

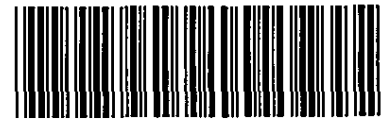
Company Number: 1577246

The Companies Act 1985 to 2006

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS  
OF  
ELECTRO EXPO LIMITED  
(the "Company")

THURSDAY



A41 \*APLAJV2A\* 29/11/2007 259  
COMPANIES HOUSE

We, being all the members entitled to attend and vote at a general meeting of the Company, hereby resolve and agree that the following resolutions, are hereby passed as Written Resolutions made pursuant to section 381A Companies Act 1985

WRITTEN RESOLUTIONS

**1 Conversion of authorised capital**

1 1 THAT, the authorised share capital of the Company be hereby altered by

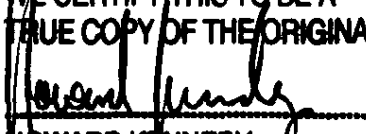
1 1 1 the re-designation of 10 unissued ordinary shares of £1 00 each into 10 Investor Shares of £1 00 each in the capital of the Company, and

1 1 2 the re-designation of 2 ordinary shares of £1 00 each into 2 Founder Shares of £1 00 each in the capital of the Company,

Having, respectively, the rights set out in the New Articles (as defined below) to be adopted by resolution number 2

**2. Adoption of new articles of association**

2 1 THAT the articles of association contained in the printed document attached to these written resolutions (the "New Articles") be adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company

WE CERTIFY THIS TO BE A  
TRUE COPY OF THE ORIGINAL  
  
HOWARD KENNEDY

### 3. Approval of share allotment

3 1 THAT the directors are unconditionally authorised for the purposes of section 80 of the Companies Act 1985 to allot and issue two Investor Shares and one Ordinary Share within one month of the date of this written resolution (on the expiration of which period this authority shall expire) to such persons and on such terms as they may think fit and as if section 89(1) of the Companies Act 1985 did not apply to any such allotment and issue

Signed



**Peter J. Moule**

Dated

28

September 2007

DATED 28 September 2007

**ARTICLES OF ASSOCIATION  
OF  
ELECTRO EXPO LIMITED**

**Adopted by written resolution dated 28 September 2007**

**HOWARD KENNEDY**

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London W1A 2AW

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**WE CERTIFY THIS TO BE A  
TRUE COPY OF THE ORIGINAL**

  
**HOWARD KENNEDY**

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**THE COMPANIES ACTS 1985 to 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**ELECTRO EXPO LIMITED**

**(Adopted by written resolution dated 28 September 2007)**

**1. INTRODUCTION**

- 1 1 The Regulations contained or incorporated in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985, as amended before the adaptation of these Articles (**Table A**), shall apply to the Company, except as they are varied or excluded by, or are inconsistent with, the following Articles
- 1 2 In Regulation 1 of Table A, the words "and in articles of association adopting the same" shall be inserted after the word "regulations" in the last paragraph of that Regulation. The sentence "Any references to any statutory amendment, modification, re-enactment and extension thereof for the time being in force " shall be inserted at the end of that Regulation
- 1 3 Article headings are used for convenience only and shall not affect the construction or interpretation of these Articles
- 1 4 Words in the singular shall include the plural and vice versa
- 1 5 Regulations 2, 17, 39 to 42 (inclusive), 54, 64 to 66 (inclusive), 72, 73 to 77 (inclusive), 80, 84, 89 and 118 shall not apply to the Company
- 1 6 Regulation 82 of Table A shall be modified by deleting the following words "and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day "
- 1 7 Regulation 50 of Table A shall be modified by inserting the word "not" after the word "shall"
- 1 8 Regulation 78 of Table A shall be modified by deleting the words " and may also determine the rotation in which any additional directors are to retire "

- 1 9 Regulation 79 of Table A shall be modified by deleting the second and third sentences

