

Company No. 01030919

FRIDAY



THE COMPANIES ACTS 1985 TO 2006
PRIVATE COMPANY LIMITED BY SHARES
MUNRO & FORSTER COMMUNICATIONS LIMITED
WRITTEN RESOLUTIONS

CIRCULATION DATE 15 September, 2008 (the "Circulation Date")

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

ORDINARY RESOLUTIONS

- 1 **THAT** each of the 200 issued and unissued Ordinary shares of £1 00 each in the capital of the Company be sub-divided into 200,000 Ordinary shares of 0.1p each
- 2 **THAT** each of the 200,000 issued and unissued Ordinary shares of 0 1p each in the capital of the Company (as sub-divided pursuant to resolution 1 above) be re-designated as A Ordinary shares of 0 1p each having the rights and being subject to the restrictions set out in the Company's articles of association, as adopted pursuant to resolution 4 below
3. **THAT** the authorised share capital of the Company be increased by £200 from £200 to £400 by the creation of 200,000 B Ordinary shares of 0.1p each in the capital of the Company having such rights and being subject to the restrictions set out in the Company's articles of association as adopted pursuant to resolution 4 below


SPECIAL RESOLUTION


4. **THAT** new articles of association of the Company in the form of the printed document annexed to this resolution be adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company

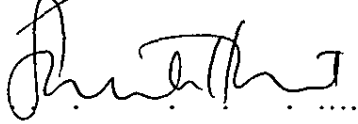
AGREEMENT TO THE RESOLUTIONS

Please read the notes below before signifying your agreement to the Resolutions

The undersigned, being all those members of the Company entitled to vote on the above resolutions on the Circulation Date, hereby agree to the Resolutions.

Signed  Date 15-9-08
Brian Gunson

Signed  Date 15 September 2008
Julie Flexen

Signed  Date 15 September 2008
Sarah Hart

NOTES

1 If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods.

- **By Hand** delivering the signed copy to the Company care of Lewis Silkin LLP, 5 Chancery Lane, Clifford's Inn, London EC4A 1BL
- **Post** returning the signed copy by post to the Company care of Lewis Silkin LLP, 5 Chancery Lane, Clifford's Inn, London EC4A 1BL

If you do not agree to the Resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply

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

3. Unless, within 28 days of the circulation date above, sufficient agreement has been received for the Resolutions to be passed, they shall lapse. If you agree to the Resolutions, please ensure that your agreement reaches Lewis Silkin LLP within this period

Company number: 01030919

THE COMPANIES ACTS 1985 TO 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
MUNRO & FORSTER COMMUNICATIONS LIMITED
(adopted by special resolution passed on 15th September 2008)

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Company number. 01030919

THE COMPANIES ACTS 1985 TO 2006
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

MUNRO & FORSTER COMMUNICATIONS LIMITED

(adopted by special resolution passed on 15th September 2008)

1 PRELIMINARY

1 1 The regulations contained in Table A, applicable to a private company limited by shares, in the Companies (Tables A to F) Regulations 1985 in force at the date of adoption of these Articles ("**Table A**") shall apply to the Company except where they are modified or excluded by, or are inconsistent with, these Articles

1 2 In these Articles, unless the context otherwise requires, the following words and expressions have the following meanings

the "**06 Act**"
the Companies Act 2006,

the "**85 Act**"
the Companies Act 1985,

the "**Acts**"
the 85 Act including any statutory modification or re-enactment of it for the time being in force and any provisions, or statutory modification of those provisions, of the 06 Act for the time being in force,

"**address**"
in relation to electronic communications, includes any number or address used for the purposes of such communications,

"**Articles**"
these articles of association of the Company incorporating Table A, as amended from time to time and "**Article**" means one of these Articles,

"**A Shareholder**"
a holder of one or more A Ordinary Shares,

"**B Shareholder**"
a holder of one or more B Ordinary Shares,

"**Company**"
Munro & Forster Communications Limited, incorporated in England (company number 01030919).

"EMI Plan"

means the Enterprise Management Incentive Plan to be adopted by the Company;

"including"

including, without limitation, and **"include"** shall be construed accordingly,

"Prospective A Shareholder"

means a person who holds an option to acquire A Ordinary Shares pursuant to the EMI Plan,

"Prospective B Shareholder"

means a person who holds an option to acquire B Ordinary Shares pursuant to the EMI Plan,

"Regulation"

shall be construed as a reference to the regulation of that number contained in Table A,

"Relevant Sale"

means the unconditional completion of a direct or indirect sale of all of the entire issued share capital of the Company to a single purchaser or to one or more purchasers as part of a single transaction, or

"Relevant Sale Value"

means the total consideration (including any deferred consideration and any other payment or benefit (whether in cash or otherwise) which, having regard to the substance of the transaction as a whole, can reasonably be regarded as consideration) payable by the third party purchaser for the issued or to be issued shares,

1 3 In these Articles, unless the context requires otherwise

- (a) **"writing"** or **"written"** shall include any methods of representing or reproducing words in a legible and non-transitory form, including by way of electronic communications,
- (b) words importing the singular number shall include the plural and vice versa, words denoting any gender shall include a reference to each other gender and words denoting persons shall include bodies corporate or unincorporated,
- (c) any reference to any enactment shall be construed as a reference to it as consolidated, amended, modified or re-enacted from time to time,
- (d) words or expressions shall bear the same meaning as in the Acts and Table A but excluding any statutory modification of them not in force at the date of adoption of these Articles, and
- (e) the headings are inserted for convenience only and shall not affect the construction of these Articles

