

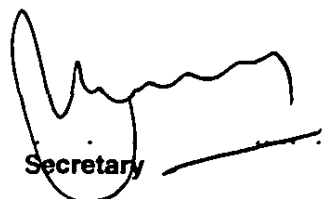
Company Number 3966166

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
SPECIAL RESOLUTIONS
of
TANGRAM LEISURE LIMITED
(the "Company")

At a General Meeting of the Company, duly convened and held in accordance with the Company's Articles of Association at 10 Albemarle Street, London, W1S 4HH on Tuesday 4th May 2010 the following Resolutions were duly passed as special resolutions.

SPECIAL RESOLUTIONS

- 1 That the Articles of Association be altered by deleting the whole of the existing Articles of Association of the Company and substituting in lieu thereof new Articles of Association as set out in a print produced to the Meeting and for the purposes of identification initialled by the Chairman (the "**New Articles**").
- 2 That, subject to the passing of resolution 1 above, and in accordance with section 570 of the Companies Act 2006 (the "**2006 Act**"), the Directors be generally empowered to allot equity securities (as defined in section 560 of the 2006 Act) pursuant to the authority conferred by Article 3.7 of the New Articles, as if section 561(1) of the 2006 Act and Articles 3.1 to 3.6 of the New Articles did not apply to any such allotment, provided that this power shall:
 - 2.1.1 be limited to the allotment of equity securities up to an aggregate nominal amount of £6,437,144; and
 - 2.1.2 expire on the fifth anniversary of the date of passing 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 to be allotted after such expiry and the Directors may allot equity securities in pursuance of any such offer or agreement notwithstanding that the power conferred by this resolution has expired.


Secretary

WEDNESDAY



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COMPANIES HOUSE

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THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

TANGRAM LEISURE LIMITED

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

ADOPTED BY SPECIAL RESOLUTION PASSED ON 4TH MAY 2010

of

Tangram Leisure Limited ("the Company")

Registered number 3966166

Incorporated on 6 April 2000

1 INTERPRETATION

1.1 The Articles of Association of the Company shall consist of:

1.1.1 the regulations in this document; and

1.1.2 the Regulations, amended as set out below.

1.2 The regulations in this document shall prevail in the event of any inconsistency with the Regulations, subject to which both sets of regulations shall be construed as if they formed a single document.

1.3 Regulations 13, 14, 15, 17(1), 21, 26(5) and 41(1) to (5) shall not apply to the Company.

1.4 In these Articles the following words and expressions shall (except where the context otherwise requires) have the following meanings:

"2013 Resigning Leaver" means a member (provided that neither an Investor nor a Connected Person of an Investor may be a 2013 Resigning Leaver) who is not a Bad Leaver and who:-

(a) is an employee of a Group Company who, after 31 December 2012 but on or before 31 December 2013, ceases to be an employee of a Group Company unless:-

(i) he is immediately employed by another Group Company; or

(ii) such cessation is as a result of:-

1. his death, or

2. his permanent incapacity through ill health, or

3. his dismissal from employment and such dismissal is found to be substantively unfair by an industrial tribunal or, if

appealed, the final appellate body from such industrial tribunal; or

4 a Group Company terminating his employment on notice; or

5. his resignation with the prior written approval of the Investors' Attorney; or

(b) is a Consultant who, after 31 December 2012 but on or before 31 December 2013, ceases to be a Consultant unless:-

(i) he is immediately re-engaged by another Group Company; or

(ii) such cessation is as a result of:-

1. his death; or

2. his permanent incapacity through ill health, or

3. the termination of his consultancy arrangements with the Company and such termination is in breach of the terms of his consultancy arrangements with the Company; or

4 the Company terminating his consultancy arrangements with the Company on notice; or

5. his terminating his consultancy arrangements with the Company with the prior written approval of the Investor Attorney.

"2013 Resigning Leaver Shares" means Shares held by a 2013 Resigning Leaver on the 2013 Resigning Leaver Transfer Date and any Shares that (as at the 2013 Resigning Leaver Transfer Date) have been transferred by that 2013 Resigning Leaver or his permitted transferees pursuant to Articles 4.2 to 4.10

"2013 Resigning Leaver Transfer Date" means the date on which a member becomes a 2013 Resigning Leaver

"2014 Resigning Leaver" means a member (provided that neither an Investor nor a Connected Person of an Investor may be a 2014 Resigning Leaver) who is not a Bad Leaver and who:-

(a) is an employee of a Group Company who, after 31 December 2013 but on or before 31 December 2014, ceases to be an employee of a Group Company unless:-

(i) he is immediately employed by another Group Company; or

(ii) such cessation is as a result of:-

1. his death; or

2. his permanent incapacity through ill health; or
 3. his dismissal from employment and such dismissal is found to be substantively unfair by an industrial tribunal or, if appealed, the final appellate body from such industrial tribunal; or
 - 4 a Group Company terminating his employment on notice, or
 - 5 his resignation with the prior written approval of the Investors' Attorney; or
- (b) is a Consultant who, after 31 December 2013 but on or before 31 December 2014, ceases to be a Consultant unless -
- (i) he is immediately re-engaged by another Group Company; or
 - (ii) such cessation is as a result of -
 - 1 his death; or
 2. his permanent incapacity through ill health; or
 3. the termination of his consultancy arrangements with the Company and such termination is in breach of the terms of his consultancy arrangements with the Company; or
 4. the Company terminating his consultancy arrangements with the Company on notice; or
 - 5 his terminating his consultancy arrangements with the Company with the prior written approval of the Investor Attorney.

