

No. 5803316

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

RESOLUTIONS IN WRITING OF THE SOLE MEMBER

OF

YOUDOODOLL LIMITED (the "Company")

CIRCULATION DATE 18 October 2007

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that

- resolution 1 below is passed as an ordinary resolution ("**Ordinary Resolution**"), and
- resolution 2 below is passed as a special resolution ("**Special Resolution**")

ORDINARY RESOLUTION

- 1 **THAT** the directors are authorised pursuant to Section 80 of the Companies Act 1985 to allot and issue up to 99 ordinary shares of £1 00 each within five years of the date of this resolution (on the expiration of which this authority shall expire) and the directors shall have the power to exercise the authority hereby conferred upon them to allot such shares in accordance with the terms of clause 2 1 2 and clause 2 2 2 of the proposed subscription agreement to be entered into and dated the same date as this resolution and made between Sarah Lu (1), the Company (2), and Deborah Sonia Meaden (3)

SPECIAL RESOLUTION

- 2 **THAT** the articles of association attached to this resolution (and initialled by way of identification by the sole member of the Company) be adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association

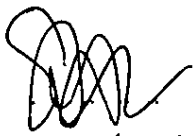
AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Ordinary Resolution and Special Resolution

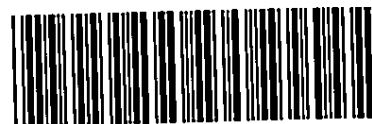
I the undersigned, being the sole member of the Company entitled to vote on the above resolutions on 18 October 2007 ("**Circulation Date**"), hereby irrevocably agree to the Ordinary Resolution and Special Resolution

Signed by SARAH LU

Date


18/10/2007

TUESDAY



A14 *ABT3CU8V* 30/10/2007
COMPANIES HOUSE

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NOTES

1 You can choose to agree to both the Ordinary Resolution and Special Resolution or neither of them but you cannot agree to only some of the resolutions. If you agree to both of the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company by fax to 01392 210700 marked "For the attention of James Holdgate"

If you do not agree to all of the resolutions, you do not need to do anything. You will not be deemed to agree if you fail to reply.

2 Once you have indicated your agreement to the resolutions, you may not revoke your agreement.

3 Unless, by 28 days of the Circulation Date, sufficient agreement has been received for the resolutions to pass, they will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or during this date.

THE COMPANIES ACTS 1985 - 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

YOUDOODOLL LIMITED

Company No: 5803316

(adopted by special resolution passed on 18 OCTOBER 2007)

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The Companies Act 1985

Private company limited by shares

Articles of Association

of

YOUDOODOLL LIMITED

(as adopted by special resolution passed on **18 OCTOBER** 2007)

1. Preliminary

- 1.1 Except as otherwise provided in these Articles, the regulations contained or incorporated in Table A (as defined in Article 1.3) shall apply to the Company, save insofar as they are varied or excluded by, or are inconsistent with, the following Articles
- 1.2 These Articles and the regulations incorporated in them shall take effect subject to the requirements of the Act (as defined in Article 1.3) and of every other statute for the time being in force affecting the Company
- 1.3 In these Articles, unless the context otherwise requires, the following words and expressions shall have the following meanings

"15 Business Days Period" means as defined in Article 8.3

"Act" means the Companies Act 1985 (as amended)

"Approved Offer Price" means as defined in Article 8.10

"Bad Leaver" means an Employee Shareholder who ceases to be employed by the Company by reason of

- (a) lawful termination of employment arising as a result of gross misconduct or in any other circumstances that may lawfully allow the Company to terminate his employment summarily, and/or
- (b) his resigning within 2 years from the date of the Subscription Agreement, and/or
- (c) his having committed an act of fraud, dishonesty, theft, becoming bankrupt, being disqualified from acting as a director of a company in England and Wales or being convicted of any criminal offence which results in the imposition of a custodial sentence

"Bad Leaver's Shares" means in relation to a Bad Leaver, any Shares transferred or issued to that Bad Leaver after the Cessation Date including, but not limited to, any Shares subsequently transferred by him under Article 7.1

"Board" means the board of Directors of the Company for the time being

"Business Day" means a day (other than a Saturday or a Sunday) on which clearing banks are open for business in the City of London

"Cessation Date" means as defined in Article 11 1

"Chairman" means the chairman of the Board from time to time

"communication" includes a communication comprising sounds or images or both

"Company" means Youdoodoll Limited (a company registered in England and Wales with number 5803316) and whose registered office is at 7 Wallingford End, Little Billing, Northampton, Northamptonshire, NN3 9HQ

"Compulsory Transferor" means as defined in Article 11 11

"Compulsory Transferor's Shares" means in relation to a Compulsory Transferor, any Shares transferred or issued to that Compulsory Transferor after the Operative Date including, but not limited to, any Shares subsequently transferred by him under Article 7 1

"Controlling Interest" means an interest (within the meaning of Schedule 13, Part 1 and Section 324 of the Act) in shares conferring in aggregate 51% or more of the total voting rights conferred by all the shares in the equity share capital of the Company for the time being in issue