2 SHARE CAPITAL

2 1 The authorised share capital of the Company at the date of the adoption of these Articles is £400 divided into 200,000 A Ordinary Shares of 0 1p each (**"A Ordinary Shares"**) and 200,000 B Ordinary Shares of 0 1p each (**"B Ordinary Shares"**) (together **"shares"**)

2 2 The shares shall rank *pari passu* in all respects save as otherwise set out in these Articles

3 VARIATION OF RIGHTS

- 3 1. Whenever the capital of the Company is divided into different classes of shares, the rights attached to any class of shares may be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up but only if
- (a) the holders of at least 75 per cent of the entire issued share capital of the Company carrying a right to vote consent in writing, and
 - (b) the holders of shares of that class consent in accordance with either of the following
 - (i) consent in writing from the holders of at least 75 per cent of the issued shares of that class, or
 - (ii) a special resolution passed at a separate general meeting of the holders of that class sanctioning the variation or abrogation. To every such separate meeting all the provisions of these Articles relating to general meetings of the Company or to the proceedings at them shall apply, with necessary modifications, except that the necessary quorum, other than for an adjourned meeting, shall be two persons together holding or representing by proxy, or being the duly authorised representative of a corporation which is a member holding, at least one third in nominal value of the issued shares of that class or if all the shares of the class are registered in the name of a single member and at an adjourned meeting, the quorum shall be one person being the member or his proxy or a duly authorised representative of the member if a corporation and the holders of shares of that class shall on a poll have one vote in respect of every share of that class held by them respectively
- 3 2 In Regulation 2 the words "ordinary resolution" shall be deemed to be replaced by the words "special resolution"

4 SALE

- 4 1 In the event of a Relevant Sale (and for determining a price per share for the purposes of clause 11 1)
- (a) the A Shareholders as a class shall be entitled to receive payment of all Relevant Sale Value up to £3,500,000 in priority to any payment of Relevant Sale Value to any of the B Shareholders or Prospective B Shareholders (the "**Priority Payment**") Each A Shareholder shall be entitled to receive the proportion of the Priority Payment as equals the proportion which his A Ordinary Shares bears to all A Ordinary Shares for the time being in issue,
 - (b) after the Priority Payment shall have been made in full to the A Shareholders each of the holders of shares (both A Shareholders and B Shareholders) shall be entitled to receive in respect of those shares that proportion of the Relevant Sale Value in excess of the Priority Payment as equals the proportion which his holding of shares bears to all shares for the time being in issue
- 4 2 Any amount received by a member, a Prospective A Shareholder or Prospective B Shareholder otherwise than in accordance with Articles 4 1(a) and 4 1(b) shall be held on

trust by that member for the other members in accordance with their respective entitlements

5 VOTING

5 1 The voting rights attached to each class of shares be as set out in this sub-Article

- (a) On a show of hands, every member holding one or more A Ordinary Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote,
- (b) On a poll, every member holding one or more A Ordinary Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote for each A Ordinary Share of which he is the holder, and
- (c) Members holding B Ordinary Shares will not be entitled to attend or vote at any general meeting or to sign any resolution of the members of the Company passed by way of written resolution

6 DIVIDENDS

The profits of the Company available for distribution may be used to pay dividends to the members holding A Ordinary Shares only and the members holding B Ordinary Shares shall have no right to dividends Subject to the provisions of this Article, the declaration of dividends shall be entirely at the discretion of the Director(s)

7 ALLOTMENT OF SHARES

7 1 Subject to the provisions of section 80 of the 85 Act, the directors are authorised to exercise the power of the Company to allot from time to time all or any of the shares of the Company which have not for the time being been allotted at such time or times and on such conditions as they shall in their absolute discretion think fit, provided that

- (a) this authority shall expire the day before the date which is five years from the date of adoption of these Articles,
- (b) the aggregate number of shares which the directors may allot pursuant to this authority shall not exceed the number of unissued shares in the authorised share capital of the Company at the date of adoption of these Articles,
- (c) the provisions of section 89(1) 90(1) to (5) or 90(6) of the 85 Act shall not apply to the Company,
- (d) unless otherwise agreed in writing by all the members for the time being of the Company entitled to attend and vote at general meetings, all unissued shares (whether forming part of the original or any increased capital) shall before issue be offered on identical terms to such members in proportion as nearly as circumstances admit (fractions being disregarded) to the number of the existing issued shares of whatever class of which they are the holders,
- (e) any such offer shall be made by notice specifying the number and class of shares and the price at which the same are offered and limiting the time (being not less than 28 days unless the member or members to whom the offer is to be made

have otherwise agreed) within which the offer is to be accepted Any offer which is not so accepted shall be deemed to be declined, and

- (f) after the expiry of the time within which the offer may be accepted (if the offer is not accepted) or on receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered the Company may dispose of those shares in such manner as the directors think most beneficial to the Company The Company may likewise so dispose of any shares which (by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares) cannot in the opinion of the directors be conveniently offered under these Articles