"2014 Resigning Leaver Shares" means Shares held by a 2014 Resigning Leaver on the 2014 Resigning Leaver Transfer Date and any Shares that (as at the 2014 Resigning Leaver Transfer Date) have been transferred by that 2014 Resigning Leaver or his permitted transferees pursuant to Articles 4.2 to 4.10

"2014 Resigning Leaver Transfer Date" means the date on which a member becomes a 2014 Resigning Leaver

"Act" means the Companies Act 2006 as amended, restated or re-enacted from time to time

"Approved Offer" means an arms length offer in writing for all the Shares in issue (including any Shares which may be allotted during the offer period or upon the offer becoming unconditional pursuant to the exercise or conversion of options or rights to subscribe for or securities convertible into Shares in existence at the date of such offer) on equal terms (unless in the case of a particular member less favourable terms are agreed in writing with that member) and which

- (a) is stipulated to be open for acceptance for at least 15 Business Days,
- (b) includes an undertaking by the offeror that neither it nor any person acting by agreement or understanding with it have entered into more favourable terms or have agreed more favourable terms with any other member for the purchase of Shares; and
- (c) has the prior written approval of the Investors' Attorney

"Articles" means the articles of association of the Company

"Bad Leaver" means a member (provided that neither an Investor nor a Connected Person of an Investor may be a Bad Leaver) who:-

- (a) is a Manager who commits an Unremedied Breach; or
- (b) is summarily dismissed from employment by a Group Company provided that such dismissal is in accordance with the terms of that member's contract of employment with the Group Company; or
- (c) resigns his employment from a Group Company in circumstances where the relevant Group Company would have been entitled to summarily dismiss him provided that such dismissal would have been in accordance with the terms of that member's contract of employment with the Group Company; or
- (d) is an employee of a Group Company who, on or before 31 December 2012, ceases to be an employee of a Group Company unless.-
 - (i) he is immediately employed by another Group Company; or
 - (ii) such cessation is as a result of:-
 - 1. his death; or
 - 2. his permanent incapacity through ill health; or
 - 3. his dismissal from employment and such dismissal is found to be substantively unfair by an industrial tribunal or, if appealed, the final appellate body from such industrial tribunal; or
 - 4. a Group Company terminating his employment on notice; or
 - 5. his resignation with the prior written approval of the Investors' Attorney.
- (e) is a Consultant whose consultancy services are properly terminated without notice by the Company; or

- (f) is a Consultant who terminates his consultancy arrangements with the Company in circumstances where the Company would have been entitled to properly terminate such arrangements without notice; or
- (g) is a Consultant who, on or before 31 December 2012, ceases to be a Consultant unless:-
 - (i) he is immediately re-engaged by another Group Company; or
 - (ii) such cessation is as a result of:-
 - 1. his death; or
 - 2. his permanent incapacity through ill health; or
 - 3. the termination of his consultancy arrangements with the Company and such termination is in breach of the terms of his consultancy arrangements with the Company; or
 - 4. the Company terminating his consultancy arrangements with the Company on notice, or
 - 5. his terminating his consultancy arrangements with the Company with the prior written approval of the Investor Attorney.

"Bad Leaver Shares" means Shares held by a Bad Leaver on the Bad Leaver Transfer Date and any Shares that (as at the Bad Leaver Transfer Date) have been transferred by that Bad Leaver or his permitted transferees pursuant to Articles 4.2 to 4.10

"Bad Leaver Transfer Date" means the date on which a member becomes a Bad Leaver

"Banking Agreements" shall have the meaning given to it in the Investment Agreement

"Beneficial Owner" means the beneficial owner of any Shares

"Board" means the board of directors of the Company from time to time

"Business Day" means a day (other than Saturday or Sunday) on which banks are generally open in London for normal business

"Connected Persons" has the meaning ascribed to such expression in Section 839 of the Income and Corporation Taxes Act 1988

"Consultant" means a member who either provides consultancy services to the Company himself or on behalf of a third party entity and references in these Articles to any such member shall where the context admits also include any such third party entity (if applicable)

"Controlling Interest" means the holding of Shares (or the right to exercise the votes attaching to Shares) which confer in aggregate 50% or more of the total voting rights conferred by all the Shares for the relevant time being in issue

"Directors" means the directors of the Company from time to time

"Employee Option Shares" means up to 837,144 Ordinary Shares that may be issued to employees of the Company and/or an Employee Trust at a price no less than £0.21 per Ordinary Share

"Employee Trust" means a trust approved by the Investors' Attorney whose beneficiaries are bona fide directors, employees or future directors and/or employees of any Group Company

"Employee Trust Beneficiary" means an employee, director, future director and/or employee of any Group Company included in the class of beneficiaries of the Employee Trust (whether absolute, jointly wholly or partly)

"Family Trust" means a trust (whether arising under a settlement inter vivos or a testamentary disposition by whomsoever made or on an intestacy) under which the only persons being (or capable of being) beneficiaries are the individual Beneficial Owner and/or his Privileged Relations and no power of control over the voting powers conferred by such shares is for the time being exercisable by or subject to the consent of any person other than the trustee(s) as trustee(s) or the individual Beneficial Owner or his Privileged Relations

"Group Company" means the Company or a Subsidiary of the Company or a Holding Company of the Company or a Subsidiary of the Holding Company of the Company

"Holder" in relation to shares means the member whose name is entered in the register of members as the holder of the shares

"Independent Expert" means an independent accountant (acting as expert and not as an arbitrator) nominated by the parties concerned or in the event of disagreement as to nomination appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales

"Investment Agreement" means the agreement made on 19th March 2008 between (inter alia) (1) the Company, (2) the Managers (as defined in that Agreement), (3) the Investors (as defined in that Agreement) and (4) Decade Investments Limited

"Investor" shall have the meaning given to it in the Investment Agreement

"Investors' Attorney" means Hotbed Limited (company number 4197067) and its successors in title or assignees from time to time

"Invitees" means a person or persons selected by the Investors' Attorney (in the 50 Business Days immediately following the date on which the Transfer Price is fixed, agreed or determined) being any employee or officer of the Company or Group Company or

prospective employee or officer of the Company or Group Company or the trustee(s) of an Employee Trust

"Leaver" means a member who is not a Bad Leaver, a 2013 Resigning Leaver or a 2014 Resigning Leaver and who ceases to be employed or engaged as a Consultant by a Group Company (unless he is immediately employed or engaged as a Consultant by another Group Company) provided that no Investor or Connected Person of an Investor shall be a Leaver

"Leaver Shares" means Shares held by a Leaver on the Leaver Transfer Date and any Shares that (as at the Leaver Transfer Date) have been transferred by that Leaver or his permitted transferees pursuant to Articles 4.2 to 4.10

"Leaver Transfer Date" means the date on which a member becomes a Leaver

"Loan Note Instrument" shall have the meaning given to it in the Investment Agreement