"Corporate Group" means the group of companies comprising a corporate member, any holding company from time to time of that corporate member and any subsidiary or subsidiary undertaking of that corporate member or any such holding company and a company or other entity shall be a **"holding company"** or a **"subsidiary"** for the purposes of these Articles if it falls within the meaning attributed to that term in sections 736 and 736A of the Act and any company or other entity shall be a **"subsidiary undertaking"** for the purposes of these Articles if it falls within the meaning attributed to that term in section 258 of the Act

"Deceased Manager's Shares" means in relation to a Manager who dies, any Shares transferred or issued to that deceased Manager after the End Date including, but not limited to, any Shares subsequently transferred by him under Article 7.1

"Deed of Adherence" means a deed of adherence to the Subscription Agreement substantially in the form set out in the Subscription Agreement

"Directors" means the directors for the time being of the Company including any Subscriber Directors

"Due Proportion" means in the same proportion, as nearly as may be, as the nominal amount of a Shareholder's existing holding of Shares bears to the total nominal amount of Shares in issue as the case may be

"Electronic communication" means a communication transmitted (whether from one person to another, from one device to another or from a person to a device or vice versa)

(a) by means of a telecommunication system (within the meaning of the Telecommunications Act 1984), or

(b) by any other means but while in electronic form

"Employee Shareholder" means a Manager who at the date of adoption of these Articles or subsequently is employed by, or is a consultant to, the Company and/or holds the office of Director of the Company

"Employee Trust" means any trust established by the Company with Subscriber Consent to encourage or facilitate the holding of Shares in the Company by bona fide employees of the Company or by any section of such employees, the trustees of which shall be such persons as the Subscribers shall agree

"End Date" means as defined in Article 11 6

"Exit" means the occurrence of a Listing or the completion of a Sale

"Expert" means an independent chartered accountant to be nominated by the Company and the relevant Shareholder and in default of agreement between them within five Business Days of the obligation to appoint arising, on the request of either the Company or the relevant Shareholder by the President for the time being of the Institute of Chartered Accountants in England and Wales

"Fair Price" means the price which the Expert states in writing to be in its opinion the fair value of the shares concerned on a sale as between a willing seller and a willing purchaser. In determining such fair value the Expert shall be instructed in particular

- (a) to have regard to the rights and restrictions attached to such shares in respect of income and capital,
 - (b) to disregard whether or not such shares represent a minority interest,
 - (c) to take no account of whether such shares do or do not carry control of the Company, and
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- (d) if the Company is then carrying on business as a going concern, to assume that it will continue to do so,

and in stating such fair value the Expert (whose charges shall be borne equally between the relevant Shareholder and the Company) shall be considered to be acting as an expert and not as an arbitrator and their decision shall be final and binding on the Company and the relevant Shareholder

"Family Trust" means a trust under which no immediate beneficial interest in the shares in question is for the time being or may in the future be vested in any person other than the Shareholder concerned or a Privileged Relation of such Shareholder 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 or trustees or the Shareholder concerned or a Privileged Relation of such Shareholder

"Listing" means the admission of any part of the equity share capital of the Company to the Official List of the UK Listing Authority or the grant of permission by the London Stock Exchange Plc to deal in any of the Company's shares on the Alternative Investment Market of the London Stock Exchange or on any other recognised investment exchange (recognised in accordance with the Financial Services and Markets Act 2000 and as defined by Section 285, Financial Services and Markets Act 2000) and such permission becoming effective

"Manager" has the same meaning as in the Subscription Agreement

"Maximum" means as defined in Article 8 3

"Offered Shares" means as defined in Article 8 2

"Operative Date" means as defined in Article 11 12

"Permitted Transferee" means a person who is transferred shares pursuant to and upon compliance with and in accordance with the terms and conditions of these Articles generally and in particular Articles 7, 8, 9 or 11

"Privileged Relation" means in relation to a Shareholder, the spouse or widow or widower of the Shareholder and the Shareholder's children and grandchildren (including step and adopted children and their issue) and step and adopted children of the Shareholder's children

"Purchaser" means a person who expresses a willingness to purchase Offered Shares

"Sale" means the sale of 75% or more of Shares

"Selling Shareholder" means as defined in Article 8 7

"Shareholder" means a registered holder for the time being of Shares and
"Shareholders" means all registered holders of Shares for the time being

"Shares" means the issued shares in the capital of the Company from time to time

"Specified Price" means as defined in Article 8 2

"Subscriber" and **"Subscribers"** has the same meaning as in the Subscription Agreement

"Subscriber Consent" means the written consent of the Subscribers

"Subscriber Director" means a Director appointed from time to time by a Subscriber under Article 15 1

"Subscription Agreement" means the subscription agreement entered into on the same date as the date of adoption of these Articles between Sarah Lu (1), the Company (2), and Deborah Sonia Meaden (3), as that agreement may be amended from time to time

"Table A" means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended from time to time)

"Transfer Notice" means as defined in Article 8 1

1 4 References in these Articles to

- (a) **"employees"** shall be deemed to include consultants and Directors and contracts of, commencement or cessation of employment shall include contracts for, commencement or cessation of consultancy or Directorship, and

- (b) a **"share"** and **"Share"** shall include any interests in shares referred to in Section 209(1)(a) and (e) and 209(10)(c) of the Act