## 2. INTERPRETATION

In these Articles, the following words have the following meanings

**1985 Act:** the Companies Act 1985 (as amended), to the extent in force from time to time

**2006 Act:** the Companies Act 2006, to the extent in force from time to time

**Asset Sale:** the disposal by the Company of all, or a substantial part of, its business and assets

**Associate:** in relation to any person

- (a) any person who is an associate (determined in accordance with section 435 of the Insolvency Act 1986) of that person, or
- (b) any member of the same Group

**Board:** the board of Directors and any committee of the board constituted for the purpose of taking any action or decision contemplated by these Articles

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when clearing banks in the City of London are open for the transaction of normal banking business

**Consent:**

- (a) consent given by the Investor Directors either by written notice to the Company or by the Investor Directors signing the Company's board minutes recording the relevant decision, or
- (c) written notice to the Company signed by an Investor]

**Company:** Electro Expo Limited

**Companies Acts:** the 1985 Act and the 2006 Act

**Controlling Interest:** an interest in shares giving the holder control of the Company within the meaning of section 840 of Income and Corporation Taxes Act 1988

**Director:** a director of the Company from time to time

**Encumbrance:** any mortgage, charge, security, interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including, without limitation, any retention of title claim), conflicting claim or ownership or any other encumbrance of any nature (whether or not perfected, other than liens arising by operation of law)

**Family Trust:** in relation to an individual Shareholder, a trust or settlement set up wholly for the benefit of that individual Shareholder (**Settlor**) and/or the Settlor's Privileged Relations

**Founder:** Peter John Moule

**Founder Shares** founder shares of £1 00 each in the capital of the Company having the rights set out in these Articles

**Group:** the Company and each and any of its Subsidiaries from time to time, and **Group Company** shall be construed accordingly

**Investor:** any holder of Investor Shares from time to time

**Investor Director:** a director of the Company nominated by an Investor under Article 13 2

**Investor Shares** investor shares of £1 00 each in the capital of the Company having the rights set out in these Articles

**Ordinary Shares:** ordinary shares of £1 00 each in the capital of the Company having the rights set out in these Articles

**Pre-Tax Profits:** the profits of the Company for the relevant financial year after deduction of interest and exceptional items but before deduction of tax as determined by reference to the audited accounts of the Company for the relevant period

**Privileged Relation** the spouse, widow or widower of a Shareholder

**Relevant Securities:** any shares or other securities convertible into, or carrying the right to subscribe for those shares, issued by the Company after the date on which these Articles are adopted

**Sale:** an Asset Sale or a Share Sale

**Sale Shares:** the Shares specified or deemed to be specified for sale in a Transfer Notice or a Deemed Transfer Notice

**Seller:** the transferor of Shares pursuant to a Transfer Notice

**Shares:** the Founder Shares, the Investor Shares and the Ordinary Shares in issue from time to time

**Share Sale:** the sale of (or the grant of a right to acquire or to dispose of) any of the Shares (in one transaction or as a series of transactions) which will result in the buyer of those Shares (or grantee of that right) and persons acting in concert with him together acquiring a Controlling Interest in the Company, except where the shareholders and the proportion of Shares held by each of them following completion of the Sale are the same as the Shareholders and their shareholdings in the Company immediately before the sale

**Shareholder:** a holder of Shares in the Company

**Subsidiary and Subsidiary Undertaking:** shall have the meanings given to them in the 1985 Act

**Transfer Notice:** a notice in writing given by a Shareholder to the Company irrevocably appointing the Company as agent for the sale of the Shares held by that Shareholder for such price as the Directors, acting in good faith, are able to obtain. Where such notice is deemed to have been served, it shall be referred to as a **Deemed Transfer Notice**

### **3. SHARE CAPITAL**

3.1 The authorised share capital of the Company at the date of adoption of these Articles is £100 divided into

- (a) 88 Ordinary Shares of £1.00 each,
- (b) 2 Founder Shares of £1.00 each, and
- (c) 10 Investor Shares of £1.00 each