"Manager" shall have the meaning given to it in the Investment Agreement

"Option Agreement" means the option agreement made on 19th March 2008 and entered into between the Investors' Attorney and the Company under which the Investors' Attorney is entitled to subscribe for up to 418,572 Ordinary Shares in the Company

"Ordinary Share" means an ordinary share of £0.10 in the capital of the Company having the rights and being subject to the restrictions set out in these Articles

"Privileged Relation" means in relation to a member, a spouse of that member and all lineal descendants of that member (including for this purpose any stepchild, adopted child or illegitimate child of any such member or his lineal descendants)

"Regulations" means the regulations contained in Schedule 1 of The Companies (Model Articles) Regulations 2008 and **"Regulation"** shall mean a numbered article in such Regulations;

"Shares" means shares in the capital of the Company

"Statutes" means every other statute or statutory instrument, law or regulation for the time being in force concerning companies and affecting the Company

"Subsidiary" and **"Holding Company"** have the meanings ascribed to such expressions by section 1159 of the 2006 Act

"Transfer Notice" means a notice in writing to the Company notifying a wish to transfer Shares under these Articles

"Unremedied Breach" means a breach of the Investment Agreement, these Articles or a Manager's service agreement with the Company that (if capable of remedy) is not remedied to the reasonable satisfaction of the Investors' Attorney within 10 Business Days

of receipt of notice by the relevant Manager from the Investors' Attorney or the Company to remedy such breach.

- 1 5 Words incorporating the masculine gender only include the feminine and neuter genders and words incorporating the singular number only include the plural and vice versa
- 1.6 Clause headings are for ease of reference only and do not affect the construction or interpretation of these Articles.
- 1.7 References to persons shall include bodies corporate unincorporated associations and partnerships.
- 1 8 Words and expressions defined in or for the purpose of the Act or the Regulations shall have the same meanings in these Articles unless the context otherwise requires.
- 1.9 References in the definitions of "2013 Resigning Leaver", "2014 Resigning Leaver", "Bad Leaver" and "Leaver" to:
 - 1.9.1 the termination or cessation of the provision of consultancy services shall be construed to include termination or cessation of such services provided whether those services are provided by the Consultant or the third party entity via whom the Consultant provides his services to the Company; and
 - 1.9.2 a "member" shall be deemed to include an Employee Trust Beneficiary who has any interest in the Shares or the right to acquire Shares.

2 SHARE CAPITAL

- 2.1 The issued share capital of the Company at the date of adoption of these Articles is £7,115,696 divided into 7,115,696 Ordinary Shares.
- 2.2 Subject to the provisions of the Statutes, Shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the Company or the Holder on such terms and in such manner as may be provided by the Articles.

3 ALLOTMENT OF SHARES

- 3 1 Save as set out in Article 3.9 all Shares and securities which carry any rights to subscribe for, or to convert into, Shares (other than the Shares allotted on the exercise of such rights) (together in this Article 3 "Relevant Securities") which are to be issued by the Company shall, before they are allotted, be offered to the members in proportion as nearly as may be to the number of Shares held by them unless the Company shall by special resolution otherwise direct. Such offer shall be made by notice in writing specifying the number of Shares and limiting the time in which the offer if not accepted will lapse and determine, such time limit to be not less than 20 Business Days ("the Lapse Date")
- 3.2 If the offer to a member lapses and determines without any of the Relevant Securities the subject of the offer having been accepted or if members accept some but not all of the Relevant Securities offered by the Lapse Date, then the Company shall make a second offer in the manner specified above of the Relevant Securities unaccepted on the first offer

to those members who did accept all the Relevant Securities offered to them in the first offer.

- 3.3 First and second offers shall be deemed to be accepted upon receipt of a letter of acceptance by the Company.
- 3.4 If any Relevant Securities offered have not been accepted in the second offer (due to the expiration of such time limit or on receipt of a written intimation from the person to whom the offer was made that he declines to accept any or all of the Relevant Securities comprising in the second offer) or if any Relevant Securities are released from the provisions of Article 3.2 by special resolution of the Company then the Directors may allot or grant options over such Relevant Securities in such manner to such persons on such terms as they think most beneficial to the Company.
- 3.5 The Directors may also dispose in such manner to such persons on such terms as they think most beneficial to the Company any Relevant Securities which cannot be offered except by way of fractions.
- 3.6 Any Relevant Securities accepted in the first offer shall be paid for within 15 Business Days of the date on which the offer lapsed. Where Relevant Securities were accepted on the second offer then they shall be paid for within 15 Business Days of the date on which the second offer lapsed. Payment shall be deemed to be made on the day the Company receives a cheque, credit transfer or banker's draft for the appropriate sum. Failure to pay within the time specified will enable the Company to re-offer the Relevant Securities unpaid for as if they had been offered to and unaccepted by the defaulting member.
- 3.7 The Directors are authorised in accordance with Section 551 of the Act to allot and dispose of or grant options over Relevant Securities, in accordance with the Articles, up to the aggregate nominal amount of 64,371,440 Ordinary Shares at any time or times during the period of 5 years from the date of adoption of these Articles.
- 3.8 In accordance with Section 560(1) of the Act Sections 561 and 562 of the Act shall be excluded from applying to the Company.
- 3.9 The provisions of Articles 3.1 to 3.6 shall not apply to:-
- 3.9.1 the allotment and issue of Shares properly made in accordance with the terms of Clause 3 of the Investment Agreement;
 - 3.9.2 any allocation of or the grant of options or rights over Employee Option Shares and/or their allotment and issue which are properly made in accordance with the terms of the Investment Agreement; or
 - 3.9.3 any Shares which are properly allotted and issued pursuant to the terms of the Option Agreement.