- 1 5 The headings to these Articles do not affect the construction of these Articles,
- 1 6 A person shall be deemed to be connected with another if that person is connected with another within the meaning of Section 839, Income and Corporation Taxes Act 1988

2. Authorised share capital

The authorised share capital of the Company at the date of adoption of these Articles is £1,000 divided into 1,000 ordinary shares of £1 each

3. Rights attaching to shares

- 3 1 Any profits which the Company may determine to distribute shall be distributed amongst the Shareholders in Due Proportion
- 3 2 On a return of assets on liquidation or capital reduction or otherwise, the assets of the Company remaining after the payment of its liabilities shall be distributed as follows
- 3 2 1 firstly, in paying to the Shareholder an amount equal to the amount paid up on such Shares (including any premium), and
- 3.2 2 thereafter among the Shareholders in Due Proportion
- 3 3 Each Shareholder shall be entitled to receive notice of and to attend and speak at any general meetings of the Company and each Shareholder (being an individual) present in person or by proxy or (being a body corporate) present by duly authorised representative or by proxy shall, on a show of hands, have one vote, and, on a poll have one vote for each Share held by him

3 4 Further issues of Shares

Save as expressly provided for in the Subscription Agreement where no Subscriber Consent shall be necessary

- 3 4 1 no new shares in the capital of the Company shall be issued without Subscriber Consent and Regulation 2 of Table A shall be amended accordingly,

- 3 4.2 all new shares in the capital of the Company shall first be offered to the Shareholders in Due Proportion as nearly as possible. Any such offer shall specify the number of shares offered and the price offered per share and shall be open for acceptance for not less than 15 Business Days from the date of notification. Any shares not accepted in that period shall be at the disposal of the Directors who may with Subscriber Consent (within a period of three months from the end of the 15 Business Day period), allot, grant options over or otherwise dispose of the same to such persons at a price per share and on terms no less favourable to the Company than that/those at which the same were offered to the Shareholders, and otherwise on such terms as they think proper, and

- 3 4 3 Section 89 of the Act will not apply to the Company

4. Variation of class rights

4 1 Without prejudice to the generality of this Article 4, Subscriber Consent shall be required for

4 1 1 the creation, allotment or issue of any shares or securities by the Company or the grant of any option or other right to require the allotment or issue of them or the modification, variation, alteration or abrogation of the rights attached to any of the classes of share capital of the Company or the consolidation or sub-division or other re-organisation of the Company's share capital or any part of it,

4 1 2 the passing of any resolution amending the Company's memorandum or articles of association,

4 1 3 the purchase, redemption or any distribution of capital profits or reserves of the Company in respect of any Shares otherwise than in accordance with the provisions of these Articles, or

4 1 4 by the application by way of capitalisation of any sum in or towards paying any debenture or debenture stock (whether secured or unsecured) of the Company

5. Redemption and purchase of shares

5 1 Subject to the provisions of Part V of the Act the Company may with Subscriber Consent

5 1 1 issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the Shareholder concerned,

5 1 2 purchase its own Shares (including any redeemable Shares), and

5.1.3 ~~make a payment in respect of the redemption or purchase under Section 159, Section 160 or (as the case may be) Section 162 of the Act and the relevant power under 5 1 1 or 5 1 2 above, of any of its own Shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares to the extent permitted by Section 171 and Section 172 of the Act~~

6. Lien

The lien conferred by Regulation 8 of Table A shall attach also to fully paid-up Shares and the Company shall also have a first and paramount lien on all Shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company

7. Permitted transfers

7 1 Transfers to family shareholders, trusts and nominees

7 1 1 Any Shareholder (or, subject always to the provisions of Articles 11 6 to 11 12 (inclusive), the legal personal representatives of a deceased Shareholder) may at any time transfer all or any of the Shares held by him at the date of

adoption of these Articles to a Privileged Relation or the trustees of his Family Trust

7 1 2 The trustees of a Family Trust may, on change of trustees, transfer Shares held by them in their capacity as trustees to the new trustees of that Family Trust

7 1 3 The trustees of a Family Trust may also transfer any of the Shares held by them in that capacity to a person who has an immediate beneficial interest under the Family Trust

7 1 4 Shares may be transferred by a Shareholder to a person to hold such Shares as his nominee but any transfers by such nominees shall be subject to the same restrictions as though they were transfers by the original Shareholder himself

7 1 5 Shares may be transferred without restriction by a nominee to their beneficial owner or to another nominee of the beneficial owner

7 1 6 If any trust whose trustees hold Shares in the Company ceases to be a Family Trust, the trustees shall without delay notify the Company that such event has occurred and shall give a Transfer Notice in respect of those Shares and, if the trustees fail to give a Transfer Notice, they shall be deemed to have served the Company with a Transfer Notice in respect of those Shares

7 2 Transfers by corporate Shareholders

A corporate Shareholder may at any time transfer its Shares to another member of its Corporate Group or to any other corporate entity under the same shareholder control as the transferring corporate Shareholder

7 3 Transfers with Consent

A transfer of Shares may be made to any person

7 3 1 with Subscriber Consent, or

7 3.2 nominated in accordance with Article 11 1 1 or 11 6 1.

