

THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY SHARES

NEW
ARTICLES OF ASSOCIATION
of
COMPLEAT SOFTWARE LIMITED

(as adopted by Special Resolution passed on 29th April 2008)

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Company No. 03659980

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1 Preliminary

1.1 The regulations contained in Table A as prescribed by the regulations made under the Act in force at the date of the adoption of these Articles of Association (hereinafter referred to as "Table A") shall apply to the Company in so far as these Articles do not exclude or modify Table A. A reference herein to any regulation is to that regulation as set out in Table A.

1.2 In these Articles the following words and expressions shall have the meanings set out below:

the Act	the Companies Act 1985 including every statutory modification or re-enactment thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force
Arrears	in relation to any share, all accruals, deficiencies and arrears of any dividend payable in respect of such share, whether or not earned or declared and irrespective of whether or not the Company has had at any time sufficient distributable profits to pay such dividend together with all interest and other amounts payable thereon
the 'A' Preferred Issue Price	£85.00 per 'A' Preferred Share
'A' Preferred Shares	cumulative convertible participating 'A' preferred ordinary shares of £0.01 each in the capital of the Company having the rights set out in Article 2.2
the Auditors	the auditors for the time being of the Company
Business Sale	the sale of substantially all of the undertakings and assets of the Company in one or more related transactions
Conversion Date	the date on which the Ordinary Shares into which the 'A' Preferred Shares are to be converted (pursuant to notices

	given in accordance with Article 2.2(e)) are issued to the holders of such 'A' Preferred Shares
the Directors	the directors for the time being of the Company or a quorum of such directors present at a meeting of the directors
the Equity Share Capital	collectively, the 'A' Preferred Shares and the Ordinary Shares and (except as otherwise expressly provided) for the purposes of these Articles and otherwise the 'A' Preferred Shares and the Ordinary Shares shall be treated as separate classes
Family Trusts	as regards any particular individual member or deceased or former individual member, trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than that individual and/or Privileged Relations of that individual; and so that for this purpose a person shall be considered to be beneficially interested in a share if such share or the income thereof is or may become liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are or may become liable to be exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons
Investment Fund	any person (other than a natural person), company, trust, limited partnership or fund holding shares for investment purposes and not being a member of the Company by virtue of being a Relevant Member
Listing	the effective admission of any part of the Equity Share Capital to trading on the London Stock Exchange plc's markets for listed securities (including the Alternative Investment Market) or the commencement of dealings on any other public securities market which, in each case, is approved by Stockford where all or any of the Equity Share Capital of the Company is admitted to trading on such exchange
Majority	as regards members of a class or classes of shares, a majority by reference to the number or proportion of issued shares of such class or classes held and not by reference to the number of members holding shares of such class or classes
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

Ordinary Shares	ordinary shares of £0.01 each in the capital of the Company having the rights set out in Article 2.3
a Permitted Share Issue	<p>any of the following:</p> <ul style="list-style-type: none"> (a) the issue of any equity securities to any employees and/or consultants of the Company or any subsidiary of it, in each case, in accordance with any incentive arrangements, the terms of which have been approved in writing by the holders of a Majority of the 'A' Preferred Shares; (b) the issue of any equity securities (which includes for the avoidance of doubt any right to receive a bonus issue of any shares in the capital of the Company) to any holder of 'A' Preferred Shares, pursuant to a right which can be invoked by such holder upon any shares in the capital of the Company being issued at a Subscription Price less than the A Preferred Issue Price; and (c) the issue of any equity securities to existing shareholders by way of capitalisation of debt arising (if any) pursuant to guarantees given by them in respect of the Company's or any subsidiaries' liabilities to third parties
Permitted Transfer	a transfer of shares authorised by Article 4
Permitted Transferee	a person, firm or unincorporated association to whom or which shares have been transferred pursuant to a Permitted Transfer
Preferred Dividend	the dividend payable under Article 2.2(a)
Privileged Relation	<p>in relation to an individual member or deceased or former individual member:</p> <ul style="list-style-type: none"> (a) the husband or wife or the widower or widow of such member; (b) all the lineal descendants in direct line of such member; (c) the brothers and sisters of such member; and (d) a husband or wife or widower or widow of any of the persons referred to in paragraphs (a), (b) and (c) above <p>and for the purposes aforesaid a step-child or adopted child or illegitimate child of any person shall be deemed to be his or her lineal descendant</p>
Relevant Executive	an employee of the Company or any subsidiary of the Company

Relevant Member	a member who is a Relevant Executive, and (unless a Majority of the holders of the 'A' Preferred Shares agree otherwise) members who shall have acquired shares directly or indirectly from a Relevant Executive pursuant to one or more Permitted Transfers (including where such shares were subscribed by such member and that member would have been entitled to receive a Permitted Transfer from the Relevant Executive)
the Relevant Shares	(so far as the same remain for the time being held by the trustees of any Family Trusts or by any Transferee Company) the shares originally acquired by such trustees or Transferee Company and any additional shares issued to such trustees or Transferee Company by way of capitalisation or acquired by such trustees or Transferee Company in exercise of any right or option granted or arising by virtue of the holding of such shares or any of them or the membership thereby conferred
Sale	the sale of any part of the Equity Share Capital to any person resulting in that person together with any person acting in concert (within the meaning given in the City Code on Takeovers and Mergers as in force at the date of the adoption of these Articles) with such person holding more than 50% of the issued Equity Share Capital and for the purposes of these Articles, the persons who are holders of the 'A' Preferred Shares and Ordinary Shares at the date of adoption of these Articles shall not be deemed to be acting in concert with each other
share	a share in the capital of the Company of whatever class
Stockford	Stockford Limited, a company registered in England and Wales with number 0160609
Subscription Agreement	the subscription and shareholders' agreement dated on or about 29 th April 2008 and made between the Company and certain shareholders and investors, as supplemented and varied and assigned from time to time
Subscription Price	in relation to any share, the amount paid up or credited as paid up thereon (including the full amount of any premium at which such share was issued whether or not such premium is applied for any purpose thereafter) provided that the amount paid up on each of the Ordinary Shares shall for the purposes of these Articles be deemed to be £85.00 per share
Transferee Company	a company for the time being holding shares in consequence, directly or indirectly, of a transfer or series of transfers of shares between Members of the same Group (the relevant Transferor Company in the case of a series of such transfers being the first transferor in such series)