3A FORFEITURE

- 3A.1 The liability of any Shareholders in default of payment of a call shall, if the Directors so directs, also include any costs and expenses suffered or incurred by the Company in

respect of such non payment and the powers conferred on the Directors by Regulation 18 and the provisions of Regulation 21 shall be extended accordingly

- 3A.2 If a member fails to pay in full any call or instalment of a call on the due date for payment thereof, the Directors may at any time thereafter serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued thereon and any expenses incurred by the Company by reason of such non-payment.
- 3A.3 The notice shall name a further day (not being less than seven days from the date of service of the notice) on or before which and the place where the payment required by the notice is to be made, and shall state that in the event of non-payment in accordance therewith the Shares on which the call has been made will be liable to be forfeited.
- 3A.4 If the requirements of any such notice as aforesaid are not complied with, any Share in respect of which such notice has been given may at any time thereafter, before payment of all calls and interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited Share and not actually paid before forfeiture. The Directors may accept a surrender of any Share liable to be forfeited hereunder.
- 3A.5 A Share so forfeited or surrendered shall become the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was before such forfeiture or surrender the holder thereof or entitled thereto or to any other person upon such terms and in such manner as the Directors shall think fit and at any time before a sale, re-allotment or disposition the forfeiture or surrender may be cancelled on such terms as the Directors think fit. The Directors may, if necessary, authorise some person to transfer a forfeited or surrendered Share to any such other person as aforesaid.
- 3A.6 A member whose Shares have been forfeited or surrendered shall cease to be a member in respect of the Shares (and shall surrender to the Company for cancellation any certificate for such Shares) but shall notwithstanding the forfeiture or surrender remain liable to pay to the Company all moneys which at the date of forfeiture or surrender were presently payable by him to the Company in respect of the Shares with interest thereon at 5 per cent. per annum over Bank of England Base Rate (or such lower rate as the Directors may determine) from the date of forfeiture or surrender until payment and the Directors may at their absolute discretion enforce payment without any allowance for the value of the Shares at the time of forfeiture or surrender or waive payment in whole or in part.

3B LIEN

- 3B.1 The Company shall have a first and paramount lien on every Share (not being a fully-paid Share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such Share and the Directors may waive any lien which has arisen and may resolve that any Share shall for some limited period be exempt wholly or partially from the provisions of this Article. The Company's lien on a Share shall extend to all distributions and other amounts payable in respect of it.
- 3B.2 The Company may sell in such manner as the Directors think fit any Share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the

lien exists is presently payable nor until the expiration of fourteen days after a notice in writing stating and demanding payment of the sum presently payable and giving notice of intention to sell in default shall have been given to the holder for the time being of the Share or the person entitled thereto by reason of his death or bankruptcy or otherwise by operation of law.

- 3B.3 The net proceeds of such sale after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the amount in respect whereof the lien exists so far as the same are then payable and any residue shall upon surrender to the Company for cancellation of any certificate for the Shares sold and subject to a like lien for sums not presently payable as existed upon the Shares prior to the sale be paid to the person entitled to the Shares at the time of the sale. For the purpose of giving effect to any such sale the Board may authorise some person to transfer the Shares sold to, or in accordance with the directions of, the purchaser.
- 3B.4 A statutory declaration in writing that the declarant is a Director or the Secretary of the Company and that a Share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the Share. The receipt of the Company for the consideration (if any) given for the Share on the sale, re-allotment or disposal thereof shall (subject to the execution by the Company of a transfer if the same be required) constitute a good title to the Share and the person to whom the Share is sold, re-allotted or disposed of shall be registered as the holder of the Share and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the Share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, surrender, sale, re-allotment or disposal of the Share.

4 PERMITTED TRANSFERS

- 4.1 Any member may at any time transfer all or any of his Ordinary Shares to any other person with the prior written consent of:
- 4.1.1 90% of the other members of the Company (by holding of Ordinary Shares); or
 - 4.1.2 the Board and the Investors' Attorney,
- and any such transfers shall be registered by the Board.
- 4.2 Any Ordinary Shares may be transferred (and such expression shall for these purposes include any separate transfer of legal and/or beneficial interest in Shares (whether in whole or in part)):-
- 4.2.1 by a Beneficial Owner who is an individual to a Privileged Relation of such Beneficial Owner or to trustee(s) to be held upon Family Trusts;
 - 4.2.2 by the nominee of a Beneficial Owner to the Beneficial Owner or to another nominee of the Beneficial Owner;
 - 4.2.3 by a Beneficial Owner to the trustee(s) of an Employee Trust;

- 4.2.4 by the trustee(s) of an Employee Trust to an Employee Trust Beneficiary.
- 4.3 Where any Ordinary Shares have been transferred to Privileged Relations or trustee(s) pursuant to Article 4.2 the Privileged Relation or the trustee(s) as the case may be may transfer any such Ordinary Shares to a person or persons shown to the reasonable satisfaction of the Board to be:
- 4.3.1 the trustee(s) for the time being (on a change of trustee) of the Family Trusts or Employee Trust in question and/or;
- 4.3.2 the Beneficial Owner or any Privileged Relation of the Beneficial Owner.
- 4.4 In any case where a member proposing to transfer Ordinary Shares under Article 4.2 (the "Proposing Transferor") holds those Ordinary Shares as a result of an earlier transfer authorised under Article 4.2 from the first Holder of those Shares (the "Original Member") the Proposing Transferor may only transfer those Ordinary Shares to a person to whom the Original Member could have transferred such Ordinary Shares under Article 4.2.
- 4.5 Where Ordinary Shares are held by trustee(s) of a Family Trust or an Employee Trust and any such Ordinary Shares cease to be held upon Family Trust or Employee Trust (otherwise than in consequence of a transfer authorised under Articles 4.2 to 4.4) the trustee(s) shall forthwith transfer such Ordinary Shares to a transferee permitted under Articles 4.2 to 4.4 and in default thereof the trustee(s) shall, unless the Investors' Attorney agrees otherwise, be deemed to have given a Transfer Notice in respect of the Ordinary Shares in question provided that the price shall be the nominal value of such Shares.
- 4.6 Any Ordinary Shares held by an Original Member may be transferred to any company in which that Original Member holds a Controlling Interest provided that if that Original Member ceases to hold a Controlling Interest then such company shall within 5 Business Days of such cessation transfer any Ordinary Shares held by it to the Original Member or to a company in which the Original Member holds Majority Voting Rights or another person to whom the Original Member could have transferred such Shares under Article 4.2.
- 4.7 Any Ordinary Shares held by an undertaking when first transferred to a company under Article 4.6 ("Original Undertaking") may be transferred to any other company ("Transferee Undertaking") which is a holding company or subsidiary of the Original Undertaking or a subsidiary of a holding company of the Original Undertaking (a "Group Undertaking") provided that such company is a company in respect of which the relevant Original Member holds a Controlling Interest.
- 4.8 If any Transferee Undertaking ceases to be a Group Undertaking in relation to the Original Undertaking then such Transferee Undertaking shall within 5 Business Days of such cessation transfer any Ordinary Shares held by the Transferee Undertaking to the Original Undertaking or to a company which, in relation to the Original Undertaking, is a Group Undertaking provided that such company is a company in respect of which the relevant Original Member holds a Controlling Interest.
- 4.9 In the event of any default of Articles 4.6, 4.7 or 4.8 the Original Undertaking or the Transferee Undertaking or the company referred to in Article 4.8 (as the case may be) shall, unless the Investors' Attorney agrees otherwise, be deemed to have served a

Transfer Notice in respect of all such Ordinary Shares provided that the price shall be the nominal value of such Shares.