7 4 Transfers to and from an Employee Trust

Any Shareholder (or, subject always to Articles 11 6 to 11 12 (inclusive), the legal personal representatives of a deceased Shareholder) may at any time transfer Shares to the trustees of an Employee Trust and the trustees of an Employee Trust may transfer any Shares

7 4.1 upon change of trustees, to the new or remaining trustee or trustees for the time being of the Employee Trust, and

7 4 2 with Subscriber Consent, to any bona fide employees of the Company or any other company in the same Corporate Group on their becoming entitled to the same under the terms of the Employee Trust

8. Pre-emption procedure and Subscriber tag rights

8 1 Except as provided in Articles 7, 9, or 11, no Shareholder, or person entitled to Shares by transmission, shall be entitled to transfer his Shares without first offering

them for transfer to the other Shareholders. The offer may be in respect of all or part only of the Shares held by the proposing transferor and shall be made by the proposing transferor by notice in writing to the Company (a "**Transfer Notice**")

- 8.2 A Transfer Notice shall specify the Shares offered (the "**Offered Shares**") and the price at which they are offered ("**Specified Price**"). A Transfer Notice shall constitute the Directors as the agent of the proposing transferor for the sale of the Offered Shares to the other Shareholders at the Specified Price. A Transfer Notice may (save in the case of a Transfer Notice deemed served in accordance with Article 11 (Compulsory Transfers)) contain a provision that, unless all the Offered Shares are sold under this Article, none shall be sold and that provision shall have effect. A Transfer Notice may not be revoked except with Subscriber Consent.
- 8.3 On receipt by the Company of a Transfer Notice the Directors shall give notice within ten Business Days to all the Shareholders (other than the proposing transferor) of the number and description of the Offered Shares and the Specified Price. The notice shall invite each of the Shareholders to state in writing to the Company within 15 Business Days (the "**15 Business Days Period**") whether he is willing to purchase any, and if so what maximum number ("**Maximum**"), of the Offered Shares. The Directors shall at the same time give a copy of the notice to the proposing transferor.
- 8.4 On the expiration of the 15 Business Days Period the Directors shall allocate the Offered Shares to or amongst the Purchasers so far as practicable as follows:
- 8.4.1 each allocation between the Purchasers shall in the case of competition be made pro rata to their Due Proportion (excluding always the Offered Shares) but shall not exceed the Maximum which a Purchaser shall have expressed a willingness to purchase, and
- 8.4.2 if the Transfer Notice shall state that the proposing transferor is not willing to transfer part only of the Offered Shares, no allocation will be made unless all the Offered Shares are allocated provided always that an allocation will always be made without discretion pursuant to a Transfer Notice being served pursuant to Article 11 (Compulsory Transfers).
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- 8.5 On the allocation being made, the Directors shall give details of the allocation in writing to the proposing transferor and each Purchaser and, on the fifth Business Day after such details are given, the Purchasers to whom the allocation has been made shall be bound to pay the purchase price for, and to accept a transfer of, the Offered Shares allocated to them respectively and the proposing transferor shall be bound, on payment of the purchase price, to transfer the Offered Shares to the respective Purchasers to whom the allocation has been made.
- 8.6 If the proposing transferor after becoming bound to transfer Offered Shares fails to do so, the Company may receive the purchase price and the Directors may appoint a person to execute instruments of transfer of the Offered Shares in favour of the Purchasers to whom the allocation has been made and shall cause the names of those Purchasers to be entered in the register of members of the Company as the holders of the Offered Shares and shall hold the purchase price in trust for the proposing transferor. The receipt of the Company shall be a good discharge to those Purchasers and, after their names have been entered in the register of members of the Company under this provision, the validity of the transactions shall not be questioned by any person.
- 8.7 If, following the expiry of the 15 Business Days Period referred to in Article 8.4, any of the Offered Shares have not been allocated under that Article, the proposing

transferor ("**Selling Shareholder**") may (subject to the provisions of Article 11) at any time within a period of 45 Business Days after the expiry of the 15 Business Days Period transfer the Offered Shares not allocated to any person and at any price (being not less than the Specified Price) provided that

8 7 1 if the Transfer Notice contained a provision that, unless all the Offered Shares are sold under this Article, none shall be sold, and the proposing transferor shall not be entitled to transfer any of the Offered Shares unless in aggregate all the Offered Shares are so transferred, and

8 7 2 the Directors may require to be satisfied that those unallocated Offered Shares are being transferred under a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance to the Purchaser and, if not so satisfied, may refuse to register the instrument of transfer (without prejudice, however, to the Directors' absolute discretion to refuse to approve or register any transfer of Shares in the circumstances described in Article 10)

8 8 Notwithstanding any other provision in these Articles, no sale or transfer of any interest in any Shares conferring a right to vote at general meetings of the Company which would result, if made and registered, in a person other than a Subscriber (or one or more persons as part of a single transaction or otherwise acting by agreement or understanding) or connected persons of that person (excluding always the Subscribers) obtaining a Controlling Interest in the Company shall be made or registered unless an offer is made to each of the Subscribers at the Approved Offer Price (defined and calculated as set out in Article 8 10 below) to acquire all of the Shares then held by the Subscribers respectively

8 9 A Subscriber may, at their sole discretion, elect to accept the offer referred to in Article 8 8, either in relation to all or some only of the Shares then held by them. If any part of the Approved Offer Price is to be paid except by cash then a Subscriber may, at their option, elect to take a price per Share of such cash sum as may be agreed by them and the proposed transferee having regard to the transaction as a whole.

