

2638482

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

(Adopted by Written Resolution passed

on 21 August 2006

- of -

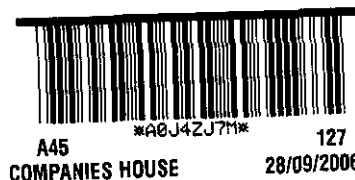
JEWSON ASSOCIATES LIMITED

1. Introduction

- 1.1 The Regulations contained or incorporated in Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 as amended by The Companies (Tables A to F) Amendment Regulations 1985 and The Companies Act 1985 (Electronic Communications) Order 2000 (hereinafter called Table A) shall apply to the Company, save insofar as they are varied or excluded by, or are inconsistent with, the following Articles.
- 1.2 In Regulation 1 of Table A, the words "and in Articles of Association adopting the same" shall be inserted after the word "regulations" where it first appears in the last paragraph of that Regulation and the sentence "Any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force" shall be inserted at the end of that Regulation.
- 1.3 Regulations 54, 62, 73 to 77 (inclusive), 80, 82, 94 to 98 (inclusive) and 118 of Table A shall not apply to the Company.

2. Definitions

- 2.1 In these Articles the following words and expressions shall have the following meanings:



A Director: a Director appointed by the A Shareholders pursuant to Article 16.1, or his duly appointed alternate;

A Shares: A ordinary shares of £1 each in the capital of the Company;

A Shareholders: the holders for the time being of the issued A Shares;

Acceptance Period: a period during which an offer made under Article 9.3 is open for acceptance;

B Director: a Director appointed by the B Shareholders pursuant to Article 16.3, or his duly appointed alternate;

B Shares: B ordinary shares of £1 each in the capital of the Company;

B Shareholders: the holders for the time being of the issued B Shares;

Bad Leaver: an Employee who ceases to be an Employee, but is not a Good Leaver;

business day: any day other than a Saturday, a Sunday or any other day which is a public holiday in England;

C Shares: C ordinary shares of £1 each in the capital of the Company;

C Shareholders: the holders for the time being of the issued C Shares;

Chargee: in relation to any B Shares, any person to whom, as at the date of adoption of these Articles, such shares have been charged by way of security, or to any nominee of such person;

company: includes any body corporate;

Compulsory Seller: as defined in Article 10.1;

Deferred Shares: the non voting deferred share of £404,536 in the capital of the Company;

Directors: the directors of the Company from time to time including, where applicable, any alternate director;

Employee: an individual who holds C Shares and who is employed by, or is a Director of, the Company or any of its subsidiaries or whose services are otherwise made available to the Company or any of its subsidiaries (and employment shall be construed accordingly to include such an arrangement);

Encumbrance: means any mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, claim, title retention, any right, interest or preference granted to any third party or any other encumbrance or security interest of any kind;

Excluded Person:

- (a) any Employee in respect of whose employment or directorship with the Company (or any subsidiary of the Company) notice of termination has been given;
- (b) any person who was, but has ceased to be, an Employee;
- (c) any personal representative(s) of any person within (a) or (b) above;

Family Member: means, in relation to any Member, (a) the spouse, widower or widow (including any widower or widow after re marriage), civil partner or surviving civil partner of the Member, (b) all the lineal descendants and ascendants in direct line of the Member and (c) the brothers and sisters of the Member and their lineal descendants, and so that for the purposes of this definition a person shall be deemed to be the lineal ascendant of a step child or an adopted or illegitimate child and those children shall be deemed to be lineal descendants of such person and of the lineal ascendants of such person, and a brother or sister shall include a half-, adopted or illegitimate brother or sister;

Family Trust: means, in relation to any Member, any trust or settlement the beneficiaries and potential beneficiaries under which are exclusively that Member and/or one or more of his Family Members. Where a Family Trust is divided into two or more separate funds, each of which is subject to different beneficial trusts, then each such fund shall be regarded as a separate Family Trust for the purposes of these Articles whether or not the trustees have made any appropriation of the assets held by that trust between such funds;

financial year and financial period: an accounting reference period (as defined by the Act) of the Company;

Good Leaver: an Employee who ceases to be an Employee in any of the following circumstances:

- (a) retirement on or after reaching retirement age in accordance with his terms of employment;
- (b) death;
- (c) ill health or permanent disability;

- (d) expiry (or waiver) of his contractual notice period following his resignation;
- (e) any other circumstances which the Investor Directors agree in writing constitute the Employee a Good Leaver;

Investor Directors: the A Directors and the B Directors;

Member: a holder of Shares;

a member of the same group: as regards any company, a company which is for the time being a holding company or a subsidiary of that company or of any such holding company;

Options: options over the 4,477 unissued C Shares in existence at the date of adoption of these Articles;

Ordinary Shares: the A Shares, the B Shares and the C Shares;

Prescribed Price:

- (a) in respect of Shares to be sold pursuant to Article 10, the price per Sale Share of the relevant class determined in accordance with that Article;
- (b) in all other cases, the price per Sale Share of the relevant class specified in the Transfer Notice or (if no price is specified), the price per Sale Share agreed or determined pursuant to Article 9.2;

Proposing Transferor: a Member proposing to transfer Shares or any interest therein;

Purchaser: a person willing to purchase Shares comprised in a Transfer Notice;

Sale: the sale of all of the issued Ordinary Shares to a single purchaser (or to one or more purchasers as part of a single transaction);

Sale Shares: all Ordinary Shares comprised in a Transfer Notice;

Shares: shares of any class in the Company;

Subscription Price: in respect of any Share, the amount paid or credited as paid up on that share, including sums paid, or credited as paid, by way of premium;

Transfer Notice: a written notice served or deemed to be served by a Member on the Company in accordance with Article 8.3, 9 or 10.