- 4 10 Any member who is a member of Hotbed Limited's investor member network may transfer Shares to any person who is also a member of Hotbed Limited's investor member network with the prior written consent of Hotbed Limited (such consent not to be unreasonably withheld or delayed).
- 4 11 Any member may transfer Shares to any person who is also a member with the prior written consent of Hotbed Limited.

5 TRANSFER PROCEDURE

- 5.1 Any member holding Shares who wishes to transfer any of such Shares ("a Vendor") otherwise than in accordance with Article 4 shall give a Transfer Notice to the Company of his wish specifying:
 - 5.1.1 the number of Shares which he wishes to transfer ("Sale Shares");
 - 5.1.2 the price per Share at which he wishes to sell such Sale Shares;
 - 5.1.3 the name and address of any third party to whom he proposes to transfer the Sale Shares and the terms of any offer made by that third party; and
 - 5.1.4 whether the Transfer Notice is conditional upon all and not part only of the Sale Shares so specified being sold pursuant to the offer hereinafter mentioned, and in the absence of such stipulation it shall be deemed not to be so conditional.
- 5.2 Where any Transfer Notice is given in accordance with Article 5.1, the sale price of the Sale Shares shall, subject to the written approval of the Investors' Attorney, be the price per Share specified in the Transfer Notice pursuant to Article 5.1.2.
- 5.3 Where any Transfer Notice is deemed to have been given in accordance with these Articles, the deemed Transfer Notice shall be treated as having specified:
 - 5.3.1 that all the Shares registered in the name of the Vendor shall be included for transfer,
 - 5.3.2 that the sale price of the Sale Shares shall be determined in accordance with Articles 5.4 to 5.6 below; and
 - 5.3.3 that the Transfer Notice is not conditional upon all and not part only of the Shares so specified being sold pursuant to the offer.
- 5.4 Where any Transfer Notice is deemed to have been given in accordance with these Articles, the Vendor, the Investors' Attorney and the Board shall seek to agree the sale price of the Sale Shares the subject of the deemed Transfer Notice within 10 Business Days of the date of the deemed Transfer Notice and, if agreement is reached such agreed price shall be the sale price of the Sale Shares the subject of the deemed Transfer Notice.

- 5.5 In the event that agreement is not reached as to the sale price of the Sale Shares pursuant to Article 5.2 or 5.4 (as appropriate) within 10 Business Days of the date of the Transfer Notice, the Board shall within 20 Business Days of the Transfer Notice or, in the case of Article 5.4, within 20 Business Days of receiving notice of the events giving rise to the deemed issue of such Transfer Notice having occurred instruct the Independent Expert to determine in accordance with Article 5.6 the sale price of the Sale Shares the subject of the Transfer Notice.
- 5.6 Where the Independent Expert is instructed in accordance with these Articles the sale price of the Sale Shares shall, subject to Article 6.2, be the value which the Independent Expert certifies in his opinion as a fair value of the Sale Shares. In arriving at his opinion the Independent Expert will value the Sale Shares as at the date the Transfer Notice is deemed to have been served:-
- 5.6.1 as shares in the Company on a going concern basis;
- 5.6.2 as on an arms length basis between a willing seller and a willing buyer;
- 5.6.3 ignoring any reduction or enhancement in value which may be ascribed to the Sale Shares by virtue of the fact that they represent a minority or majority interest; and
- 5.6.4 on the assumption that the Sale Shares are capable of transfer without restriction.
- 5.7 The sale price of the Sale Shares whether fixed, agreed or determined under these Articles shall be referred to as the "Transfer Price".
- 5.8 Any member (including the Vendor) shall be entitled to make representations, in connection with the calculation of the fair value of the Sale Shares to the Independent Expert within 20 Business Days of his appointment (which shall be notified to the members within 5 Business Days of being made) and the Independent Expert shall be required to take into account in calculating the fair value of the Sale Shares all reasonable representations so made to him.
- 5.9 The decision of the Independent Expert as to the Transfer Price shall, save in the case of clerical or manifest error appearing within 15 Business Days of the Independent Expert's determination of the Transfer Price, be final and binding. The Independent Expert's charges including disbursements and value added tax in connection with the determination will be paid as to one half by the Company and the other half by the Vendor.
- 5.10 No Transfer Notice once given in accordance with this Article 5 shall be withdrawn without the consent in writing of the Investors' Attorney.
- 5.11 The Transfer Notice shall constitute the Company the agent of the Vendor for the sale of the Sale Shares specified therein at the Transfer Price.
- 5.12 Once the Transfer Price has been fixed, agreed or determined (as the case may be) the Company may (with the consent of the Investors' Attorney) not later than 15 Business

Days from the Transfer Price being agreed, fixed or determined exercise its power, subject to the provisions of the Act to purchase any of the Sale Shares at the Transfer Price.

- 5.13 If the Company declines or is unable to exercise the powers referred to in Article 5.12 it shall within 60 Business Days of the Transfer Price being fixed, agreed or determined (but after the Company has determined that it will not exercise its rights under Article 5.12) give notice in writing to any Invitees and to each of the members of the Company (other than the Vendor) informing them that the Sale Shares are available and of the Transfer Price and shall invite each member (other than the Vendor) and each Invitee to state in writing within 20 Business Days from the date of the said notice (which date shall be specified therein) whether he is willing to purchase any and, if so, how many of the Sale Shares at the Transfer Price. The notice in this Article shall not without the prior written consent of the Investors' Attorney be issued earlier than the earlier of 50 Business Days from fixing, agreement or determination of the Transfer Price and the Investors' Attorney stating in writing to the Company that there will be no Invitees or that the Company has been supplied with a list of all Invitees. The Company shall not be required to give notice to any Invitees and to each of the Members in accordance with this Article 5.13 if.