3.2 Unless the context requires otherwise, references in these Articles to shares of a particular class shall include Shares created or issued after the date of adoption of these Articles and ranking *pari passu* in all respects (or in all respects except only as to the date from which those Shares rank for dividend) with the Shares of the relevant class then in issue



- 3 3 Except as provided in these Articles, the Founder Shares, the Investor Shares and the Ordinary Shares shall rank pari passu in all respects but shall constitute separate classes of shares

#### **4. ISSUE OF SHARES**

- 4 1 No shares in the Company nor any right to subscribe for or convert any security into shares in the Company shall at any time be allotted unless within one month before that allotment each holder of Founder Shares and Investor Shares for the time being has consented in writing to that allotment and its terms and to the identity of the proposed allottee
- 4 2 No share of any class nor any right to subscribe for or convert any security into a share of any class shall be allotted otherwise than to the holder of a share of that same class
- 4 3 Section 89(1) of the Act shall not apply to an allotment of any equity security where the consent to that allotment of every shareholder has been obtained as required by these Articles and that allotment otherwise conforms to the requirements of these Articles
- 4 4 No Shares shall be allotted to any employee, Director, prospective employee or director unless such person has entered into a joint election with the Company under section 43 of the Income Tax (Earnings and Pensions) Act 2003

#### **5. DIVIDENDS**

- 5 1 The Available Profits of the Company may be used to pay dividends as set out in this Article
- 5 2 Any dividend declared by the Company shall be distributed among the Shareholders as follows
- (a) if the relevant dividend is declared prior to the approval of the Company's audited accounts for the period ending 31 August 2010

- (i) an amount equal to 34% of the total amount of that dividend shall be distributed among the holders of the Investor Shares in such proportions as the number of Investor Shares held by each holder of Investor Shares at the relevant time bears to the total number of Investor Shares in issue at that time,
- (ii) an amount equal to 63% of the total amount of that dividend shall be distributed among the holders of the Founder Shares in such proportions as the number of Founder Shares held by each holder of Founder Shares at the relevant time bears to the total number of Founder Shares in issue at that time, and
- (iii) the balance of any such dividend shall be distributed among the holders of Ordinary Share in such proportions as the number of Ordinary Shares held by each holder of Ordinary Shares at the relevant time bears to the total number of Ordinary Shares in issue at that time,

provided that, if the Pre-Tax Profits of the Company are £1,000,000 or more in any financial year ending on or before 31 August 2009, then any dividend for that year shall be distributed in the manner set out in Article 5 2(c)

- (b) if the relevant dividend is declared subsequent to the approval of the Company's audited accounts for the period ending 31 August 2010 and the Pre-Tax Profits of the Company for the period ending 31 August 2010 are £1,000,000 or less, any dividend shall be distributed in the same manner as is set out in Article 5 2(a), and
- (c) if the relevant dividend is declared subsequent to the approval of the Company's audited accounts for the period ending 31 August 2010 and the Pre-Tax Profits of the Company for the period ending 31 August 2010 are more than £1,000,000, any dividend shall be distributed in the same manner as is set out in Article 5 2(a) except that
  - (i) the figure "34%" in Article 5 2(a)(i) shall be deleted and replaced by the figure "28%", and

- (ii) The figure "63%" in Article 5 2(a)(ii) shall be deleted and replaced by the figure "69%"

5.3 Subject to the Companies Acts and these Articles, the Board may, provided Investor Consent and consent of the shareholders of Founder Shares is obtained, pay interim dividends if the Available Profits for the relevant period justify such payment

## **6. LIQUIDATION PREFERENCE**

On a return of the Company's assets on a liquidation, capital reduction or otherwise (other than a conversion, redemption or purchase of Shares), the assets of the Company remaining after the payment of its liabilities shall (to the extent that the Company is lawfully able to do so) be applied in the following order of priority.