2.2 In these Articles:

- 2.2.1 reference to the approval, consent or act of any group or class of shareholders shall, except where expressly otherwise provided or as otherwise required by law, mean the written consent, approval or act of the holders of more than 50% of the shares held by that group or class at that time; and
- 2.2.2 reference to the approval, consent or act of the Directors shall, except where expressly otherwise provided, mean the approval, consent or act of the Directors acting as a board (whether at a duly convened meeting of the Board or by written resolution).

3. **Share capital**

- 3.1 The share capital of the Company at the date of adoption of these Articles is £453,789 divided into 19,607 A Shares, 24,791 B Shares, 4,855 C Shares and 1 Deferred Share.
- 3.2 The A Shares, B Shares, C Shares and the Deferred Share shall each form separate classes of ordinary Shares, subject to the rights and restrictions set out in relation to a particular class in these Articles.
- 3.3 The special rights and restrictions attaching to the Deferred Share shall be as follows:-
- (a) As regards to income: the Deferred Share shall not entitle the holder thereof to receive any dividend or other distribution;
 - (b) As regards voting: the Deferred Share shall not entitle the holder thereof to receive notice of or to attend or vote at any General Meeting of the Company;
 - (c) As regards capital: on a return of capital on a winding up the holder of Deferred Share shall only be entitled to receive the amount paid up on such share after the holders of the Ordinary Shares have received the sum of £100,000,000 for each Ordinary Share held by them and shall have no other right to participate in the assets of the Company;
 - (d) As regards transfers: the Deferred Share shall not be transferable without the consent of the Board;
 - (e) As regards variations of rights: the purchase by the Company in accordance with the provisions of the Companies Act 1985 of the Deferred Share for an aggregate consideration of £1 or the passing of a resolution to permit any such purchase shall not constitute a variation of rights of any Shareholder;

4. Voting

On a show of hands every Shareholder who owns Ordinary Shares (being an individual) and who is present in person or (being a corporation) is present by a representative shall have one vote and on a poll every Shareholder who is present in person or by a proxy or (being a corporation) by a representative shall have one vote for every Ordinary Share of which he is the holder.

5. Issue of new shares

5.1 Subject to this Article and to the provisions of Section 80 of the Act, the Ordinary Shares shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper.

5.2 The provisions of sections 89(1) and 90(1) to (6) of the Act shall apply to the Company, subject always to the provisions of Section 95 of the Act, and provided that the holders of relevant shares and relevant employee shares (as defined in Section 94 of the Act) who accept all the equity securities offered to them (acceptors) shall be entitled to indicate whether they would accept shares not accepted by other offerees, and any such shares shall be allotted to such acceptors in proportion to their respective holdings of relevant shares and relevant employee shares, but so that no acceptor shall be required to accept more shares than he applied for.

6. Variation of class rights

6.1 Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied (including deemed variations) or abrogated with the consent in writing of the holders of three fourths of the issued shares of the class or with the sanction of an Extraordinary Resolution passed at a separate meeting of the holders of that class, but not otherwise. To every such separate meeting all the provisions of these Articles relating to general meetings of the Company shall apply mutatis mutandis except that:

- (a) the necessary quorum shall be at least two persons holding or representing by proxy one third in nominal amount of the issued shares of the class (or where all the shares of the class are held by a single Member, that Member (or his proxy) shall constitute the quorum), but so that at any adjourned meeting of such holders at which such a quorum is not present the holder or holders present shall be a quorum; and
- (b) the holders of shares of the class in question shall on a poll have one vote in respect of every share of the class held by them respectively.

- 6.2 The rights attached to any class of Shares shall not (unless otherwise expressly provided by the rights attached to the Shares of that class) be deemed to be varied by the creation or issue of further Shares whether ranking *pari passu* therewith or in any respect in priority thereto, or by the purchase or redemption by the Company of any of its own Shares.
- 6.3 The rights attaching (respectively) to the A Shares and to the B Shares shall in each case be deemed to be varied by any of the following:
- 6.3.1 the alteration or variation in any respect of the memorandum or articles of association of the Company or the rights attaching to any of the A Shares, the B Shares, the C Shares or the Deferred Share;
 - 6.3.2 the registration (whether upon subscription or transfer) of any person as a member of the Company other than (i) pursuant to an exercise of the Options or (ii) the transfer of B Shares to a Chargee or a person acting as bare trustee for a Chargee; or (iii) the transfer of B Shares from a Chargee or its nominees to Edward Jewson or his nominee or any other person;
 - 6.3.3 Any increase in the amount of the Company's authorised or issued share capital, any grant of any option or other interest (in the form of convertible securities or in any other form) over or in its share capital, any redemption or purchase by the Company of any of its own shares or any other reorganisation of the Company's share capital, save for the issue of C Shares pursuant to an exercise of the Options or the purchase by the Company of the Deferred Share for an aggregate consideration of £1;
 - 6.3.4 the issue of any loan capital of the Company or entry into any commitment with any person with respect to the issue of any such loan capital;
 - 6.3.5 any borrowing by the Company or the granting of any security by the Company other than borrowing from its bankers in the ordinary and usual course of business and any related grant of security;
 - 6.3.6 the passing of any resolution for the Company's winding up or the appointment of an administrator (unless the Company shall have become insolvent);
 - 6.3.7 the formation of any subsidiary of the Company or acquisition of shares in any other company or the Company participating in any partnership or joint venture (whether incorporated or not);
 - 6.3.8 the sale, transfer or disposal of all or a substantial part of the Company's undertaking and assets, the closure of any business operation or the creation of any new business operation of the Company or disposal of or dilution of its interest in any of its subsidiaries for the time being;