8 10 In this Article 8 the "**Approved Offer Price**" means the greater of.

8 10 1 the Specified Price, and

8 10 2 the aggregate of

8 10 2 1 the consideration (in cash or otherwise) per Share equal to that offered or paid or payable by the proposed transferee or his or their nominees for the Shares being acquired, and

8 10 2 2 the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of such other Shares which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable, and

8 10.2 3 all arrears and accruals of the dividends on such Shares calculated down to the date of the sale or transfer

- 8 11 In the event of disagreement, the calculation of the Approved Offer Price shall be referred to an Expert whose decision shall be final and binding (save in the case of fraud or manifest error)

9. Deceased shareholder provisions

Subject always to Articles 11 6 to Article 11 12 (inclusive), Regulations 29, 30 and 31 of Table A shall apply in circumstances where a person becomes entitled to a Share in consequence of the death of a Shareholder

10. Registration of transfers

- 10 1 The Directors shall refuse to register a proposed transfer not made to a Permitted Transferee
- 10 2 The Directors may also refuse to register a transfer of a Share on which the Company has a lien
- 10 3 A person executing an instrument of transfer of a Share is deemed to remain the holder of the Share until the name of the transferee is entered in the register of members of the Company in respect of it
- 10 4 The Directors shall refuse to register an allottee or Permitted Transferee (unless he is already a party to the Subscription Agreement) until he has executed a Deed of Adherence under which he undertakes to adhere to and be bound by the provisions of the Subscription Agreement as if he were an original party to it and an original copy of that Deed of Adherence has been delivered to the Company
- 10 5 The first sentence of Regulation 24 of Table A shall not apply
- 10 6 For the purposes of ensuring that a transfer of Shares is duly authorised or that no circumstances have arisen whereby a Transfer Notice is required to be given the Directors may, at the Company's expense, request any Shareholder or past Shareholder or the personal representative or trustee in bankruptcy, administrative receiver or liquidator or administrator of any Shareholder or any person named as transferee in any instrument of transfer lodged for registration, to furnish to the Company such information and evidence as the Board may reasonably think fit regarding any matter which they may deem relevant to such purpose Failing such information or evidence being furnished to the reasonable satisfaction of the Board within ten Business Days after such request the Board shall be entitled to refuse to register the transfer in question or, if such information or evidence discloses that a Transfer Notice ought to have been given in respect of any Shares the Directors, may by notice in writing require that a Transfer Notice be given forthwith in respect of the Shares concerned
- 10 7 If in any case where under the provisions of these Articles
- 10 7 1 the Directors require a Transfer Notice to be given in respect of any Shares, or
- 10 7 2 a person has become bound to give a Transfer Notice in respect of any Shares,

and such a Transfer Notice is not duly given within a period of two weeks of demand being made or within the period allowed thereafter respectively a Transfer Notice shall be deemed to have been given at the expiration of the said period In any such case as aforesaid the provisions of this Article shall take effect

- 10 8 No share shall be issued or Share transferred to any bankrupt or person of unsound mind

11. Compulsory Transfers

- 11 1 If any Shareholder, who at the date of adoption of these Articles, or subsequently, is an Employee Shareholder, shall cease to be an Employee Shareholder in circumstances that he is a Bad Leaver then, save with Subscriber Consent, the Board shall, by no later than 12 months of the date of his ceasing to be an Employee Shareholder ("**Cessation Date**"), require that that Bad Leaver shall, in respect of all of his Shares, and each person holding any Bad Leaver's Shares shall, in respect of those Bad Leaver's Shares

11 1 1 be deemed to have authorised the Directors to transfer such Shares to such person(s) (being either employee(s) of the Company or person(s) who intend subsequently to transfer those Shares to employee(s) of the Company) as the Board with Subscriber Consent may nominate (in which case the price payable shall be the price determined in accordance with Article 11 2), and/or

11 1 2 be deemed to have served a Transfer Notice (and the provisions of Articles 8 2 to 8 7 shall apply to such Transfer Notice save as modified by the provisions of this Article 11 1 and Articles 11 3 to 11 5 (inclusive)) in respect of any remaining Shares (in which case the Specified Price for the remaining Shares shall be the price determined in accordance with Article 11 2)

and the Bad Leaver shall comply with such requirement and save with Subscriber Consent, any notice relating to the transfer of the Bad Leaver's Shares or any of them in force at the Cessation Date shall immediately be cancelled (unless all the Shares subject to it have already been sold) and no further notice shall be issued or be deemed to be issued in respect of the Bad Leaver's Shares except pursuant to this Article 11