- (a) first, in distributing among the holders of the Founder Shares the amount of £~~212,776.00~~ or such lesser amount as may be available for distribution) in such proportions as the number of Founder Shares held by each holder of Founder Shares at the relevant time bears to the total number of Founder Shares in issue at that time,
- (b) second, in distributing the balance (if any) among the holders of the Founder Shares and the Investor Shares on the basis that
  - (i) the holders of Founder Shares shall be entitled to 65% of the relevant amount which shall be distributed among them in such proportions as the number of Founder Shares held by each holder of Founder Shares at the relevant time bears to the total number of Founder Shares in issue at that time, and
  - (ii) the holders of Investor Shares shall be entitled to 35% of the relevant amount which shall be distributed among them in such proportions as the number of Investor Shares held by each holder of Investor Shares at the relevant time bears to the total number of Investor Shares in issue at that time,

until such time as the aggregate amount received by the holders of Investor Shares is £150,000, and

- (c) third, in distributing the balance (if any) among the Shareholders in accordance with Article 5.2 as if the return of assets were a dividend declared by the Company

## **7. EXIT**

7.1 The proceeds of a Share Sale shall be distributed in the order of priority set out in Article 6. The Directors shall not register any transfer of Shares if the proceeds of a Share Sale are not distributed in that manner (save in respect of any Shares not sold in connection with that Share Sale), provided that, if the proceeds of a Share Sale are not settled in their entirety on completion of the Share Sale

- (a) the Directors may register the transfer of the relevant Shares, provided that the proceeds have been distributed in the order of priority set out in Article 6, and
- (b) the Shareholders shall take any action required by the Investors to ensure that the proceeds of the Share Sale are distributed in the order of priority set out in Article 6

7.2 On an Asset Sale, the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully able to do so) in the order of priority set out in Article 6. If it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, the Shareholders shall take such action as may be required by the Investors to procure the distribution of the surplus assets in accordance with Article 6 including, without limitation, the voluntary winding up of the Company

## **8. VOTING AND CLASS RIGHTS**

8.1 Subject to any other provisions in these Articles concerning voting rights, Shares in the Company shall carry votes as follows

- (a) the Founder Shares shall confer on each holder of such Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and the number of votes which

may be cast by each holder of Founder Shares at a meeting shall be equal to the product of (i) 63% of the total number of votes which may be cast at the relevant meeting and (ii) a fraction whose numerator is the number of Founder Shares held by the relevant holder of Founder Shares and whose denominator is the number of Founder Shares held by persons present at the relevant meeting and entitled to vote,

(b) the Investor Shares shall confer on each holder of such shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and the number of votes which may be cast by each holder of Investor Shares at a meeting shall be equal to the product of (i) 34% of the total number of votes which may be cast at the relevant meeting and (ii) a fraction whose numerator is the number of Investor Shares held by the relevant holder of Investor Shares and whose denominator is the number of Investor Shares held by persons present at the relevant meeting and entitled to vote, and

(c) the Ordinary Shares shall confer on each holder of such shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and the number of votes which may be cast by each holder of Ordinary Shares at a meeting shall be equal to the product of (i) 3% of the total number of votes which may be cast at the relevant meeting and (ii) a fraction whose numerator is the number of Ordinary Shares held by the relevant holder of Ordinary Shares and whose denominator is the number of Ordinary Shares held by persons present at the relevant meeting and entitled to vote,

provided that, if the Pre-Tax Profits of the Company for any financial year up to and including the financial year ending 31 August 2010 are £1,000,000 or more (i) Article 8 1(a) shall be amended by deleting the figure "63%" and substituting the figure "69%" and (ii) Article 8 1(b) shall be amended by deleting the figure "34%" and substituting the figure "28%"

8 2 Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any such class may only be varied or

abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) with the consent in writing of the holders of more than 50% of the issued shares of that class

8 3 Without prejudice to the generality of Article 8 2, the special rights attaching to the Investor Shares shall be deemed to be varied by the occurrence of the following events