- 6.3.9 the amalgamation of or merger of the Company with any other company or business undertaking;
- 6.3.10 the entry into by the Company of any transaction or arrangement of any nature whatsoever with any of the Company's members or directors or any person who is connected to any of its members or directors whether or not any other person shall be party to such transaction or arrangement, other than in respect of employment arrangements with executive directors of the Company;
- 6.3.11 the entry into by the Company of or any material variation to any commitment by way of a transaction or series of related transactions (including without limitation any leasing transaction) which would involve the Company in the payment or receipt of consideration having an aggregate value in excess of £100,000;
- 6.3.12 the entry into by the Company of any arrangement, contract or transaction outside the normal course of the Company's business otherwise than on arm's length terms;
- 6.3.13 the declaration of any dividend or the making of any other distribution (by way of capitalisation, repayment or in any other manner) out of the Company's distributable profits or any of its reserves;
- 6.3.14 the making of any loan by the Company (otherwise than by way of deposit with a bank or other institution the normal business of which includes the acceptance of deposits) or grant any credit (other than in the normal course of trading) or giving of any guarantee (other than in the normal course of trading) or indemnity;
- 6.3.15 the giving of any guarantee, suretyship or indemnity by the Company to secure any liability of any other person (not being another Group Company) or the assumption by the Company of any of the obligations of any other person other than in the ordinary course of the Company's trading;
- 6.3.16 the dismissal of any director, officer or employee of the Company in circumstances in which the Company incurs or agrees to bear redundancy or other costs in excess of £30,000 in total;
- 6.3.17 any application for listing of any of the Company's Shares or debt securities on any recognised investment exchange (as defined by section 285 of the Financial Services and Markets Act 2000) or any other securities exchange or market;
- 6.3.18 any change to either the Company's:
- (a) auditors, or
 - (b) its accounting reference date;

- 6.3.19 the establishment or amendment of any profit-sharing, share option, bonus or other incentive scheme of any nature for directors or employees;
- 6.3.20 the entry into or variation of any contract of employment providing for the payment of remuneration (including pension and other benefits) in excess of a rate of £55,000 per annum or the increase in the remuneration of any staff (including pension and other benefits) to a rate in excess of £55,000 per annum;
- 6.3.21 the institution, settlement or compromise of any material legal proceedings (other than debt recovery proceedings in the normal course of business) instituted or threatened by or against the Company or the submission to arbitration or alternative dispute resolution of any dispute involving the Company;
- 6.3.22 any appointment or removal of a Director other than the appointment or removal of an A Director or a B Director effected in accordance with Articles 16.1 and 16.3 respectively;
- 6.3.23 any waiver of any material contracted right of the Company or the ratification of any material breach of any duty owed to the Company;
- 6.3.24 the approval of the annual budget of the Company or any material variation thereto;
- 6.3.25 the creation of or any granting of permission to create any Encumbrance over the assets of the Company save in respect of the granting of security to the Company's bankers securing any borrowings made to the Company by them in the ordinary and usual course of business
- 6.3.26 the opening or closing of any Company bank account;
- 6.3.27 the alteration of any mandate given to the Company's bankers relating to any matter concerning the operation of the Company's bank accounts;
- 6.3.28 any change in the identity of the Company's bankers; or
- 6.3.29 the establishment or amendment of any pension scheme or grant of any pension rights to any director, employee, former employee, or any member of any such person's family.
- 6.4 For the avoidance of doubt, the rights attaching to the C Shares or the Deferred Share shall not be regarded as varied by any matter set out in Articles 6.3.2 to 6.3.29 inclusive, with the exception of a resolution to amend any provision of these Articles which directly affects the rights attached by these Articles to the C Shares or the Deferred Share (as the case may be).

7. Transfer of shares

- 7.1 The Directors shall be required (subject only to Article 7.2 and to Regulation 24 of Table A) to register promptly any transfer of Shares made in accordance with the provisions of Articles 8, 9, 10 and 11 (to the extent applicable) or (always provided that the Financial Services Authority has provided such consents and approvals as may be required in respect of) a transfer of any of the B Shares to a Chargee or its nominee or from a Chargee or its nominee to Edward Jewson, or his nominee or any other person, but shall not register any transfer of Shares not so made (and no transfer of Shares other than in accordance with the provisions of Articles 8, 9, 10 and 11, or a transfer of any B Shares to a Chargee or its nominee or from a Chargee or its nominee to Edward Jewson, his nominee or any other person shall be permitted).
- 7.2 In addition to the circumstances set out in Regulation 24 of Table A in which the Directors may refuse to register the transfer of a Share, the Directors may also refuse to register the transfer of a Share to a bankrupt, a minor or a person of unsound mind and they shall refuse to register a transfer of Shares to an Excluded Person.
- 7.3 For the purposes of these Articles the term transfer shall, unless the context otherwise requires, include:
- 7.3.1 a sale or disposal of any legal or equitable interest in a Share, whether or not by the Member registered as the holder of that Share;
- 7.3.2 any renunciation or other direction by a Member entitled to an allotment or transfer of Shares that such Shares be allotted, issued or transferred to another person.