5.13.1 an Invitee has given notice to the Company that he/it will acquire all of the Sale Shares; or

5.13.2 Invitees have given notice to the Company that they will, between them, acquire all of the Sale Shares; and

5.13.3 the consent of the Investors' Attorney has been obtained in respect of such Invitee or Invitees acquiring such Sale Shares.

- 5.14 The notice in Article 5.13 shall state that the Sale Shares shall be offered:-

5.14.1 first to any Invitee or Invitees; then

5.14.2 to the extent not acquired by an Invitee or Invitees, to each member (other than the Vendor) on terms that in the event of competition the remaining Sale Shares offered shall be sold to the members accepting the offer in proportion (as nearly as may be) to their existing holdings of Shares ("Proportionate Entitlement"). It shall be open to each such member to specify if he is willing to purchase the remaining Sale Shares in excess of his Proportionate Entitlement ("Excess Shares") and if the member does so specify he shall state the number of Excess Shares.

- 5.15 After the expiry of the offers to be made pursuant to Articles 5.13 and 5.14 above the Board shall allocate the Sale Shares in the following manner:

5.15.1 first, to any Invitees; then

5.15.2 if the total number of remaining Sale Shares applied for is equal to or less than the available number of remaining Sale Shares the Company shall allocate the number applied for in accordance with the applications,

- 5.15.3 if the total number of remaining Sale Shares applied for is more than the available number of remaining Sale Shares, each member shall be allocated his Proportionate Entitlement or such lesser number of remaining Sale Shares for which he may have applied and applications for Excess Shares shall be allocated in accordance with such applications or, in the event of competition, (as nearly as may be) to each member applying for Excess Shares in the proportion which the Shares held by such member bears to the total number of Shares held by all such members applying for Excess Shares and provided that such member shall not be allocated more Excess Shares than he shall have stated himself willing to take and in either case the Company shall forthwith give notice of each such allocation ("**Allocation Notice**") to the Vendor and each of the persons to whom remaining Sale Shares have been allocated ("**Member Applicant**") and shall specify in the Allocation Notice the place and time (being not later than 10 Business Days after the date of the Allocation Notice) at which the sale of the Sale Shares be completed.
- 5.16 Subject to Article 5.17, upon such allocation being made as aforesaid, the Vendor shall be bound, on payment of the Transfer Price for each of the Sale Shares, to transfer the Sale Shares as required by Article 5.15. If the Vendor makes default in so doing, any person nominated by the Investors' Attorney for that purpose shall forthwith be deemed to be the duly appointed attorney of the Vendor with full power to execute complete and deliver in the name and on behalf of the Vendor a transfer of the relevant Sale Shares to the Invitee and/or the Member Applicant (as appropriate) and any Director may receive and give a good discharge for the purchase money on behalf of the Vendor and (subject to the transfer being duly stamped) enter the name of the Invitee and/or the Member Applicant (as appropriate) in the register of members as the Holder or Holders by transfer of the Sale 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 Vendor until he shall deliver up his certificate or certificates for the relevant Sale Shares to the Company when he shall thereupon be paid the purchase money.
- 5.17 If the Vendor shall have included (or be deemed to have included pursuant to these Articles) in the Transfer Notice a provision that unless all the Sale Shares are sold none shall be sold and if the aggregate number of Sale Shares applied for by Invitees and/or Member Applicants is less than the total number of Sale Shares (a "Minimum Transfer Provision") then the Company may by notice in writing (given within 10 Business Days after expiry of the relevant offer period) invite any person(s) selected by the Board (with the Investors' Attorney's written consent) to apply for any of the Sale Shares not applied for at the Transfer Price. If such person(s) shall apply within 10 Business Days of such invitation for such Sale Shares they shall be allocated to him or them and completion of the sales in accordance with this and the preceding paragraphs of this Article shall be conditional upon such Minimum Transfer Provision being complied with in full.
- 5.18 In the event of all the Sale Shares specified in a Transfer Notice not being sold under the preceding paragraphs of this Article, the Company shall forthwith give notice in writing of this fact to the Vendor, and the Vendor may (with the Investors' Attorney's consent and subject to the provisos to this Article 5.19) at any time within 3 calendar months after receiving such notice from the Company that the pre-emption provisions herein contained

have been exhausted, with the prior written approval of the Investors' Attorney transfer any Sale Shares not sold at any price not less than the Transfer Price provided that:-

- 5.18 1 if the Transfer Notice was conditional upon all and not part only of the Sale Shares so specified being transferred pursuant to the offer then all of the Sale Shares so specified must be sold to the third party; and
- 5 18.2 the transferee of the Sale Shares shall enter into a deed of adherence to the Investment Agreement on such terms as the Investors' Attorney may reasonably require.
- 5.19 Notwithstanding the provisions relating to the transfer of Shares in these Articles, if a transfer of Shares would result, if made and registered, in a person and/or his Connected Persons and/or his or their Permitted Transferees (as set out in Article 4) obtaining a Controlling Interest, no transfer of Shares shall be made or registered unless an Approved Offer is made and accepted by a majority of the Investors (by holding of Ordinary Shares)
- 5 20 Any transfer of Shares in the Company pursuant to an Approved Offer shall not be subject to the restrictions on transfer or pre-emption provisions contained in these Articles.
- 5 21 If at any time an Approved Offer is made which is accepted by a majority of the Investors (by holding of Ordinary Shares), the members who have not accepted the Approved Offer shall be obliged to accept the Approved Offer in respect of the Shares held by them and to sell all of the Shares held by them in accordance with such Approved Offer.
- 5 22 If any person (a "Compulsory Transferor") fails to transfer any Shares in accordance with Article 5.21 above within 20 Business Days of the Approved Offer having been made the Directors may authorise any person to execute and deliver on his behalf the necessary stock transfer form transferring the relevant Shares with full title guarantee and the Company shall receive the purchase money in trust for the Compulsory Transferor and cause the purchaser to be registered as the Holder of such shares (subject to payment of any stamp duty) The receipt of the Company for the purchase money shall be a good discharge to the purchaser (who shall not be bound to see to the application thereof). The Compulsory Transferor shall in such case be bound to deliver up his certificate for such Shares to the Company whereupon he shall be entitled to receive the purchase price without interest.
- 5 23 Save as expressly provided in these Articles, a transfer of Shares in accordance with these Articles shall mean a transfer of the entire legal and beneficial interest in such Shares, whereby a Shareholder cannot transfer one without the other. For the avoidance of doubt, a transfer authorised under Articles 4 2 to 4.4 shall be deemed to include any separate transfer of legal and/or beneficial interest in Shares (whether in whole or in part).