- (a) the alteration of the authorised or issued share capital of the Company or creation of any securities other than the Morton Shares,
- (b) the amendment or repeal of any provision of, or addition of any provision of these Articles,
- (c) the reduction of the amount standing to the credit of the share premium account or capital redemption reserve, other than as expressly provided for in these Articles,
- (d) the approval of any merger, liquidation, dissolution or acquisition of the Company or sale of all or a substantial part of the business, undertaking or assets of the Company, or
- (e) the entering into of a voluntary winding-up

#### **9. TRANSFER OF SHARES: GENERAL**

9 1 In these Articles reference to the transfer of a Share includes the transfer or assignment 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

9 2 No Share may be transferred without the prior written consent of the holders of not less than 51% of the Investor Shares which are in issue on the relevant date

9 3 If a Shareholder transfers (or purports to transfer) a Share other than in accordance with these Articles, he shall be deemed to have served a Transfer Notice in respect of all Shares held by him

9 4 Any transfer of a Share by way of sale that is required to be made under these Articles shall be deemed to include a warranty that the transferor sells the Share with full title guarantee

- 9 5 The Directors may, as a condition to the registration of any transfer of Shares in the Company, require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any shareholders' agreement (or similar document) in force between any of the Shareholders and the Company in such form as the Directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document) If any condition is imposed in accordance with this Article the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee
- 9 6 To enable the Directors to determine whether or not there has been any disposal of Shares in the capital of the Company (or any interest in Shares in the capital of the Company) in breach of these Articles, the Directors may, and shall if so requested in writing by an Investor Director, require any holder, or the legal personal representatives of any deceased holder, or any person named as transferee in any transfer lodged for registration or any other person who the Directors may reasonably believe to have information relevant to that purpose, to provide to the Company with any information and evidence that the Directors request regarding any matter which they deem relevant to that purpose If the information or evidence is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or that as a result of the information and evidence the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such Shares in writing of that fact and the following shall occur
- (a) the relevant Shares shall cease to confer on the holder of them (or any proxy) any rights
    - (i) to vote, whether on a show of hands or on a poll, and whether exercisable at a general meeting of the Company or at any separate meeting of the class in question, or
    - (ii) to receive dividends or other distributions otherwise attaching to those Shares or to any further shares in the capital of the Company issued in respect of those Shares, or in pursuance of an offer made to the relevant holder, and

- (b) the holder may be required, at any time following receipt of the notice, to transfer some or all of its Shares to any person at the price that the Directors may require by notice in writing to that holder

The rights referred to in Article 9 6(a) may be reinstated by the Board subject to Consent or, if earlier, shall be reinstated on the completion of any transfer referred to in Article 9 6(b)

#### **10. COMPULSORY TRANSFERS**

- 10 1 A person entitled to a Share in consequence of the bankruptcy of a Shareholder shall be regarded as giving a Deemed Transfer Notice in relation to such Shares at such time as the Directors determine
- 10 2 If a company that is a Shareholder resolves to appoint (or has appointed) a liquidator, administrator or administrative receiver over it (or a material part of its business), that Shareholder shall be regarded as giving a Deemed Transfer Notice in respect of all Shares held by it at such time as the Directors determine

#### **11. PERMITTED TRANSFERS**

- 11 1 An Investor may transfer any or all of its Shares to any company or organisation wholly owned (directly or indirectly) by the relevant Investor.
- 11 2 The Founder and the Investors may transfer Shares without restriction to a Privileged Relation or Family Trust

#### **12. DRAG ALONG**

- 12 1 If the holders of at least 51% of the Investor Shares in issue for the time being (**Selling Shareholders**) wish to transfer all of their interest in Shares (**Sellers' Shares**) to a bona fide arm's length purchaser (**Proposed Buyer**), the Selling Shareholders may require all the other Shareholders (**Called Shareholders**) to sell and transfer all their shares to the Proposed Buyer (or as the Proposed Buyer directs in accordance with the provisions of this Article (**Drag Along Option**))
- 12 2 The Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect (**Drag Along Notice**) at any time before the



transfer of the Sellers' Shares to the Proposed Buyer. The Drag Along Notice shall specify that