8. Non-Pre-emptive transfers

Subject to the provisions of Article 7, any Shares may at any time be transferred:

- 8.1 by any Member, with the prior written consent of an A Director and a B Director, to the trustee(s) or nominee for the time being of an employee benefit trust;
- 8.2 by the trustee(s) or nominees for the time being of an employee benefit trust, with the prior written consent of an A Director and a B Director, to any beneficiary of such employee benefit trust;
- 8.3 by any Member pursuant to Article 11.1 or 11.2;
- 8.4 by any Member with the prior written consent of an A Director and a B Director;
or

- 8.5 (always provided that the Financial Services Authority has provided such consents and approvals as may be required and in respect of the B Shares only) by any Member to a Chargee or to such person to whom the Chargee (or any receiver duly appointed by the Chargee) directs the Shares to be transferred in execution of its security or a transfer by the Chargee or its nominee to Edward Jewson, or his nominee or any other person.
- 8.6 by any Member (the "Original Holder") to a Family Member or to the trustees of a Family Trust.
- 8.7 subject to the provisions of Article 7, the personal representatives of a deceased Original Holder may transfer any of the Shares registered in such Original Holder's name as sole holder or as sole surviving joint holder to any Family Member or the trustees of any Family Trust of the deceased Original Holder under the will or on the intestacy of the deceased Original Holder.
- 8.8 subject to the provisions of Article 7, any Member who is a trustee of a Family Trust may at any time transfer any Share held by him in such capacity to:-
- 8.8.1 the new or remaining trustees of the Family Trust upon any change of trustees of such trust;
- 8.8.2 the trustees for the time being of any other Family Trust of the Original Holder; or
- 8.8.3 any person being a Family Member of the Original Holder upon such person becoming entitled to that share under the terms of the Family Trust.
- 8.9 subject to the provisions of Article 7, any person to whom any Share is transferred pursuant to Articles 8.6. 8.7 or 8.9 may at any time transfer such Share to the Original Holder of such Share or to any person to whom the Original Holder could have transferred such Share in accordance with Article 8.6 but not otherwise.
- 8.10 In respect of the Deferred Share, by the holder of such Deferred Share to the Company pursuant to a duly sanctioned purchase of the Deferred Share by the Company for an aggregate consideration of £1.

9. **Pre-emption**

The right to transfer Ordinary Shares shall (save in respect of transfers made pursuant to Article 8) be subject to the following restrictions in this Article 9:

9.1 Transfer Notices

9.1.1 Before transferring any Ordinary Shares the Proposing Transferor shall first obtain the written consent of an A Director and a B Director and, having done so, shall serve a Transfer Notice on the Company specifying the number and class of Ordinary Shares in question. The Transfer Notice shall constitute the Company his agent for the sale of those Ordinary Shares at the Prescribed Price to any Member or Members. The Transfer Notice shall be accompanied by a copy of the written consent referred to above. Except as provided in this Article, a Transfer Notice once given or deemed to be given shall not be revocable except with the consent of the Directors.

9.1.2 A Transfer Notice:

9.1.2.1 may comprise Ordinary Shares of more than one class;

9.1.2.2 may specify the Prescribed Price per Ordinary Share;

9.1.2.3 shall, if the Proposing Transferor has received any offer to purchase Ordinary Shares of the same class or classes as the Sale Shares (whether or not an offer capable of becoming legally binding upon acceptance), within the period of three calendar months prior to service of the Transfer Notice, give the name of the offeror, the number and class (or classes) of Ordinary Shares concerned and the price (or prices) per Ordinary Share offered.

9.2 Prescribed Price

9.2.1 Immediately on receipt of a Transfer Notice comprising any class of Ordinary Share which does not specify a Prescribed Price for such Ordinary Shares, the Directors (other than the Proposing Transferor, if a Director) including at least one A Director and one B Director, shall seek to agree the Prescribed Price with the Proposing Transferor. In the event that the Prescribed Price is not agreed within 10 business days of receipt of the Transfer Notice by the Company, the Directors shall request the auditors of the Company (acting as experts and not as arbitrators) to certify the Prescribed Price.

9.2.2 The auditors shall within 10 business days of such a request certify to the Company the Prescribed Price, being (subject to Article 10.2) the value of each Ordinary Share (as the case may be) calculated on the following basis:

9.2.2.1 by determining the sum which a willing purchaser would offer to a willing vendor for the whole of the issued ordinary share capital of the Company;

9.2.2.2 by dividing that sum by the number of Ordinary Shares in issue;

9.2.2.3 by making such adjustment (if any) as the auditors of the Company consider necessary to allow for any rights which may be outstanding under which any person may call for the issue of further Ordinary Shares; and

9.2.2.4 making no adjustment to reflect any premium or discount arising in relation to the size of the holding the subject of the Transfer Notice or in relation to any restrictions on the transferability of the Ordinary Shares.

9.2.3 The costs of the auditors in respect of the certification of the Prescribed Price shall be borne by the Company.

9.3 Offer of Sale Shares

9.3.1 The Sale Shares shall, within 10 business days following receipt of the Transfer Notice or (in a case falling within Article 9.2.1) agreement or certification of the Prescribed Price, be offered by the Company in accordance with Article 9.3.2 for purchase at the Prescribed Price. All offers shall be made by notice in writing and limit a time (being between 10 and 15 business days, inclusive) within which the offer must be accepted or, in default, will be deemed to have been declined.

9.3.2 The Company shall offer the Sale Shares to the other Members provided that no Sale Shares shall be offered to the Proposing Transferor, any Excluded Person or any other Proposing Transferor whose shares are being offered at the same time.