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- 11 2 On a transfer under this Article the price per Share shall be the lower of the subscription price paid and the Fair Price
- 11 3 For the purpose of Article 11 2, Fair Price shall be calculated as at the Cessation Date. If, in any particular case, the Board with Subscriber Consent so decides, there shall be substituted for the price specified in Article 11 2 such higher price as the Board with Subscriber Consent may agree with the transferor(s)
- 11 4 Save with Subscriber Consent, all the Bad Leaver's Shares (and any Shares issued to that Bad Leaver after the Cessation Date whether by virtue of the exercise of any right or option granted or arising by virtue of the holding of the Bad Leaver's Shares or otherwise) shall cease to confer the right to be entitled to receive notice of or to attend or vote at any general meeting of the Company with effect from the Cessation Date (or, where appropriate, the date of issue of such Shares, if later) and such Shares shall not be counted in determining the total number of votes which may be cast at any such meeting or required for the purposes of a written resolution of any members or any consent under these Articles or otherwise. Such rights shall be restored immediately upon
- 11 4 1 the Company registering a transfer of the Bad Leaver's Shares pursuant to this Article 11, or

11 4 2 a Sale or Listing

11 5 Save with Subscriber Consent, any notice relating to the transfer of the Bad Leaver's Shares or any of them in force at the Cessation Date shall immediately be cancelled (unless all the Shares subject to it have already been sold) and no further notice shall be issued or be deemed to be issued in respect of the Bad Leaver's Shares except pursuant to this Article 11

11 6 If a Manager shall die then, save with Subscriber Consent, the Board may, by no later than 12 months of the date of the Manager's death ("**End Date**"), require that the deceased Manager's personal representatives shall, in respect of all of the Deceased Manager's Shares, and each person holding any Deceased Manager's Shares shall, in respect of those Deceased Manager's Shares

11 6 1 be deemed to have authorised the Directors to transfer such Shares to such person(s) as the Board with Subscriber Consent may nominate (in which case the price payable shall be the price determined in accordance with Article 11 7), and/or

11 6 2 be deemed to have served a Transfer Notice (and the provisions of Articles 8 2 to 8 7 shall apply to such Transfer Notice save as modified by the provisions of this Article 11 6 and Articles 11 7 to 11 10 (inclusive)) in respect of any remaining Shares (in which case the Specified Price for the remaining Shares shall be the price determined in accordance with Article 11 7),

and the deceased Manager's personal representatives shall comply with such requirement

11 7 On a transfer pursuant to Article 11 6 the price per Share shall be the Fair Price

11 8 For the purposes of Article 11 7, Fair Price shall be calculated as at the End Date. If, in any particular case, the Board with Subscriber Consent so decides, there shall be substituted for the price specified in Article 11 7 such higher price as the Board with Subscriber Consent may agree with the transferor(s)

11 9 Save with Subscriber Consent, all the Deceased Manager's Shares (and any Shares issued to the deceased Manager after the End Date whether by virtue of the exercise of any right or option granted or arising by virtue of the holding of the Deceased Manager's Shares or otherwise) shall cease to confer the right to be entitled to receive notice of or to attend or vote at any general meeting of the Company with effect from the End Date (or, where appropriate, the date of issue of such Shares, if later) and such Shares shall not be counted in determining the total number of votes which may be cast at any such meeting or required for the purposes of a written resolution of any Shareholders or any consent under these Articles or otherwise. Such rights shall be restored immediately upon

11 9 1 the Company registering a transfer of the Deceased Manager's Shares pursuant to this Article 11, or

11 9 2 a Sale or Listing

11 10 Save with Subscriber Consent, any notice relating to the transfer of the Deceased Manager's Shares or any of them in force at the End Date shall immediately be cancelled (unless all the Shares subject to it have already been sold) and no further

notice shall be issued or be deemed to be issued in respect of the Deceased Manager's Shares except pursuant to this Article 11

11 11 If any Shareholder shall be

11 11 1 in material breach of the Subscription Agreement, or

11 11 2 declared bankrupt or enters into an individual voluntary arrangement,

then that Shareholder ("**Compulsory Transferor**") shall be deemed to have served a Transfer Notice (and the provisions of Articles 8 2 to 8 7 shall apply to such Transfer Notice save as modified by the provisions of this Article 11 11 and Articles 11 2 and 11 13) in respect of all of his Shares (in which case the Specified Price for those Shares shall be the Fair Price)

11 12 For the purpose of Article 11 11, Fair Price shall be calculated as at the date of the material breach of the Subscription Agreement, the date of the bankruptcy order or the date of commencement of the individual voluntary arrangement (as the case may be) ("**Operative Date**")

11 13 Save with Special Consent, all the Compulsory Transferor's Shares (and any Shares issued to the Compulsory Transferor after the Operative Date whether by virtue of the exercise of any right or option granted or arising by virtue of the holding of the Compulsory Transferor's Shares or otherwise) shall cease to confer the right to be entitled to receive notice of or to attend or vote at any general meeting of the Company with effect from the Operative Date (or, where appropriate, the date of issue of such Shares, if later) and such Shares shall not be counted in determining the total number of votes which may be cast at any such meeting or required for the purposes of a written resolution of any members or any consent under these Articles or otherwise. Such rights shall be restored immediately upon the Company registering a transfer of the Compulsory Transferor's Shares pursuant to Articles 11 11 to 11 13

~~11 14 No Shares to which this Article 11 applies shall be transferred pursuant to Article 7 until the relevant Shareholder can no longer be bound to sell them under this Article 11~~

11 15 Any of the provisions of Article 11 may be waived at any time with Subscriber Consent

12. General meetings

12.1 Regulations 46 to 48 inclusive and Regulation 50 of Table A shall not apply

12 2 The quorum for general meetings shall be

12.2 1 each of the Subscribers, and

12 2 2 SL (for so long as she is a Shareholder),

and at all other times shall be two Shareholders provided always that if the Company has only one Shareholder, then that sole Shareholder shall constitute a quorum

12 3 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before, or on the declaration of the result of, the show of hands) demanded by the Chairman or by any Shareholder present in person, by duly authorised representative or by proxy. Unless a poll be so demanded

a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

- 12.4 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall not be entitled to a second or casting vote.