- (a) the Called Shareholders are required to transfer all their Equity Shares (**Called Shares**) pursuant to this Article,
- (b) the person to whom the Called Shares are to be transferred,
- (c) the consideration payable for the Called Shares calculated in accordance with Article 12.4, and
- (d) the proposed date of the transfer

12.3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not sold the Sellers' Shares to the Proposed Buyer within 30 Business Days of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.

12.4 The Called Shareholders shall sell each Called Share for the amount that they would be entitled to receive if the total consideration proposed to be paid by the third party purchaser were distributed to the holders of the Called Shares and the Sellers' Shares in accordance with the provisions of Article 6.

12.5 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this Article 12.

12.6 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Sellers' Shares unless

- (a) all of the Called Shareholders and the Selling Shareholders agree otherwise, or
- (b) that date is less than 30 Business Days after the Drag Along Notice, in which case completion of the sale shall be delayed until a date being not less than 30 Business Days after delivery of the Drag Along Notice.

12.7 Within 21 Business Days of the Proposed Buyer serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for the Called Shares, together with the relevant share certificate (or a suitable indemnity for any lost share certificate) to the Company. Within three Business Days of completion of the sale of the Called

Shares, the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts they are due pursuant to Article 12.4 to the extent that the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders pursuant to Article 12.4 in trust for the Called Shareholders without any obligation to pay interest.

- 12.8 To the extent that completion of the sale of the Called Shares has not taken place within 45 days of the date of service of the relevant Drag Along Notice, the Called Shareholders shall be entitled to the return of the stock transfer form and share certificate (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this Article 12 in respect of their Shares.
- 12.9 If any Called Shareholder does not, on completion of the sale of the Called Shares, execute a transfer in respect of all of the Called Shares held by it, the defaulting Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholders to be their agent and attorney to execute all necessary transfers on his behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Called Shares, and to deliver such transfers to the Proposed Buyer (or as the Proposed Buyer may direct). After the Proposed Buyer (or its nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this Article.
- 12.10 Following the issue of a Drag Along Notice, on any person becoming a Shareholder of the Company pursuant to the exercise of a pre-existing option to acquire shares in the Company, or on the conversion of any convertible security of the Company (a **New Shareholder**), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice. The New Shareholder shall then be bound to sell and transfer all Shares acquired by it to the Proposed Buyer (or as the Proposed Buyer may direct) and the provisions of this Article 12 shall apply with the necessary changes to the New Shareholder, except that completion

of the sale of the Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder

### **13. DIRECTORS AND INVESTOR DIRECTORS**

- 13 1 Unless and until the Company in general meeting determines otherwise, the number of directors shall not be less than two and no more than four
- 13 2 Each Investor shall, for so long as it holds Investor Shares, be entitled to be a director of the Company. The other Shareholders shall not vote their Shares so as to remove any Director appointed pursuant to this Article from office
- 13 3 Any appointment or removal of an Investor Director under Article 13 2 shall take effect at the time that the notice is received at the Company's registered office or produced to a Board meeting
- 13 4 Each Investor Director shall be entitled to be appointed to any committee of the Board established from time to time

### **14. DISQUALIFICATION AND PROCEEDINGS AT MEETINGS OF DIRECTORS**

- 14 1 In addition to the provisions of Regulation 81 of Table A, the office of Director shall also be vacated if he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his office should be vacated, or
- 14 2 Notwithstanding any provision of these Articles to the contrary, any person appointed as a Director may appoint any person he thinks fit to be his alternate Director. The appointment of an alternate Director shall not require approval by a resolution of the Directors. Regulation 65 of Table A shall be modified accordingly
- 14 3 The quorum for the transaction of business at any meeting shall be two Directors, one of which shall be an Investor Director. If the necessary quorum is not present within half an hour from the time appointed for the meeting, or if, during a meeting, such quorum ceases to be present, the meeting shall stand adjourned to such time and place as the Directors determine. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall proceed