9.3.3 An offer made under Article 9.3.2 shall be made on the following basis:

9.3.3.1 the Ordinary Shares on offer shall be offered to the relevant Members in proportion as nearly as may be to their existing holdings of Ordinary Shares, and the Directors' decision as to the number of Ordinary Shares which shall be "in proportion as nearly as may be to their existing holdings of Ordinary Shares" shall be conclusive;

9.3.3.2 any Member to whom Sale Shares are offered may accept all or some only of the Sale Shares offered to him;

9.3.3.3 each Member to whom the offer is made (if more than one) shall be invited to indicate whether, if he accepts the number of Sale Shares offered to him pursuant to this Article 9.3, he wishes to purchase any Sale Shares offered to other Members in the same offer which they decline to accept (such Sale Shares being referred to as "excess Shares") and if so the maximum number which he wishes to purchase;

9.3.3.4 if there are any excess Ordinary Shares they shall be allocated between the Members who have indicated that they wish to purchase excess Shares in proportion (as nearly as possible) to the number of Ordinary Shares held by such Members at the commencement of the offer process (but so that no Member shall be allocated more excess Shares than any maximum specified by him);

9.3.3.5 subject to the provisions of this Article, the Purchasers shall be bound to purchase the Sale Shares allocated to them under the provisions of this Article 9.3 at the Prescribed Price.

9.4 Notice to Proposing Transferor

Not later than 5 business days following the expiration of the last Acceptance Period the Company shall give written notice to the Proposing Transferor stating:

- 9.4.1 if it is the case, that no Purchaser has been found for any of the Sale Shares; or, otherwise
- 9.4.2 the number of Sale Shares which Members have sought to purchase, giving the name and address of each Purchaser and the number of Sale Shares to be purchased by him;

and so that if Purchasers have been found for some only of the Sale Shares the Proposing Transferor may within five business days of service on him of notice under this Article 9.4 revoke his Transfer Notice by written notice to the Company.

9.5 Transfer by Proposing Transferor

- 9.5.1 In the event that the Proposing Transferor is given notice under Article 9.4.2 (and subject to the Proposing Transferor not revoking his Transfer Notice in accordance with Article 9.4, where possible) the Proposing Transferor shall be bound on payment of the Prescribed Price to transfer the Ordinary Shares in question to the respective Purchasers. The sale and purchase shall be completed at the head office of the Company (or if there is no such office, at the registered office of the Company) during normal business hours on the first business day after the expiry of 10 business days from the date of service of notice under Article 9.4.2.
- 9.5.2 If a Proposing Transferor, having become bound to transfer any Ordinary Shares to a Purchaser, shall fail to do so the Directors may authorise any individual to execute on behalf of and as attorney for the Proposing Transferor any necessary instruments of transfer and shall register the Purchaser as the holder of the Ordinary Shares. The Company's receipt of the purchase money shall be a good discharge to the Purchaser, and the Company shall thereafter hold the same on trust for the Proposing Transferor. After the name of the Purchaser has been entered in the register of members in purported exercise of these powers, the validity of the proceedings shall not be questioned by any person.
- 9.5.3 The Proposing Transferor may transfer Sale Shares to any person or persons in the following circumstances:
 - 9.5.3.1 if the Company shall fail to find a Purchaser or Purchasers for any of the Sale Shares pursuant to Article 9.3, the Proposing Transferor may transfer all or any of the Sale Shares;

- 9.5.3.2 if the Company shall find a Purchaser or Purchasers for some (but not all) of the Sale Shares and shall serve notice accordingly under Article 9.4 the Proposing Transferor may transfer all or any of the Sale Shares for which no Purchaser has been found, but so that if the Proposing Transferor revokes his Transfer Notice under Article 9.4 he may transfer all (but not some only) of the Sale Shares

subject to the following restrictions:

- 9.5.3.3 Ordinary Shares may not be transferred after the expiry of three calendar months after the date on which notice is given under Article 9.4;
- 9.5.3.4 the Ordinary Shares must be transferred in a bona fide transaction at a price not less than the Prescribed Price; the Directors may require to be satisfied that the Ordinary Shares are being transferred in pursuance of a bona fide transaction for the consideration stated in the instrument of transfer without any deduction, rebate or allowance to the transferee;
- 9.5.3.5 no Ordinary Shares may be transferred, pursuant to this Article 9.5 by any person who is an Excluded Person, unless the Directors resolve to approve such transfer;
- 9.5.3.6 no Ordinary Shares may be transferred without the further written consent of an A Director and a B Director.

9.6 Transmission of Shares

A person entitled to an Ordinary Share in consequence of the death, bankruptcy, receivership or liquidation of a Member shall be bound at any time, if called upon in writing to do so by an A Director and B Director not later than 30 business days after the Directors receive written notice from the person concerned that he has become so entitled, to give a Transfer Notice (without specifying a Prescribed Price) in respect of all the Ordinary Shares then registered in the name of the deceased or insolvent Member. Such a Transfer Notice shall not be capable of revocation under the provisions of Article 9.4. Regulations 29 to 31 of Table A shall take effect accordingly.

9.7 Member becoming Excluded Person

In the event that any Member or the beneficial owner of any Ordinary Shares held by a Member becomes an Excluded Person the Directors may at any time thereafter by notice in writing to such Member revoke any Transfer Notice given by such Member prior to that event in relation to the Ordinary Shares held by such Member or owned by such person as appropriate. These Articles shall thereafter operate as if no such notice had been given, provided that such revocation shall be without prejudice to any sale of Ordinary Shares the subject of the Transfer Notice completed prior to such revocation.

