75% of the members of the Company so agree in writing

In determining whether an offer satisfies condition (i) above such expert shall take into account

- (a) any differences in class rights between shares, and
- (b) any consideration (in cash or otherwise) received or receivable by any member 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 to that member including, without limitation, any increase in salary, any bonus or termination payment

- 15.4 Where this Article 15 is applied the price payable for the Deferred Shares in aggregate as a class shall not exceed £1 which shall be payable to the holders of the Deferred Shares in proportion to the number of Deferred Shares that each of them hold

## **CONVERSION OF DEFERRED SHARES**

- 16 Immediately prior to a Re classification Event, provided that (i) the Deferred Shares are held by Mr Littlejohn and (ii) Mr Littlejohn at the date of the proposed conversion is either a director, employee or consultant of the Company, such number of Deferred Shares shall be available for conversion into such number of Ordinary Shares as are determined in accordance with the following table and in accordance with Article 17

<b>Price per Ordinary Share in connection with a Re-classification Event</b>	<b>Number of Deferred Shares</b>
≥ £0 15 and < £0 20	96,000
≥ £0 20 and < £0 25	192,000
≥ £0 25 and < £0 30	316,800
≥ £0 30	480,000

- 17 The holder of Deferred Shares converted in accordance with Article 16 shall send to the Company that holder's certificate in respect of that holder's entire holding of shares and the Company shall, subject to the Re Classification Event successfully taking place, issue to such holder a certificate for the Deferred Shares resulting from the conversion and a certificate for the balance of Ordinary Shares held by such holder

#### **PROCEEDINGS AT GENERAL MEETINGS**

- 18 If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting, if convened on the requisition of members, shall be dissolved and in any other case it shall stand adjourned to such day and at such time and place as the Directors determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum
- 19 Where the Company has only a single member, the quorum shall be one
- 20 On a show of hands or on a poll, votes may be given either personally or by proxy, or if a corporation, by its duly authorised representative
- 21 Unless waived in writing or by e mail by a majority of the Investors, the Company shall hold an annual general meeting each calendar year

#### **WRITTEN RESOLUTIONS**

- 22 Where a resolution is to be proposed as a written resolution and such written resolution is accepted by or on behalf of
- (i) in the case of an ordinary resolution, over 50%, and
  - (ii) in the case of a special resolution, 75% or more

of the members who would be entitled to receive notice of and to attend and vote at a general meeting at which such resolution was to be proposed shall, subject always to the provisions of the Act from time to time, be valid, effectual and binding on all of the members of the Company Any such written resolution may consist of several documents in materially the same form, each accepted by or on behalf of the requisite number of members Acceptance of a written resolution shall be in terms of



the procedure set out in section 296 of the Companies Act 2006. In the case of a corporation which is a member of the Company, acceptance (following section 296 of the Companies Act 2006) by a Director or its secretary or by a duly appointed and authorised attorney or representative shall be sufficient.

- 22 A proposed written resolution circulated to the members shall lapse if it is not passed by the requisite number of members before the expiration of one calendar year from the Circulation Date stated on the proposed written resolution.

#### **NUMBER OF DIRECTORS**

- 23 Unless otherwise determined by ordinary resolution of the Company, the number of Directors shall not be subject to any maximum and the minimum number of directors shall be one.
- 24 A Director shall not be required to hold any share in the Company in order to qualify for office as a Director. A Director, whether or not the Director holds any share in the Company, shall be entitled to attend and speak at any general meeting, or any meeting of any class, of the members of the Company.

#### **ALTERNATE DIRECTORS**

- 25 Where an alternate Director is also a Director, or acts as an alternate Director for more than one Director, such alternate Director shall have one vote for every Director represented by that Director in addition to that Director's own vote.
- 26 Where two or more Directors are required to constitute a quorum, an alternate Director, notwithstanding that that Director may be the alternate Director for a number of Directors, shall not, alone, constitute a quorum, and shall only act in conjunction with, at least, one Director or another alternate Director.