7 2 Subject to the provisions of these Articles, all unissued shares shall be at the disposal of the directors and they may allot, grant options over or otherwise deal with or dispose of the same to such persons and generally upon such terms as they think fit but so that no shares shall be issued at a discount

8 REDEMPTION OR PURCHASE OF SHARES

- 8 1 Subject to the provisions of Chapter VII of Part V of the 85 Act the Company may
- (a) issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the member,
 - (b) purchase its own shares (including any redeemable shares), and
 - (c) make a payment in respect of the redemption or purchase, under sections 159 and 160 or (as the case may be) section 162 of the 85 Act and the relevant power contained in Article (a) or (b), 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 sections 170 to 172 of the 85 Act

9 LIEN

- 9 1 Without prejudice to the lien conferred by Regulation 8, the Company shall have a first and paramount lien on all shares for all monies presently payable by a member or his estate to the Company The lien conferred above and by Regulation 8 shall attach to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder of those shares or one of two or more joint holders

10 CALLS

- 10 1 The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of Regulation 18 of the words "and all expenses that may have been incurred by the company by reason of such non-payment "

11 TRANSFERS OF SHARES

- 11 1 Notwithstanding any of the other provisions of these Articles no member (or trustee in bankruptcy, receiver, administrator, administrative receiver or liquidator of a member) shall mortgage, charge, sell, transfer or otherwise dispose of any shares without observing the restrictions imposed by Article 11 2

- 11 2 Subject to the provisions of Articles 11 1, 11 17, 11 20 and 11 21, and except as provided in Articles 12 Compulsory Transfers (leavers) and 13 Tag-along and Drag-along Rights (Transfer of Control), any member or the trustee in bankruptcy, receiver, administrator, administrative receiver or liquidator of a member ("**Proposing Transferor**") desiring to mortgage, charge, sell, transfer or otherwise dispose of any shares which he holds, shall give notice in writing ("**Transfer Notice**") to the Company at its registered office specifying the number and class of shares proposed to be transferred by him ("**Sale Shares**"), the price ("**Offer Price**"), if any at which the Sale Shares are offered by him and the third party ("**Third Party**") if any to whom he proposes to transfer the Sale Shares if they are not purchased by a member pursuant to the following provisions of this Article. A Transfer Notice shall only be revocable with the consent of the directors.
- 11 3 The Transfer Notice shall constitute the directors the agents of the Proposing Transferor for the sale of the Sale Shares on the terms of this Article 11 (Transfers of Shares). The directors shall, within seven days of the Transfer Notice being given to the Company, invite the other members within 28 days to apply irrevocably for such number of Sale Shares as each member sees fit. Upon receipt of such applications the Company shall allocate (and shall continue to allocate) the Sale Shares to the members who have applied for Sale Shares in proportion as nearly as may be (disregarding fractions) to the nominal amount of their holdings of shares but provided that no member shall be required to purchase more than the number of Sale Shares for which he has applied.
- 11 4 The offer made pursuant to Article 11 3 (the "**Offer**") shall
- (a) state the number and class of Sale Shares offered to each offeree (a "**Proposing Transferee**") and the Offer Price per Sale Share (if any),
 - (b) identify the Third Party (if any),
 - (c) invite the Proposing Transferee to specify in his reply the number of Sale Shares (if any) in excess of his portion which he would be willing to purchase, and
 - (d) state that, if the Offer is not accepted in writing by the Proposing Transferee in respect of some or all of the Sale Shares offered to him within 28 days, it will be deemed to be declined unless the provisions of Article 11 6 apply.
- 11 5 If any Proposing Transferee notifies the Company that he is willing to accept the Offer at the Offer Price the sale and transfer of the Sale Shares to him shall be completed in accordance with Article 11 4 unless a certificate of Fair Price is requested under Article 11 6.
- 11 6 A Proposing Transferee may, not later than seven days after the date of the Offer, serve on the Company a notice stating his willingness in principle to purchase some or all of the Sale Shares offered to him but requesting that the Fair Price of the Sale Shares be ascertained. On receipt of such notice, or a Transfer Notice which does not specify an Offer Price, whichever is the earlier, the Company shall as soon as is practicable inform the Proposing Transferor and Proposing Transferee that a certificate of Fair Price is being obtained and appoint the auditors for the time being of the Company (the "**Auditors**") or, if they decline to act or are otherwise unable to act, such other firm of accountants (the "**Alternative Valuers**") who, in default of agreement between the Proposing Transferor and the Proposing Transferee within 14 days of the auditors declining to act (or being unable to act), shall be nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales on the application of either the

Proposing Transferor or the Proposing Transferee or the Company to certify the Fair Price of the Sale Shares (the Auditors or the appointed Alternative Valuers (as the case may be) hereinafter referred to as the “**Accountants**”) The Accountants shall be deemed to be acting as experts and not as arbitrators