9.8 Administrative provisions

9.8.1 For the purpose of ensuring that a transfer of Shares is authorised under these Articles or that no circumstances have arisen by reason of which a Transfer Notice may be required to be given, the Directors may from time to time require any Member or past Member or the personal representatives or trustee in bankruptcy, receiver or liquidator of any Member or any person named as transferee in any instrument of transfer lodged for registration to provide to the Company such information as the Directors reasonably think fit regarding any matter which they consider relevant. If such information is not provided to the reasonable satisfaction of the Directors within a reasonable time after request, the Directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of any Ordinary Shares concerned. If the information discloses (in the reasonable opinion of the Directors) that a Transfer Notice ought to have been given in respect of any Ordinary Shares the Directors (who must include at least one A Director and one B Director) may by notice in writing require that a Transfer Notice be given in respect of the Ordinary Shares concerned. Any Transfer Notice required to be given under this Article 9.8 shall not specify a price per Ordinary Share and shall not be capable of revocation under the provisions of Article 9.4.

9.8.2 In any case where the Directors may require a Transfer Notice to be given in respect of any Ordinary Shares, if a Transfer Notice is not duly given within a period of 10 business days of demand being made, a Transfer Notice shall be deemed to have been given at the expiration of that period. Such a deemed Transfer Notice shall not be capable of revocation under Article 9.4.

9.8.3 Any notice required to be given under this Article by the Company to a Member or by a Member to the Company or otherwise shall be given or served either personally or by sending it by first class post to the office or to the registered address of the Member (as the case may be) or, if he has no registered address within the United Kingdom and has supplied to the Company an address within the United Kingdom for the giving of notice to him, to the address so supplied. When a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected 48 hours after posting.

9.9 Waiver of restrictions

The restrictions imposed by this Article 9 may be waived in relation to any particular proposed transfer of Shares with the consent of all Members who, but for such waiver, would or might have been entitled to have such shares offered to them in accordance with Article 9.3 or by an A Director and a B Director.

10. Compulsory transfer

- 10.1 If any Employee ceases to be an Employee, the Board with the agreement of one A Director and one B Director (and where the Employee holds B Shares, the Chargee if any), may by notice in writing given at any time following the date of cessation require the former Employee (if a Member) and the personal representative(s) of the former Employee (together the Compulsory Sellers) to give a Transfer Notice in respect of all the C Shares then registered in their respective names (irrespective of whether such C Shares were so registered at the date of cessation, or were registered subsequently).
- 10.2 If a Transfer Notice is given under the provisions of this Article 10 (or deemed given under this Article 10 by virtue of Article 9.8):
- 10.2.1 the Transfer Notice shall not specify a Prescribed Price: the Prescribed Price shall be agreed between an A Director and a B Director and the Compulsory Seller or (in default of agreement within 10 business days of service, or deemed service, of the Transfer Notice) shall be determined by the auditors of the Company as the lower of the value of the C Shares in question determined as provided in Article 9.2.2 and the Subscription Price of those C Shares; and
- 10.2.2 the Transfer Notice shall not be capable of revocation.

11. Change of control

11.1 Tag along

Except for a transfer under Articles 8.1, 8.2 or 8.5, no Member or Members (the Transferor(s)) may undertake any transfer of any Ordinary Shares (the Specified Shares) which would result (if made and registered) in a person (or persons) obtaining a controlling interest in the Company (a Qualifying Transfer), unless before the transfer is lodged for registration the proposed transferee or his nominee has made an offer to all the Members other than the Transferor(s) (to be open for acceptance for at least 15 business days) to purchase, at the Specified Consideration, the same proportion of their Ordinary Shares as the Specified Shares represent as a proportion of all the Ordinary Shares held by the Transferor(s).

11.2 Drag along

Where (a) an offer has been made in accordance with Article 11.1 and (b) the Transferor(s) include the holders of a majority of the A Shares in issue and a majority of the B Shares in issue not (in each case) already held by the proposed transferee, then if any such offer has not been accepted in full by the Members to whom it has been made (Minority Shareholders) the Transferor(s) may by notice served on the Company deem such offer to have been accepted by all (and not some only of) the Minority Shareholders.

11.3 For the purposes of this Article 11:

- 11.3.1 the expression a controlling interest means the legal or beneficial ownership by a person and his connected persons (as defined in Section 839 of the Income and Corporation Taxes Act 1988) of Ordinary Shares having the right to exercise more than 50 per cent of the votes at a general meeting of the Company;
- 11.3.2 the Specified Consideration means the price per Ordinary Share to be paid by the proposed transferee for the Specified Shares (or its net present cash equivalent in the case of consideration payable otherwise than immediately in cash).
- 11.4 If any Member:
- 11.4.1 shall fail to transfer Ordinary Shares following his deemed acceptance of an offer in accordance with Article 11.2 the deemed transfer provisions of Article 9.5.2 shall apply to the transfer of such Ordinary Shares mutatis mutandis but so that references to the purchase money, the Transferor(s) and the Purchaser shall respectively be construed as references to the consideration for such Ordinary Shares, the Shareholder concerned and the proposed transferee; or
- 11.4.2 shall fail to execute any other document required to be executed in order to give effect to the provisions of Article 11.2, the Directors may authorise any individual to execute such document(s) on behalf of and as attorney for the Member concerned.
- 11.5 If the Transferor(s) comply with their obligations under Article 11.1, or exercise their rights under Article 11.2, they may proceed with the transfer of the Specified Shares, and Article 9 shall not apply to such transfer.