- 14 4 Any Director who participates in the proceedings of a meeting by means of a communication device (including, without limitation, a telephone) that allows all the other Directors present at the meeting (whether in person, alternate or using a communication device) to hear that Director at all times, and that Director to hear all other Directors present at the meeting (by whatever means) at all times, shall be deemed to be present at the meeting and counted in the quorum. A meeting held by these means shall be deemed to take place where the largest number of participants is assembled. In the absence of a majority, the Chairman's location shall be deemed to be the place of the meeting.
- 14 5 A Director may vote at a Board meeting, and form part of a quorum present at that meeting, in relation to any matter in which he has, directly or indirectly, an interest or duty which conflicts (or may conflict) with the interests of the Company, provided that he has previously disclosed the nature of such duty or interest to the Directors. The provisions of Regulation 86 of Table A shall apply equally to any disclosure to be made under the provisions of this Article 14 5.
- 14 6 Questions arising at any meeting of the Directors shall be decided by a majority of votes. If there is an equality of votes, the chairman shall have a second or casting vote.
- 14 7 For a signed resolution under Regulation 93 of Table A to be effective, it shall not be necessary for it to be signed by a Director who is prohibited by these Articles, or by law, from voting on it. Regulation 93 of Table A shall be modified accordingly.

**15. LIEN**

The lien conferred by regulation 8 of Table A shall apply to all Shares of the Company whether fully paid or not, and to all Shares registered in the name of any person indebted or under liability to the Company, whether he is the sole registered holder of the Shares or one of several joint holders.

**16. INDEMNITY**

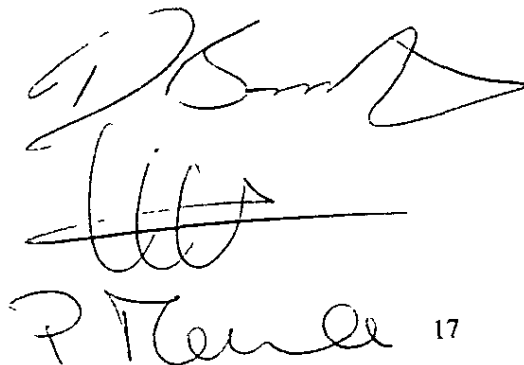
- 16 1 Subject to the Companies Acts, but without prejudice to any indemnity to which a Director may otherwise be entitled, each Director or other officer or auditor of the Company shall be indemnified out of the Company's assets

against all costs, charges, losses, expenses and liabilities incurred by him in the execution of his duties, or in relation to them, including any liability incurred by him in defending any civil or criminal proceedings in which judgement is given in his favour, or in which he is acquitted, or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part, or in connection with any application in which the court grants him relief from liability for negligence, default, breach of trust or breach of trust in relation to the Company's affairs

- 16 2 The Company may buy and maintain insurance against any liability falling upon its Directors or other officers or auditors which arises out of their respective duties to the Company, or in relation to its affairs

#### 17. DATA PROTECTION

- 17 1 Each of the Shareholders and Directors (from time to time) consent to the processing of their personal data by the Company, its shareholders and directors (each a **Recipient**) for due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information amongst themselves. A Recipient may process such personal data either electronically or manually
- 17 2 The personal data that may be processed for such purposes under this Article 17 shall include any information which may have a bearing on the prudence or commercial merits of investing, or disposing of any shares (or other investment or security) in the Company
- 17 3 Each of the Shareholders and Directors (from time to time) consent to the transfer of such personal data to persons acting on behalf of any Recipient and to the offices of any Recipient, both within and outside the European Economic Area, for the purposes stated above, where it is necessary or desirable to do so



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