13. Votes of members

A proxy appointed by a member of the Company under Section 372 of the Act may vote on a show of hands as well as on a poll. Regulation 54 of Table A shall be amended accordingly.

14. Directors

- 14.1 The maximum number of Directors shall be two until such time as otherwise determined by Subscriber Consent. Regulation 64 of Table A shall not apply.

- 14.2 The Directors shall not be subject to retirement by rotation and Regulations 73 to 75 (inclusive) and the last sentence of Regulation 84 of Table A shall not apply and Regulations 76 to 79 (inclusive) of Table A shall be amended accordingly.

- 14.3 The quorum for a meeting of the Board shall be two Directors consisting of

14.3.1 (for so long as there is one or more Subscriber Directors), one Subscriber Director, and

14.3.2 any other Director,

provided always that if the Company has only one Director then that Director shall constitute a quorum and provided that if no quorum shall be present or ceases to be present at any meeting such meeting shall be adjourned for two weeks and shall be held at such time and at such place as the Directors may agree (or failing agreement, shall be held at 12.00 noon at the Company's registered office for the time being) and those Directors present at such adjourned meeting shall constitute a quorum provided always that not less than seven clear Business Days written notice of such adjourned meeting shall have been given to each Director at his last known address.

- 14.4 The chairperson of meetings of the Board shall be nominated by the Subscribers who shall serve notice on the Company of such choice. In the event that the chairperson is not available at a duly convened meeting of the Board, any other Director present shall be the chairperson for that meeting.

- 14.5 Any Director able to participate in the proceedings of a meeting by means of a communication device (including, without limitation, telephone, video conference and real time webcasting) which allows all the other Directors present at such meeting (whether in person or by proxy or by means of such type of communication device) to hear at all times such Director and such Director to hear at all times all other Directors present at such meeting (whether in person or by proxy or by means of such type of communication device) shall be deemed to be present at such meeting and shall be counted when reckoning a quorum.

- 14 6 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit provided that all meetings of the Directors shall be held within the United Kingdom. A Director may, and the secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Unless all of the Directors or their duly appointed alternates shall agree to the holding of a meeting by shorter notice, at least 10 (ten) Business Days' notice of every meeting of Directors shall be given either in writing or other means of electronic communication to each Director. Regulation 88 of Table A shall not apply.
- 14 7 A person may be appointed a Director notwithstanding that he shall have attained the age of 70 years and no Director shall be liable to vacate office by reason of his attaining that or any other age.
- 14 8 At any meeting of the Directors each Director (or his alternate Director) present at the meeting shall be entitled to one vote.
- 14 9 In the case of an equality of votes at any meeting of the Board the Chairman of such meeting shall not be entitled to a second or casting vote.
- 14 10 Subject to the provisions of Section 317 of the Act, a Director (including an alternate director) may contract with and participate in the profits of any contract or arrangement with the Company as if he were not a Director. A Director shall also be capable of voting in respect of such contract or arrangement, where he has previously disclosed his interest to the Company, or in respect of his appointment to any office or place of profit under the Company or of the arrangement the terms of it and may be counted in the quorum at any meeting at which any such matters is considered. Regulations 94 to 96 (inclusive) of Table A shall not apply.
- 14 11 In Regulation 79 of Table A there shall be inserted the words "shall then be eligible for re-election" in place of the words "shall not be taken into account in determining the directors who are to retire by rotation at the meeting."
- 14 12 A resolution in writing signed by all the Directors shall be as effective for all purposes ~~as a resolution passed at a meeting of the Directors duly convened and held, and~~ may consist of several documents in the like form, each signed by one or more of the Directors, but so that the expression "Director" in this paragraph shall not include an alternate director. Regulation 93 of Table A shall not apply.
- 14 13 The Directors may by resolution exercise all the powers of the Company to make provision (in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or any Subsidiary) for the benefit of persons employed or formerly employed by the Company or that Subsidiary.
- 14 14 A Director and an alternate director shall not be required to hold any Shares, but nevertheless shall be entitled to attend and speak at any general meeting of the Company.