12. General meetings

- 12.1 In Regulation 37 of Table A there shall be substituted for the words "eight weeks" the words "twenty business days" and after the words "receipt of the requisition" there shall be added the words "and for the avoidance of doubt the requisitionists, or any of them representing more than one half of the total voting rights attached to shares held by all the requisitionists, may, if the Directors shall fail within seven days of receipt of the requisition to give notice of a general meeting for a date not later than twenty business days after receipt of the requisition, convene the meeting requisitioned for such date as they may select (subject to compliance with the provisions of the Act regarding the giving of notice of meetings requisitioned by the members, insofar as consistent with the provisions of this Article)".
- 12.2 In its application to the Company, the final sentence of Regulation 38 of Table A shall be modified by the insertion of the words "known to be" after the words "to all persons".

- 12.3 In its application to the Company, Regulation 50 of Table A shall be modified by the insertion after the word "shall" and before the words "be entitled" of the word "not".
- 12.4 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may:
- 12.4.1 in the case of an instrument in writing, be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 24 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- 12.4.2 in the case of an instrument in writing, be delivered at the meeting or adjourned meeting at which the person named in the instrument proposes to vote to the Chairman or to the secretary or to any Director; or
- 12.4.3 in the case of a poll, be delivered as an instrument in writing at the meeting at which the poll was demanded to the Chairman or to the secretary or to any Director, or at the time and place at which the poll is held to the Chairman or to the secretary or to any Director or scrutineer; or
- 12.4.4 in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications:
- 12.4.4.1 in the notice convening the meeting; or
- 12.4.4.2 in any instrument of proxy sent out by the Company in relation to the meeting; or
- 12.4.4.3 in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,
- be received at such address not less than 24 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote
- and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.
- 12.5 In the event that more than one appointment of a proxy relating to the same share is deposited, delivered or received for the purposes of the same meeting, the appointment last delivered or received (whether in writing or contained in an electronic communication) shall prevail in conferring authority on the person

named therein to attend the meeting and vote. An appointment of proxy contained in an electronic communication found by the Company to contain a computer virus shall not be accepted by the Company and shall be invalid.

- 12.6 In their application to the Company, Regulations 60 and 61 of Table A shall be modified by the addition of the following sentence:

“The appointment of a proxy may be contained in an electronic communication sent to such address (including any number) as may be notified by or on behalf of the Company for that purpose and may be in such form as the Directors may approve including requirements as to the use of such discrete identifier or provision of such other information by a member so as to verify the identity of such member and as to the authenticity of any electronic signature thereon.”

- 12.7 An A Director and a B Director may at any time convene a General Meeting of the Company.

- 12.8 Any A Director or any B Director may demand a poll at any meeting of the Company or at any class meeting.

13. Alternate Directors

The appointment of an alternate Director by an A Director or a B Director shall not require approval by a resolution of the Directors, and in its application to the Company Regulation 65 of Table A shall be modified accordingly.

14. Number of Directors

Unless and until the Company in general meeting shall otherwise determine the number of Directors shall be not less than one nor more than ten.

15. Appointment of Directors

- 15.1 In its application to the Company, Regulation 78 of Table A shall be modified by the deletion of the words “Subject as aforesaid”... and the words “... and may also determine the rotation in which any additional Directors are to retire”.

- 15.2 In its application to the Company, Regulation 79 of Table A shall be modified by the deletion of the second and third sentences.

- 15.3 In its application to the Company, Regulation 84 of Table A shall be modified by the deletion of the third and final sentences.

- 15.4 Notwithstanding any other provision of these Articles, the holders for the time being of Ordinary Shares carrying a majority of the votes capable of being cast at

a general meeting shall have the right at any time and from time to time to appoint one or more persons (if so agreed by at least one A Shareholder and one B Shareholder) to be a Director or Directors of the Company and to remove any Director (except an A Director or a B Director) from office. Any such appointment or removal shall be effected by notice in writing to the Company signed by or on behalf of such holders.

16. A Directors and B Directors

- 16.1 The holders of a majority of the A Shares in issue shall have the right at any time and from time to time to appoint one Director of the Company (the A Director). Any such appointment shall be made by notice in writing to the Company signed by or on behalf of A Shareholders holding a majority of the A Shares then in issue and the A Shareholders may in like manner at any time and from time to time remove from office any A Director appointed pursuant to this Article and appoint any person in place of any A Director so removed or dying or otherwise vacating office.
- 16.2 Upon any resolution pursuant to Section 303 of the Act or Article 18 for the removal of any A Director, the A Shares shall confer upon the holder(s) thereof the right to an aggregate number of votes which is one vote greater than the number of votes capable of being cast on such resolution by all other members of the Company. Such votes shall be divided between such holders, if more than one, as nearly as may be in proportion to the number of A Shares held by them respectively.
- 16.3 The holders of a majority of the B Shares in issue shall have the right at any time and from time to time to appoint one Director of the Company (the B Director). Any such appointment shall be made by notice in writing to the Company signed by or on behalf of B Shareholders holding a majority of the B Shares then in issue and the B Shareholders may in like manner at any time and from time to time remove from office any B Director appointed pursuant to this Article and appoint any person in place of any B Director so removed or dying or otherwise vacating office.
- 16.4 Upon any resolution pursuant to Section 303 of the Act or Article 18 for the removal of any B Director, the B Shares shall confer upon the holder(s) thereof the right to an aggregate number of votes which is one vote greater than the number of votes capable of being cast on such resolution by all other members of the Company. Such votes shall be divided between such holders, if more than one, as nearly as may be in proportion to the number of B Shares held by them respectively.
- 16.5 Where these Articles provide for any consent or waiver or other act by an A Director or a B Director, such reference shall not apply at any time when there is no A Director or, as the case may be, no B Director in office and accordingly at such time, the consent, waiver or other act of an A Director or, as the case may be, a B Director shall not be required.