- 11 7 The Fair Price shall be determined by the Accountants on the basis of the fair value of the Company taking into account the following
- (a) the valuation shall be at the date of service of the relevant Transfer Notice,
 - (b) the valuation shall not have regard to the proportion that the Sale Shares bear to the issued share capital of the Company (i.e. having no regard to whether the Sale Shares constitute a minority or a majority of the shares),
 - (c) the valuation shall take into account the benefit of all the assets and liabilities of the Company (including the value to the Company of any subsidiary undertaking),
 - (d) intangible assets (including, without limitation, the goodwill of any business operated by the Company or any subsidiary) and ownership of any name or names shall be taken into account,
 - (e) contingencies (including contingent or deferred tax liabilities) and provisions shall not be greater or lower than a reasonable estimate of the liability for which such contingency or provision is made, in accordance with the normal accounting provisions of the Company
- 11 8 The Accountants shall issue a certificate of their opinion of the Fair Price in writing to the Company (an “**Accountants’ Certificate**”) as soon as reasonably practicable. The fees and expenses of the Accountants shall be paid by such persons as the Accountants state in their opinion to be just and reasonable in all the circumstances save that if no Offer Price was specified in the Transfer Notice such fees and expenses shall be paid in equal shares by the Proposing Transferor and (severally) the Proposing Transferee. If the Accountants’ Certificate is issued by the Alternative Valuers, the decision of the Alternative Valuers as to the Fair Price shall be final and binding.
- 11 9 On receipt of the Accountants’ Certificate the Company shall as soon as is reasonably practicable notify the Proposing Transferor and Proposing Transferee of the Fair Price as certified and the sale price now applicable to all the Sale Shares (the “**Sale Price**”), being the lower of the Fair Price and the Offer Price if an Offer Price was specified and otherwise the Fair Price (the “**First Fair Price Notice**”). Thereupon
- (a) the Proposing Transferor may at any time within 14 days (and provided that, if the Accountants’ Certificate was issued by the Auditors and not the Alternative Valuers, notice pursuant to Article (c) has not been given) following the date of the First Fair Price Notice notify the Company that he does not wish to proceed with the disposal of the Sale Shares. The Transfer Notice shall thereupon be deemed to be withdrawn in respect of all the Sale Shares and the Company shall within seven days notify the Proposing Transferee accordingly,
 - (b) a Proposing Transferee may at any time within 14 days (and provided that, if the Accountants’ Certificate was issued by the Auditors and not the Alternative Valuers, notice pursuant to Article (c) has not been given) from the date of the First Fair Price Notice notify the Proposing Transferor and the Company that he is willing (or unwilling) to purchase some or all of the Sale Shares at the Fair

Price and if at the expiry of the said 14 day period the Transfer Notice has not been withdrawn under Article (a) and, if the Accountants' Certificate was issued by the Auditors and not the Alternative Valuers, no notice has been given under Article (c), the Proposing Transferee shall be deemed to have accepted the Offer at the Sale Price and the sale and transfer of the relevant Sale Shares shall be completed in accordance with Article 11 14,

- (c) if the Accountants' Certificate was issued by the Auditors and not the Alternative Valuers, either the Proposing Transferor or any Proposing Transferee may at any time within 14 days from the date of the First Fair Price Notice give notice to the Company requesting that the Fair Price be determined by an independent expert
- 11 10 On receipt by the Company of a notice containing a request under Article 11 9(c) or if the Accountants have not issued an Accountants' Certificate within 30 days of their appointment, the directors shall as soon as practicable notify the Proposing Transferor and the Proposing Transferee accordingly and submit the determination of the Fair Price to an independent expert (the "**Independent Expert**") who, in default of agreement between the Proposing Transferor and the Proposing Transferee within 14 days of such notification to them, shall be nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales on the application of either the Proposing Transferor or the Proposing Transferee or the Company. The Independent Expert shall be deemed to be acting as an expert and not as an arbitrator. The provisions of Article 11 7 shall apply mutatis mutandis to the determination of the Fair Price by the Independent Expert
- 11 11 The Independent Expert shall be asked to notify the Company of the Fair Price as determined by him as soon as reasonably practicable. Following receipt of such notification, the Company shall forthwith issue a second Fair Price notice containing information corresponding to the content of the First Fair Price Notice and the Proposing Transferor and the Proposing Transferee shall then have the same rights of withdrawal or acceptance at the new Sale Price as they had under Articles 11 9(a) and 11 9(b) except that the decision of the Independent Expert as to the Fair Price shall be final and binding
- 11 12 The fees and expenses of the Independent Expert shall be borne as directed by him in his sole discretion, having regard to the identity of the person requesting his appointment, the differences (if any) between the Offer Price, the Fair Price as certified by the Accountants and the Fair Price determined by him and any other factors which seem relevant to him
- 11 13 If, at any stage in the procedures specified above in this Article 11 (Transfers of Shares), a Proposing Transferee declines the Offer in respect of all or any of the Sale Shares offered to him, the following provisions shall apply
- (a) the directors shall offer the unaccepted Sale Shares to any other holders of shares of the same class who have taken up their portion in full. In the event of competition such shares shall be allocated in proportion (as nearly as may be disregarding fractions) to their existing holdings of shares of that class,
 - (b) any Sale Shares still remaining may then be purchased by the Company (subject always to the Act) at any time within the period of 42 days from the directors' offer of the same to it, which offer shall be made as soon as reasonably practicable following the exhaustion of the above procedures,