6 DEEMED TRANSFER NOTICE

- 6.1 Upon a person becoming a Leaver (unless the Investors' Attorney within 20 Business Days following the date on which that person becomes a Leaver notifies the Company that no Transfer Notice shall be deemed to be issued), an irrevocable Transfer Notice shall be deemed to be issued in respect of all the Leaver Shares on the date 20 Business Days following the date on which that person becomes a Leaver in which case the provisions of

Article 5 will apply and the transfer price for such Leaver Shares shall be the Transfer Price agreed or determined in accordance with Article 5.

- 6.2 Upon a person becoming a Bad Leaver (unless the Investors' Attorney within 20 Business Days following the date on which that person becomes a Bad Leaver notifies the Company that no Transfer Notice shall be deemed to be issued), an irrevocable Transfer Notice shall be deemed to be issued in respect of all the Bad Leaver Shares on the date 20 Business Days following the date on which that person becomes a Bad Leaver in which case the provisions of Article 5 (other than those as to agreement or determination of price) will apply and, notwithstanding the provisions of Article 5 as to agreement or determination of price, the transfer price for such Bad Leaver Shares shall be the lower of the nominal value of such Bad Leaver Shares and the transfer price agreed or determined in accordance with Article 5.
- 6.3 Upon a person becoming a 2013 Resigning Leaver (unless the Investors' Attorney within 20 Business Days following the date on which that person becomes a 2013 Resigning Leaver notifies the Company that no Transfer Notice shall be deemed to be issued), an irrevocable Transfer Notice shall be deemed to be issued in respect of all the 2013 Resigning Leaver Shares on the date 20 Business Days following the date on which that person becomes a 2013 Resigning Leaver in which case the provisions of Article 5 will apply and the transfer price for such 2013 Resigning Leaver Shares shall be the one third of the Transfer Price agreed or determined in accordance with Article 5.
- 6.4 Upon a person becoming a 2014 Resigning Leaver (unless the Investors' Attorney within 20 Business Days following the date on which that person becomes a 2014 Resigning Leaver notifies the Company that no Transfer Notice shall be deemed to be issued), an irrevocable Transfer Notice shall be deemed to be issued in respect of all the 2014 Resigning Leaver Shares on the date 20 Business Days following the date on which that person becomes a 2014 Resigning Leaver in which case the provisions of Article 5 will apply and the transfer price for such 2014 Resigning Leaver Shares shall be the two thirds of the Transfer Price agreed or determined in accordance with Article 5.
- 6.5 In the event that a member who has transferred his shares pursuant to Articles 6.1, 6.3 or 6.4 shall at any time become a Bad Leaver, he shall, within 20 Business Days of written request to do so by the Company or the Investors' Attorney, repay to those persons to whom he transferred Shares pursuant to Articles 6.1, 6.3 or 6.4, the difference between the price paid to him for those Shares and the price that would have been paid had the Shares been Bad Leaver Shares together with interest on such amount at a rate of 3% over the base rate of the Bank of England at the date of repayment, accrued from the date of payment to the date of repayment.
- 6.6 Once a person has become a Leaver, a 2013 Resigning Leaver, a 2014 Resigning Leaver or a Bad Leaver, all prior outstanding Transfer Notices in respect of the same Shares shall be immediately cancelled and no further Transfer Notices may be served in respect of the same Shares until the Company has notified the Vendor in accordance with Article 5.18 that not all of the Sale Shares have been sold in accordance with the provisions of Article 5.

- 6.7 Once a person has become a Leaver, a 2013 Resigning Leaver, a 2014 Resigning Leaver or a Bad Leaver, the Leaver Shares, the 2013 Resigning Leaver Shares, the 2014 Resigning Leaver Shares or the Bad Leaver Shares shall cease to have the right to receive notice of, attend, speak at a vote at general meetings of the Company or consent to holding general meetings on short notice ("the Disenfranchised Rights") until all of the Leaver Shares, 2013 Resigning Leaver Shares, 2014 Resigning Leaver Shares or Bad Leaver Shares have been sold in accordance with the provisions of Article 5 ("the Disenfranchised Period").
- 6.8 If the Investors' Attorney so resolves by notice in writing to the Company, the Investors' Attorney shall be entitled to exercise the Disenfranchised Rights in its absolute discretion in the Disenfranchised Period.
- 6.9 The provisions of this Article 6 shall not apply to the 63,833 of the Ordinary Shares held by Martin John Wootton or 61,531 of the Ordinary Shares held by Paul Cronk.

7 PROCEEDINGS OF DIRECTORS

- 7.1 Unless and until the Company by ordinary resolution shall otherwise determine, there shall be no maximum number of Directors and the minimum number of Directors shall be one. If and so long as there is a sole Director he may exercise all the powers and authorities vested in the Directors by these Articles. The quorum necessary for the transaction of the business of the Directors when more than one Director holds office may be fixed by the Directors but unless so fixed shall be two present in person or by their alternate Directors provided that, unless the Investor Director (as defined in the Investment Agreement) agrees otherwise, the Investor Director (as defined in the Investment Agreement) must be present. If and so long as there is a sole Director, the quorum shall be one
- 7.2 The Directors, or a committee of the Directors, may hold meetings by telephone either by conference telephone connection(s) or by a series of telephone conversations or by exchange of facsimile transmissions or electronic mail addressed to the chairman. The views of the Directors, or a committee of the Directors, as ascertained by such telephone conversations or facsimile transmissions or electronic mail and communicated to the chairman shall be treated as votes in favour of or against a particular resolution (as appropriate). A resolution passed at any meeting held in this manner and signed by the chairman shall be as valid and effectual as if it had been passed at a meeting of the Directors (or, as the case may be, of that committee) duly convened and held. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting is then present.
- 7.3 Subject to Article 9A.1, a Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote, his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration.
- 7.4 In the case of an equality of votes the chairman shall not be entitled to a casting vote.