#### **APPOINTMENT AND RETIREMENT OF DIRECTORS**

- 27 The Company may by ordinary resolution appoint a person who is willing to act as a Director, either to fill a vacancy or as an additional Director.
- 28 The Directors may appoint any person who is willing to act as a Director, either to fill a casual vacancy or as an additional Director.
- 29 Any Investor holding at least 10% of the issued share capital of the Company shall be entitled from time to time to nominate and appoint one person at any given time as a non executive Director of the Company and remove from office any such person so appointed and to nominate and appoint another person in his place. Any Director so appointed shall not be required to comply with any share qualification and shall be paid such remuneration as may be approved by the Board.

#### **PROCEEDINGS OF DIRECTORS**

- 30 A sole Director shall have and may exercise all the powers of, and the full authority conferred on, the Directors in terms of these Articles, and all references to the Directors in the Articles and Regulations shall be construed accordingly.

- 31 The quorum for the transaction of business of the Directors shall be two Directors, except in the case of a sole Director, when the quorum shall be one. A person who holds office only as an alternate Director shall, if the appointing Director is not present, be counted in the quorum.
- 32 Any Director, including an alternate Director, may participate in a meeting of the Directors or a committee of Directors by means of a conference telephone or other conference communication facility by which all persons participating in the meeting can hear and speak with each other. Participation in a meeting in this manner shall be deemed to constitute the presence of a Director in person at such meeting, entitling him to be counted in the quorum and to vote accordingly. A telephone conference meeting shall be deemed to be held at the place where the largest number of Directors is present, or, where there is no such gathering, where the chairman is present.
- 33 Subject to such disclosure as is required by the Regulations, or the Act, a Director shall be entitled to vote at, and be counted in the quorum of, a meeting of Directors or of a committee of Directors on any resolution concerning a matter in which the Director has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company.
- 34 A Director who is absent from the United Kingdom shall be entitled to receive notice of a meeting, provided that Director has given the Company an address outside the United Kingdom. Regulation 88 of Table A shall be modified accordingly.

#### **THE SEAL**

- 35 The Company shall not have a seal.

#### **INDEMNITY**

- 36 Without prejudice to any indemnity to which any person referred to in this Article 36 may otherwise be entitled, every present and former Director, alternate Director, secretary or other officer of the Company (excluding any present or former Auditors) (an "Indemnified Person") shall be indemnified by the Company against all liabilities, costs, charges and expenses incurred by him in the execution and discharge of his duties to the Company and any Associated Company, including any liability incurred by any Indemnified Person in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to be done or omitted by him as an officer or employee of the Company or an Associated Company provided that such indemnity shall not extend to any liability arising out of the fraud or dishonesty of the relevant Indemnified Person (or the obtaining of any personal profit or advantage to which the relevant Indemnified Person was not entitled) and no Indemnified Person shall be entitled to be indemnified for

36 1 any liability incurred by him to the Company or any Associated Company of the Company as above defined,

36 2 any fine imposed in any criminal proceedings,

- 36 3 any sum payable to a regulatory authority by way of a penalty in respect of non compliance with any requirement of a regulatory nature howsoever arising,
- 36 4 any amount for which he has become liable in defending any criminal proceedings in which he is convicted and such conviction has become final,
- 36 5 any amount for which he has become liable in defending any civil proceedings brought by the Company or any Associated Company in which a final judgment has been given against him, and
- 36 6 any amount for which he has become liable in connection with any application under either Sections 144(3) or (4) or 727 of the Companies Act 1985 or sections 661(3) or (4) or 1157 of the Companies Act 2006 in which the court refuses to grant him relief and such refusal has become final

### **INSURANCE**

- 37 The Company shall have power to purchase and maintain for (i) any Indemnified Person (as defined in Article 36), (ii) any director, secretary or other officer or employee of an Associated Company and (iii) any persons who are or were at any time trustees of any pension fund or employees' share scheme in which employees of any Associated Company are interested, insurance against any liability incurred by him in connection with any negligence, default, breach of duty or breach of trust (actual or purported) by him in relation to the Company or any Associated Company or any such pension fund or employees' share scheme or otherwise in connection with his duties, powers or office

### **GOVERNING LAW**

- 38 These Articles shall be governed by, and construed in accordance with, the Law of Scotland and the Company, its officers and its members, from time to time, prorogate the non exclusive jurisdiction of the Scottish Courts