- (c) Sale Shares shall be offered in each case at the Offer Price or Sale Price currently applicable to them and any member (or the Company as the case may be) accepting such an offer shall then be deemed to be a Proposing Transferee,
- (d) the directors shall allocate Sale Shares which would otherwise have been divided into fractions among the relevant class or classes of members by drawing lots

The directors and members shall implement the procedures referred to above in this Article 11 13 with all reasonable speed and all offers shall be deemed to have been declined if not accepted in writing within seven days from the date of the relevant offer

- 11 14 The Proposing Transferor shall be bound to transfer the Sale Shares to the Proposing Transferee upon payment by the Proposing Transferee to the Proposing Transferor of the Offer Price or the Sale Price (as the case may be), which payment shall be made within 14 days of the Proposing Transferee's acceptance of the Offer Price under Article 11 5 or the Offer at the Sale Price being deemed to have been accepted by him pursuant to Article 11 9(b) or 11 11 (as the case may be)
- 11 15 If, in any case, the Proposing Transferor (after having become bound as aforesaid) makes default in transferring any Sale Shares, the Company may receive the purchase money (which shall be paid into a separate bank account) and the directors shall, within a reasonable period, nominate some person to execute an instrument or instruments of transfer of the relevant Sale Shares, in the name and on behalf of the Proposing Transferor. Thereafter, when such instrument or instruments have been duly stamped, the directors shall cause the name of the Proposing Transferee to be entered in the Register of Members as the holder or holders. The receipt of the directors for the purchase money shall be a good discharge to the Proposing Transferee. After his or their names have been entered in the Register of Members in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person
- 11 16 If the directors shall not find a member or members willing to purchase all the Sale Shares under the foregoing provisions and the Company shall not exercise its right pursuant to Article 11 13(b), the Proposing Transferor shall, at any time within 42 days after exhaustion of the procedures referred to above, be at liberty to sell and transfer all (but not some part only of) the Sale Shares, or so many of them as the Company shall not have found a purchaser or purchasers for as aforesaid, to the Third Party named in the Transfer Notice for a cash price payable prior to transfer and being not less than the lower of the Offer Price (if any) or Fair Price (if any) determined in accordance with the foregoing provisions, which cash price shall be made known, forthwith on such sale or transfer occurring, by the Proposing Transferor to the Proposing Transferee, in writing
- 11 17 Articles 11 1 to 11 16 shall not apply
 - (a) to a transfer of shares by any member to any relative being the spouse, or child or to trustees of a discretionary trust for such member and/or for relatives of the aforementioned degrees of such member,
 - (b) to a transfer of shares by the personal representatives of a deceased member to a member to whom the same may have been specifically bequeathed or to a person related to the deceased member in one of the ways referred to in Article (a),
 - (c) to a transfer of shares for the purpose only of effecting the appointment of a new trustee,

- (d) in the case of a member being an individual, to a transfer to a company of which that member holds or (where two or more members transfer the shares to one company) those members jointly and/or severally in aggregate hold, a majority of the voting or other equity capital of such company provided that if such member or members ceases or cease to hold a majority of the voting or other equity capital of the company to which such transfer was made, such company shall transfer the shares of the Company back to such member or members within 28 days of so ceasing, failing which the Company shall be deemed to have served a Transfer Notice in respect of the relevant shares,
 - (e) in the case of a member being a holding company, to a transfer to its subsidiary or by a member being a subsidiary to its holding company or any other subsidiary of that company Provided that, if any such holding company or subsidiary shall, at any time while a member, cease to be such holding company or such a subsidiary, the provisions of this Article shall apply and a Transfer Notice shall be deemed to have been served as aforesaid at such date as the Company may determine at any time after becoming aware of the position
- 11 18 The members may, if they all think fit, agree in writing to waive the provisions contained in Articles 11 1 to 11 16 in any particular case
- 11 19 Except as aforesaid the instrument of transfer of a share shall be signed by or on behalf of the transferor (and in the case of a transfer of a partly paid share also by the transferee) and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof Regulation 23 shall be deemed to be modified accordingly
- 11 20 The directors shall refuse to register any proposed transfer of a share other than a transfer made pursuant to or permitted by these Articles and may decline to register the transfer of a share on which the company has a lien
- 11 21 Regulations 24, 26, 29, 30 and 31 shall not apply
- 11 22 No interest in any share or shares shall be disposed of or created by any means without a transfer of an equivalent number of shares being presented for registration save in circumstances where a transfer of the share or shares concerned would be permitted under the provisions of these Articles
- 12 COMPULSORY TRANSFERS (LEAVERS)**
- 12 1 The provisions of this Article 12 shall not apply in relation to shares held by Brian Gunson
- 12 2 If an employee or director of the Company or any of its subsidiaries ceases for whatever reasons to be such an employee or director without remaining or becoming an employee of the Company or any other subsidiary (as the case may be) (the "**Leaving Shareholder**"), such employee or director (and any Related Person as defined in Article 12 7) shall be deemed to have given a Transfer Notice at the date of such cessation in respect of all the shares then registered in his or their names In any such case as aforesaid the provisions of Article 11 (Transfers of Shares) shall take effect save that the Sale Price shall be as set out in Article 12 4 and that the deemed Transfer Notice shall not be revocable in any circumstances