APPOINTMENT OF DIRECTORS

- 8.1 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:
- 8.1.1 by ordinary resolution (subject to Articles 8 2); or
 - 8.1 2 by a decision of the Directors.
- 8.2 Subject to Article 9 a person shall not be appointed a Director by ordinary resolution unless either:
- 8.2.1 he is recommended by the Directors; or
 - 8.2.2 not less than 14 nor more than 35 clear days before the date appointed for the passing of the ordinary resolution, notice signed by a member qualified to vote at the general meeting has been given to the Company of the intention to propose that person for appointment, together with notice signed by that person of his willingness to be appointed.
- 8.3 Any Director may at any time by writing under his hand and deposited at the Company's registered office, or delivered at a meeting of the Board, appoint any other Director or any person willing to act and approved by resolution of the Directors (such approval not to be unreasonably withheld or delayed) to be his alternate Director and may in like manner at any time terminate such appointment. Such appointment, unless previously approved by the Board, shall have effect only upon and subject to being so approved. The appointment of an alternate Director shall determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor ceases to be a Director. An alternate Director shall be entitled to receive notices of meetings of the Board and shall be entitled to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally to perform all functions of his appointor as a Director and the provisions of these Articles shall apply as if he (instead of his appointor) were a Director. If he shall be himself a Director or shall act as an alternate for more than one Director, his voting rights shall be cumulative but he shall count as only one for the purpose of determining whether a quorum is present. If his appointor is for the time being temporarily unable to act through ill health or disability his signature shall be as effective as the signature of his appointor. To such extent as the Board may from time to time determine in relation to any committees of the Directors the foregoing provisions of this paragraph shall also apply mutatis mutandis to any meeting of any such committee of which his appointor is a member. An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent as if he were a Director but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

INVESTOR DIRECTORS

- 9 1 For so long as any of the Investors shall be the holder of any Ordinary Shares, the Investors' Attorney may at any time and from time to time appoint two persons to be Directors (each an "Investor Director") or remove from office any such Investor Director so appointed and replace him with a new Investor Director. Upon request of the Investors' Attorney the Company shall procure any Investor Director appointed pursuant to this Article 9.1 is appointed a director of any Group Company.
- 9 2 Any such appointment, removal, consent or notice shall be in writing served on the Company and signed on behalf of the Investors' Attorney. No person dealing with the Company shall be concerned to see or enquire as to whether the powers of the Directors have been in any way restricted hereunder or as to whether any requisite consent of the Investors' Attorney has been obtained and no obligation incurred or security given or transaction effected by the Company to or with any third party shall be invalid or ineffectual unless the third party had at the time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the Directors.
- 9 3 For so long as the Investors hold any Ordinary Shares, the Investors' Attorney shall be entitled to appoint an observer who shall be entitled to receive notice of, attend at and speak but not vote at meetings of the Board.

9A**DIRECTORS' INTERESTS**

- 9A 1 A Director must declare to the other Directors any situation in which he has, or could have, a direct or indirect interest that conflicts, or possibly might conflict, with the interests of the Company unless it relates to a contract, transaction or arrangement with the Company or the matter has been authorised by the Board or the situation cannot reasonably be regarded as likely to give rise to a conflict of interest.
- 9A 2 The Directors may (subject to such terms and conditions, if any, as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law
- 9A.2.1 any matter which would otherwise result in a Director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties);
- 9A 2.2 a Director to accept or continue in any office, employment or position in addition to his office as a Director of the Company and may authorise the manner in which a conflict of interest arising out of such office, employment, or position may be dealt with, either before or at the time that such a conflict of interest arises,

provided that for this purpose the Director in question and any other interested Director are not counted in the quorum at any board meeting at which such matter, or such office,

employment or position, is approved and it is agreed to without their voting or would have been agreed to if their votes had not been counted.

9A 3 If a matter, office, employment or position, has been authorised by the Board in accordance with Article 9A.2 then:

9A.3.1 the Director shall not be required to disclose any confidential information relating to such matter, or such office, employment, or position, to the Company if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter, or that office, employment or position;

9A.3.2 the Director may absent himself from meetings of the Board at which anything relating to that matter, office, employment or position, will or may be, discussed; and

9A 3 3 the Director may make such arrangements as such Director thinks fit for Board and committee papers to be received and read by a professional adviser on behalf of that Director.

9A.4 A Director shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any matter or from any office, employment or position, which has been approved by the Board pursuant to Article 9A 2 (subject in any such case to any limits or conditions to which such approval was subject).

9A.5 For the purposes of Articles 9A 1 and 9A.2 an interest of a person who is, for any purpose of the Act, connected with a Director shall be treated as an interest of the Director and, in relation to an alternate Director, an interest of his appointor shall be treated as an interest of the alternate Director, without prejudice to any interest which the alternate Director has otherwise.

9A 6 Regulation 14 shall be modified accordingly

10 ORGANISATION OF GENERAL MEETINGS

10.1 No business shall be transacted at any meeting unless a quorum is present. 4 persons entitled to vote upon the business to be transacted each being a member or a proxy for a member or a duly authorised representative of a corporation that is a member shall be a quorum provided that at least one shall be an Investor or proxy for a member who is an Investor or a duly authorised representative of a corporation that is an Investor. If such a quorum is not present within 30 minutes of the time scheduled for commencement of the meeting, the meeting shall be adjourned and shall be reconvened at the same time and place 7 days later. The quorum at any such reconvened meeting shall be any 4 members present (in person or by proxy).

11 INDEMNITY AND INSURANCE

11.1 Subject to the provisions of and so far as may be consistent with the Statutes, every Director or other officer of the Company shall be indemnified out of the assets of the Company against all costs, charges, expenses, losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto,

including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company. No Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the proper execution of the duties of his office or in relation thereto. Regulation 52 shall be construed accordingly.

- 11 2 Without prejudice to the provisions of Article 11.1, the Board shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, officers, employees or auditors of the Company or of any subsidiary undertaking of the Company including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or the exercise or purported exercise of their powers and/or otherwise in relation to or in connection with their duties, powers or offices in relation to the Company or any such subsidiary undertaking. Regulation 53 shall be construed accordingly.