15. Appointment and Removal of Directors

- 15 1 Provided always that a Subscriber holds 15% or more of the Shares, then that Subscriber shall be entitled to appoint 1 (one) person (including himself) as a Director of the Company (any such person appointed each being a "**Subscriber Director**") and to remove from office any person so appointed by that Subscriber and (if desired by that Subscriber) to appoint another person in place of that Subscriber Director so removed. The Subscribers acknowledge that if they want to appoint any person other than themselves as a Subscriber Director pursuant to this

article, SL's prior written approval of the identity of such proposed Subscriber Director shall be required (such approval not to be unreasonably withheld or delayed) for so long as SL is a registered holder of Shares, prior to such person being appointed a Subscriber Director

- 15 2 Provided always that a Manager holds at least 30% of the Shares, then that Manager shall each be entitled to be a Director of the Company
- 15 3 Regulation 78 of Table A shall not apply
- 15 4 Any appointment or removal of a Subscriber Director shall be by signed instrument in writing served on the Company on behalf of that Subscriber Director by the Subscriber that is appointing/removing him and shall take effect on and from the date on which such instrument is lodged or deposited at the registered office of the Company
- 15 5 Subject to Section 303 of the Act, on any resolution to remove any Subscriber Director other than in accordance with Article 15 1, upon election by the Subscriber in writing to the Company, the Shares held by the Subscriber may, at its option in writing together carry at least one vote in excess of 75% of the votes exercisable in respect of that resolution at the general meeting at which such resolution is to be proposed and if any such Subscriber Director is removed pursuant to Section 303 of the Act the Subscriber may reappoint him or any other person as the Subscriber Director
- 15 6 The Subscriber Director (and any alternate director appointed by him) shall be entitled to make such disclosure to the Subscriber that appointed him in relation to the business and affairs of the Company and its subsidiaries (if any) as he may in his absolute discretion determine but subject always to his fiduciary duty

16. Alternate Directors

- 16 1 Each Director shall have the power at any time to appoint as an alternate director ~~either another Director or any other person approved for that purpose by a resolution~~ of the Directors (such approval not to be unreasonably withheld), and, at any time, to terminate such appointment. Every appointment and removal of an alternate director shall be in writing signed by the appointor and (subject to any approval required) shall (unless all the Directors agree otherwise) only take effect upon receipt of such written appointment or removal at the registered office of the Company
- 16.2 An alternate director so appointed shall not be entitled as such to receive any remuneration from the Company 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, but shall otherwise be subject to the provisions of these Articles with respect to Directors. An alternate director shall during his appointment be an officer of the Company and shall not be deemed to be an agent of his appointor
- 16 3 An alternate director shall (subject to his giving to the Company an address at which notice may be served upon him) be entitled to receive notices of all meetings of the Board and to attend and to vote as a Director at any such meeting at which his appointor is not personally present and generally in the absence of his appointor to perform and exercise all functions, rights, powers and duties as a Director of his appointor and to receive notice of all general meetings. Regulation 66 of Table A shall not apply

16 4 The appointment of an alternate director shall automatically determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor shall cease for any reason to be a Director otherwise than by retiring and being re-appointed at the same meeting Regulation 67 of Table A shall not apply

16 5 A Director or any other person may act as alternate director to represent more than one Director and an alternate director shall be entitled at meetings of the Directors of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present The last sentence of each of Regulations 88 and 89 of Table A shall not apply

17. Borrowing powers

The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part of it, and to issue debentures, debenture stocks and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party

18. Disputes

Subject always to the terms of the Subscription Agreement, In the event of disagreement as to the calculation of the Specified Price, or as to whether any dividend shall be due under the provisions of these Articles to the holders of any class of share capital in the Company, or as to the amount of such dividend, any such disagreement shall be referred to an Expert (acting as expert and not as arbitrator) whose decision shall be final and binding and the costs of such expert shall be borne equally by the parties to the dispute or disagreement

19. Notices

19 1 Every Director of the Company and every alternate director shall, upon supplying the Company with an address for the giving of notices, be entitled to receive notices of general meetings, provided always that non-receipt of any such notice by any Director or alternate director shall not invalidate the proceedings at the meeting convened by such notice

19 2 A notice may be given

19 2 1 by the Company to any Shareholder or Director either personally or by sending it by first class post (airmail if abroad) or Royal Mail Special Delivery post or other means of electronic communications to him or to his registered address or to the address supplied by him to the Company for the giving of notice to him, or

19 2 2 to the Company for the purpose of these Articles by like method at its registered office for the time being

In this Article, "address", in relation to electronic communications includes any number or address used for the purposes of such communication

19.3 Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, preparing and posting a letter containing the notice, and to have been effected at the expiration of 48 hours after the letter containing the same is posted A notice contained in an electronic communication shall be deemed to be effected

19 3 1 if transmitted between the hours of 9 00am and 5 00pm on a Business Day, at the time of transmission, or

19 3 2 if transmitted at any other time, at 9 00am on the next Business Day following transmission

20. Indemnity

20 1 Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation to it, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Sections 144 and 727 of the Act, in which relief is granted to him by the Court, and 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 execution of the duties of his office or in relation to it This Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act Regulation 118 of Table A shall not apply

20 2 Without prejudice to the provisions of Article 20 1 the Directors shall have power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers or employees or auditors of the Company, or of any other company which is its holding company or in which the Company or such holding company or any of the predecessors of the Company has any interest whether direct or indirect or which is in any way allied to or associated with the Company, or of any subsidiary undertaking of the Company or of any such other company, or who are or were at any time trustees of any pension fund in which employees of the Company or of any such other company or subsidiary undertaking are interested, 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 in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any such other company, subsidiary undertaking or pension fund