- 12 3 If at any time any person (whether or not a member) ceases for whatever reason to be a director or employee of the Company or any of its subsidiaries ("**Former Employee**") and at any time thereafter he or a Related Person becomes the holder of any shares in the Company by virtue of any rights or interests acquired by him whilst he was such director or employee, he shall thereupon be bound to give a Transfer Notice in respect of all such shares in accordance with Article 12 2
- 12 4 The Sale Price for the shares of a Leaving Shareholder and Former Employee and any Related Person of either shall be
- (a) if the Leaving Shareholder or Former Employee has ceased to be an employee for any one of the reasons set out in Article 12 5, or if the directors in their absolute discretion so determine, the price shall be the Fair Price,
 - (b) if the Leaving Shareholder or Former Employee has ceased to be an employee for any reason other than one set out in Article 12 5 (and the directors in their absolute discretion shall not have determined, pursuant to Article (a) that the price shall be the Fair Price) the price shall be the lower of cost of acquisition of the shares by the Leaving Shareholder or Former Employee and Fair Price
- 12 5 The reasons referred to in Article 12 4(a) are
- (a) his retirement on reaching retirement age in accordance with his terms of employment,
 - (b) his death,
 - (c) his ill health or permanent disability,
 - (d) his dismissal where such dismissal is found by a tribunal or court of competent jurisdiction to have been unfair or wrongful,
 - (e) because he is employed by a subsidiary or business of the Company which is sold or otherwise disposed of,
- PROVIDED THAT if the Leaving Shareholder or Former Employee resigned (other than as a result of retirement, ill-health or permanent disability), that shall not constitute a reason within this Article 12 5
- 12 6 In determining the Fair Price of the shares to be offered pursuant to Article 12 2 or 12 3, the Company may propose to the Leaving Shareholder or Former Employee a price which if accepted by the Leaving Shareholder or Former Employee shall be deemed to be the Fair Price. In the absence of agreement, Fair Price shall be determined in accordance with Article 11 7 but on the basis that the Accountants (whether the Auditors or the Alternative Valuers) shall be acting as experts and not arbitrators and that their decision shall be final and binding
- 12 7 In this Article 12 Compulsory Transfers (leavers)) "**Related Person**" is any person who has derived title to any shares from the Leaving Shareholder or Former Employee pursuant to Article 11 7
- 13 TAG-ALONG AND DRAG-ALONG RIGHTS (TRANSFER OF CONTROL)**
- 13 1 Notwithstanding any other provision of these Articles, no sale or transfer of the legal or beneficial interest in any shares may be made or validly registered if, as a result of such sale or transfer or the registration thereof a Controlling Interest (as defined below) would

be obtained in the Company by a person or persons who was or were not a member or members of the Company as at the date of adoption of these Articles unless (i) such sale is at arm's length and (ii) the proposed transferee or his nominee (the "Offeror") makes an offer (the "Offer") to all A Shareholders and Prospective A Shareholders and all B Shareholders and Prospective B Shareholders to purchase all the issued A Ordinary Shares and all the issued B Ordinary Shares and all the B Ordinary Shares required to be issued pursuant to any options granted under the EMI Plan upon the Offer become unconditional at a price per share determined in accordance with Article 4.1. The Offer shall be on the following terms

- (a) the Offer must be conditional only upon the Offeror having received acceptances in respect of the shares which, together with the shares held by the Offeror (if any), will result in the Offeror holding more than 50 per cent, by nominal value of the issued shares,
 - (b) the Offer must be open for acceptances for a period of not less than 28 days and not more than 60 days and must be on the same terms and conditions for each member
- 13.2 Notwithstanding any other provisions of these Articles, if the Offer becomes unconditional in all respects, A Ordinary Shares and B Ordinary Shares may be transferred to the Offeror PROVIDED THAT the Offeror completes at the same time the purchase of all the shares in respect of which the Offer is accepted
- 13.3 If the Offeror receives (within the period during which the Offer remains open) acceptances of Offers which will (ignoring the pre-emption rights, if any, held by other members) result in the Offeror owning more than 50 per cent of the issued shares then such Offeror shall extend such Offer on the terms set out in Article 13.4
- 13.4 The terms of the extension are that the Offeror shall give written notice to those members and Prospective A Shareholders and Prospective B Shareholders who have not accepted the Offer applicable to them requiring them so to do. Upon the giving of such notice each non-accepting member, Prospective A Shareholder and Prospective B Shareholder shall
- (a) be deemed to have accepted the same in respect of all shares held or to be held by him in accordance with the terms of the Offer applicable to him and to have irrevocably waived any pre-emption rights he may have in relation to the transfer of any of such shares, and
 - (b) become obliged to deliver up to the Offeror an executed transfer of such shares and the certificate(s) in respect of the same together with an executed waiver of all such pre-emption rights (if appropriate)
- 13.5 If any such non-accepting member, Prospective A Shareholder or Prospective B Shareholder as is referred to in Article 13.4 shall not, within 14 days of becoming required to do so, execute transfers in respect of the shares held or to be held by such member, Prospective A Shareholder or Prospective B Shareholder and pre-emption waivers as appropriate, then any one of the directors shall be deemed appointed as such member's, Prospective A Shareholder's or Prospective B Shareholder's attorney for the purpose of executing the necessary transfer(s) on his behalf and, against receipt by the Company (on trust for such member) of the purchase moneys payable for the relevant shares, deliver such transfer(s) and pre-emption waivers to the Offeror and register the