16.6 Each A Director and B Director will be allowed access at all reasonable times to examine the books and records of the Company.

16.7 The Company will supply each A Director and each B Director with such financial information necessary to keep such Director informed about how effectively the business is performing and in particular will supply each A Director and B Director with monthly management accounts of the Company (to be supplied within [28] days of the end of the month to which they relate), such accounts to include a profit and loss account, balance sheet [and cash flow statement].

17. Disqualification of Directors

In its application to the Company, Regulation 81 of Table A shall be modified by the deletion of paragraph (e) and the addition of the following paragraph:

“(e) he is removed from office under the provisions of Article 16 or Article 18.”

18. Removal of Directors

In addition and without prejudice to the provisions of Section 303 of the Act, the Company may by extraordinary or written resolution remove any Director (other than an A Director or a B Director) before the expiration of his period of office and may by ordinary resolution appoint another Director in his place.

19. Directors' remuneration

Directors' fees may only be paid to, or in respect of the services of, Directors with the written approval of an A Director and a B Director and not otherwise.

20. Proceedings of Directors

20.1 In its application to the Company Regulation 88 of Table A shall be modified by the insertion of the word “not” after the words “the Chairman shall” in the fifth sentence.

20.2 In its application to the Company Regulation 89 of Table A shall be modified:

20.2.1 by the deletion of the first sentence and its replacement with the following: “The quorum for the transaction of the business of the directors shall be two (except at any time when there is only one director in office, when the quorum shall be that

one director). At any time when there is an A Director in office, the presence of such director, or his alternate, shall be required for a quorum to be present, unless not less than ten days notice of the meeting has been given to such director. At any time when there is a B Director in office, the presence of such director, or his alternate, shall be required for a quorum to be present, unless not less than ten days notice of the meeting has been given to such director.”; and

20.2.2 by the addition of the following as the final sentence:

“In the event that a meeting of the directors is attended by a director who is acting as alternate for one or more other directors, the director or directors for whom he is the alternate shall be counted in the quorum notwithstanding their absence, and if on that basis there is a quorum the meeting may be held notwithstanding the fact (if it is the case) that only one director is physically present.”

20.3 Any Director who participates in the proceedings of a meeting by means of an electronic communication system by which all the other Directors present at such meeting (whether in person or by alternate or by means of electronic communication) may hear at all times such Director and such Director may hear at all times all other Directors present at such meeting (whether in person or by alternate or by means of electronic communication) shall be deemed to be present at such meeting and shall be counted when reckoning a quorum.

20.4 Save as otherwise specified in these Articles, a Director may vote at a meeting of the Directors, and form part of a quorum present at that meeting, in relation to any matter in which he has, directly or indirectly, an interest or duty which conflicts or which may conflict with the interests of the Company, provided that he has previously disclosed the nature of such duty or interest to the Directors. The provisions of Regulation 86 of Table A shall be taken to apply equally to any disclosure to be made under the provisions of this Article.

21. **Borrowing powers**

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

22. **Execution of documents**

In its application to the Company Regulation 101 of Table A shall be modified by the addition of the following sentence:

"Any instrument expressed to be executed by the Company and signed by two directors, or by one director and the secretary, by the authority of the directors or of a committee authorised by the directors shall (to the extent permitted by the Act) have effect as if executed by the seal."

23. Dividends

In Regulation 103 of Table A the words from "If the share capital is divided...." to the end of the Regulation shall be deleted.

24. Indemnities

24.1 The Company may (except, and to the extent, it would be unlawful to do so):

24.1.1 indemnify any director or other officer (except the auditors) from and against any liability incurred by him or them arising from their office as such, or in the course of their employment by, or the provision of services to, the Company or otherwise in relation to the Company, including, but not limited to, any sum awarded against any such officer in damages and the cost of legal and other professional advice in connection with any such liability, or potential or alleged liability, but excluding any liability of the officer to the Company or to an "associated company" (being any subsidiary or holding company of the Company, or any subsidiary of any such holding company), any fine or penalty imposed in criminal proceedings, or by a regulatory authority for breach of any regulatory requirement, or any liability incurred in defending any criminal proceedings in which he is convicted, or any civil proceedings brought by the Company or an associated company in which judgment is given against him (except where such conviction or judgment is reversed on appeal);

24.1.2 if so resolved by the directors, indemnify any auditor of the Company against any liability incurred by him in defending any proceedings (whether civil or criminal) in which judgement is given in his favour or he is acquitted or in connection with any application under Section 727 of the Act in which relief is granted to him by the Court; and

24.1.3 maintain and pay for insurance against any liability which any such officer or any auditor of the Company may incur in relation to the Company.

24.2 Regulation 118 in Table A shall not apply to the Company.

25. Notices

In its application to the Company, Regulation 115 of Table A shall be modified by the addition of the following after the words "after the time it was sent" at the end of the third sentence:

“notwithstanding that the Company is aware of the failure in delivery of such electronic communication. Without prejudice to such deemed delivery, if the Company is aware of the failure in delivery of an electronic communication and has sought to give notice by such means at least three times, it shall send the notice in writing by post within 48 hours of the original attempt”.