Offeror as the holder of such member's shares, and after the Offeror has been registered as the holder of such shares the validity of such proceedings shall not be questioned by any person

- 13 6 For the purposes of this Article, "**Controlling Interest**" means an interest (as defined by the Act) in shares conferring in the aggregate more than 50 per cent of the total voting rights conferred by all the issued shares

14 NOTICES OF MEETINGS

- 14 1 Every notice calling a general meeting shall comply with the provisions of section 325 of the 06 Act giving information to members in regard to their right to appoint proxies
- 14 2 In Regulation 32 the words "ordinary resolution" shall be deemed to be replaced by the words "special resolution"
- 14 3 All business at any general meeting of the Company shall be deemed to be special business and shall be notified in the notice convening the meeting

15 PROCEEDINGS AT GENERAL MEETINGS

- 15 1 No business shall be transacted at any general meeting (whether or not it shall be adjourned) unless a quorum of members is present at the time the meeting proceeds to business. Save where the Company has a single member, the quorum shall be two 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. Regulation 40 shall not apply,
- 15 2 A poll may be demanded by any member present in person or by proxy and Regulation 46 shall be modified accordingly

16 NUMBER OF DIRECTORS

- 16 1 Unless and until otherwise determined by a special resolution of the Company the number of the directors shall be not less than one but shall not be subject to a maximum. Regulation 64 shall not apply.
- 16 2 If at any time and from time to time there shall be only one director of the Company, such director may act alone in exercising all the powers and authorities vested in the directors

17 ALTERNATE DIRECTORS

Any director (other than an alternate director) may (subject (if applicable) to his first obtaining the consent of the holders of not less than 75 per cent of the shares of the class of shares by the holders of which such director was appointed) appoint another director or any other person to be an alternate director and may remove from office an alternate director so appointed by him. Regulation 65 shall not apply

18 POWERS OF DIRECTORS

The directors may exercise all the powers of the company to borrow and raise money and to mortgage and charge its undertaking, property and uncalled capital or any part

thereof and subject to section 80 of the 85 Act to issue debentures debenture stock and other securities whether outright or as security for any debt liability or obligation of the Company or of any third party

19 DELEGATION OF DIRECTORS' POWERS

The directors shall have power to appoint a committee for such period and for such purposes and on such terms as they decide Subject thereto a committee may meet and adjourn as it thinks proper Regulation 72 shall be modified accordingly

20 APPOINTMENT AND REMOVAL OF DIRECTORS

20 1 A director need not hold any shares of the Company to qualify as a director

20 2 A director notwithstanding that he does not hold any shares in the capital of the Company shall be entitled to receive notice of and attend and speak at all general meetings of the company and at all separate general meetings of the holders of any class in the capital of the Company

20 3 Regulations 76 to 79 and 81(e) shall not apply

21 REMUNERATION OF DIRECTORS

Regulation 82 shall not apply

22 DIRECTORS' EXPENSES

22 1 The directors may be paid all travelling hotel and other expenses wholly exclusively and necessarily incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company or otherwise in connection with the discharge of their duties

22 2 Regulation 83 shall not apply

23 DIRECTORS' APPOINTMENTS

23 1 The directors may by unanimous agreement from time to time appoint one or more of their body to hold any executive office in the management of the business of the Company (including the office of Managing Director for such fixed term or without limitation as to the provisions of any agreement entered into in any particular case and without prejudice to any claim for damages he may have for breach of any such agreement) and may by unanimous agreement remove or dismiss him or them from such office and appoint another or others in his or their place or places

23 2 A person so appointed shall (subject to the provisions of Article 23 3 and without prejudice to any claim for damages for breach of any agreement between him and the Company) be subject to the same provisions as to removal and as to vacation of office as the other directors of the Company and if he ceases to hold the office of director due to any cause he shall (without prejudice as aforesaid) ipso facto and immediately cease to hold such executive office

- 23 3 A director holding such executive office for a fixed period shall not be entitled to resign as a director of the Company during that period and Regulation 81(d) shall be modified accordingly

24 PROCEEDINGS OF DIRECTORS

- 24 1 Subject to the provisions of these Articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. Notice of such a meeting shall be deemed to be properly given to a director if it is given to him personally or by word of mouth or sent in writing, including electronic communications, to him at his last known address or any other address given by him to the Company for this purpose. A director absent or intending to be absent from the United Kingdom may request that notices of such meetings shall during his absence be sent in writing to him at an address given by him to the Company for this purpose, but such notices need not be given any earlier than notices given to directors not so absent and if no request is made it shall not be necessary to give notice of a meeting to any director who is for the time being absent from the United Kingdom.
- 24.2 At any meeting of the directors or of a committee of the directors each director present and, in the absence of their respective appointor, their alternates shall have one vote. A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.
- 24 3 Regulation 88 shall not apply.
- 24 4 The chairman shall at any such meeting not have a second or casting vote.
- 24 5 The quorum necessary for the transaction of the business of directors shall be two directors. Regulation 89 shall be modified accordingly.
- 24 6 A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum required for a meeting of the directors.
- 24 7 If by reason of any unfilled vacancy in the office of a director there shall not be a valid quorum of directors the continuing directors may act only to effect transfers in accordance with these Articles and to convene general meetings but shall not exercise any of the other powers conferred on the directors by these Articles. Regulation 90 shall not apply.
- 24 8 Any director may participate in a meeting of the directors by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. Participation in the meeting in this manner shall be deemed to constitute presence in person at such meetings.
- 24 9 A resolution in writing executed by all the directors (and/or their respective alternates) shall be as valid and effectual as if it had been passed at a meeting of the directors or (if applicable) a committee of the directors duly convened and held provided that the directors so executing would if such meeting had been held have formed a quorum in accordance with these Articles. Any such resolution may consist of several documents in the like form each executed by one or more of the directors (and/or their alternates). Regulation 93 shall not apply.
- 24 10 A director who pursuant to Regulation 85 has declared at a meeting of the directors the nature and extent of his interest in a contract, proposed contract, transaction or

arrangement with the Company shall be entitled to vote in respect of that contract, proposed contract, transaction or arrangement or upon any matter arising from it and if he shall do so his vote shall be counted and he may be taken into account in ascertaining whether or not a quorum is present at the meeting of the directors or of the committee of directors at which the vote is taken Regulations 94 and 95 shall not apply

25 NOTICES

25 1 The Company may send any notice or other document to a member pursuant to these Articles by

- (a) sending it by post or other delivery service in a prepaid envelope addressed, in the case of a member, to his address as recorded in the register of members, and in any other case to the address of the person as notified by him to the Company,
- (b) leaving it at that address,
- (c) delivering it personally,
- (d) sending it by electronic communication to an address for the time being notified to the Company by the person for that purpose, or
- (e) making it available on a website in accordance with Part 4 of Schedule 5 to the 06 Act

Regulation 112 shall not apply

25 2 Any notice or other document to be given or sent under or by reference to these Articles by a member or a person entitled to a share in consequence of the death or bankruptcy of a member to the Company shall, unless otherwise provided by these Articles, be sent by

- (a) posting it in a prepaid envelope addressed to the office,
- (b) leaving it at the office, or
- (c) sending it by electronic communication to an address for the time being notified by the Company for that purpose

25 3 In the case of joint holders of a share, all notices or other documents shall be sent to the joint holder whose name stands first in the register of members in respect of the joint holding and notices or other documents so sent shall be sufficiently sent to all the joint holders

25 4 A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices or documents may be sent to him, or an address to which notices or other documents may be sent using electronic communication, shall be entitled to have notices or other documents sent to him at that address, but otherwise no such member shall be entitled to receive any notice or other document from the Company

25 5 Proof that an envelope containing a notice or other document was properly addressed, prepaid and posted or given to another delivery service shall be conclusive evidence that that the notice or other document was sent Proof that a notice or other document contained in an electronic communication was sent in accordance with guidance issued from time to time by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice or other document was sent

- 25 6 A notice or other document sent pursuant to these Articles shall be treated as being received and effectively served
- (a) 24 hours after it was posted, if first class post was used,
 - (b) 72 hours after it was posted or given to delivery agents, if sent by post or other delivery service, other than first class post,
 - (c) at the time of delivery, if left at the relevant address or delivery personally,
 - (d) at the time of transmission, if sent by electronic communication, or
 - (e) when the material was first made available on the website, or if later, when the recipient received, or is treated as having received, notice of the fact that the material was available on the website, if sent by means of a website
- 25 7 Regulation 115 shall not apply

26 WINDING UP

- 26 1 On a return of capital on a liquidation or otherwise, the surplus assets of the Company remaining after payment of its liabilities, shall be applied first, in paying to the A Shareholders as a class the sum of £3,500,000 and then in paying to A Shareholders the amount paid up or credited as paid up thereon and then to the B Shareholders the amount paid up or credited as paid up thereon and then the balance (if any) of such assets to the holders of the shares shall be paid to the holders of shares in such proportions as equal the proportion which that holding of shares bears to all shares for the time being in issue
- 26 2 In Regulation 117 the words "provided that if any such division is proposed to be made otherwise than in accordance with the existing rights of the members every member shall have the same right of dissent and other ancillary rights as if such resolution were a special resolution passed pursuant to section 110 of the Insolvency Act 1986" shall be deemed to be inserted at the end of the first sentence

27 INDEMNITY

- 27 1 Subject to the provisions of the Acts, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every director or other officer of the Company (other than any person engaged as auditor of the Company) may be indemnified out of the assets of the Company against any liability attaching to him in connection with any negligence, default, breach of duty or breach of trust in relation to the Company, provided that this Article 25 1 shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this Article 25 1, or any element of it, to be treated as void under the Acts Regulation 118 shall not apply
- 27 2 The directors may exercise all the powers of the Company to purchase and maintain insurance for, or for the benefit of, a person who is or was a director, alternate director or secretary of the Company or of an associated company of the Company, or who is or was a trustee of a retirements benefit scheme or another trust in which current or former employees of the Company or any such other company are or have been interested, against liability for negligence, default, breach of duty or breach of trust or any other liability which may lawfully be insured against by the Company