Transferor Company	a company (other than a Transferee Company) which has transferred or proposes to transfer shares to a Member of the same Group
Transfer Notice	a written notice given or deemed to be given to the Company by a member in respect of a transfer of his shares in the capital of the Company
Value	either: <ul style="list-style-type: none"> (a) in the event of a Listing, the aggregate value of all the issued Equity Share Capital at the placing or offer for sale price for Shares comprised within the issued Equity Share Capital after excluding from the Equity Share Capital for this purpose any new Shares to be issued by the Company at the time of the Listing and after having paid all Arrears of Preferred Dividends; or (b) in the event of a Sale, the aggregate value of all the issued Equity Share Capital calculated by reference to the price offered or value of the consideration to be paid by the proposed purchaser for the issued Equity Share Capital or part thereof the subject of the Sale after deducting an amount equal to any Arrears of Preferred Dividends.

2 Share Capital

2.1 Authorised Share Capital

The share capital of the Company at the date of adoption of these Articles is £400 divided into 20,000 'A' Preferred Shares and 20,000 Ordinary Shares.

2.2 'A' Preferred Shares

The 'A' Preferred Shares shall entitle the holders thereof to the following rights and be subject to the obligations below:

- (a) as regards dividend the Company shall, in priority to payment of any dividend to all other shareholders, pay to the holders of the 'A' Preferred Shares a special fixed cumulative preferential dividend at the rate of 8% per annum accruing on a daily basis on the Subscription Price for such shares, and payable conditionally either upon a return of assets pursuant to Article 2.2(b) or upon a Sale which in any such case attributes a Value to the Company of less than £1,750,000;
- (b) as regards capital:
 - on a return of capital or distribution of assets on a winding up or liquidation (voluntary or otherwise) or any other transaction having substantially the same economic effect as a liquidation (each a "Liquidation Event"), a reduction of capital or a Business Sale (except as waived with the prior consent of the holders of a Majority of the 'A' Preferred Shares) there shall be paid out of the surplus assets of the Company remaining after payment of its liabilities the following amounts in the following order of priority:

- (i) first, the holders of the 'A' Preferred Shares shall be entitled in respect of their 'A' Preferred Shares (in proportion to the number of such shares held by each of them), in priority to all other shareholders, to be paid the Subscription Price per share for the 'A' Preferred Shares pari passu and pro rata to the holdings of such shares held by them together with a sum equal to any Arrears calculated down to the date of the return of assets;
 - (ii) secondly, to the holders of the Ordinary Shares an amount equal to the Subscription Price for such Ordinary Shares pari passu and pro rata to their holdings of such shares; and
 - (iii) thereafter, in paying the balance of such surplus assets to the holders of the 'A' Preferred Shares and the Ordinary Shares pro rata and pari passu based on each holder's respective holding of such shares on an as converted basis such that references to the 'A' Preferred Shares include Ordinary Shares into which such 'A' Preferred Shares may have converted prior to the Liquidation Event, reduction of capital or Business Sale;
- (c) as regards voting in general meetings the holders of the 'A' Preferred Shares shall be entitled to receive notice of, to attend and to vote at, general meetings of the Company; every holder of 'A' Preferred 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 on a show of hands and on a poll every holder of 'A' Preferred Shares so present shall have one vote for each 'A' Preferred Share held by him (on an as converted basis);
- (d) in the event of a Sale (except as waived with the prior consent of the holders of a Majority of the 'A' Preferred Shares) the total of all and any cash and any other form of consideration received in respect of the shares that are the subject of the Sale shall be reallocated between the sellers of such shares so as to ensure the following order of application of the aggregate sale proceeds:
 - (i) first, in paying to the holders of the 'A' Preferred Shares in priority to all other shareholders the Subscription Price per share for such 'A' Preferred Shares together with any Arrears thereon pari passu and pro rata to their holdings of such shares;
 - (ii) secondly, in paying to the holders of the Ordinary Shares an amount equal to the Subscription Price for such Ordinary Shares pari passu and pro rata to their holdings of such shares; and
 - (iii) thirdly, in paying the balance of such proceeds to the sellers of the 'A' Preferred Shares and the Ordinary Shares pro rata and pari passu based on each holder's respective holding of such shares on an as converted basis such that references to 'A' Preferred Shares include Ordinary Shares into which such 'A' Preferred Shares may have converted prior to the Sale;
- (e) as regards conversion:
 - (i) (A) any holder of any 'A' Preferred Shares may give the Company not less than 5 days' written notice that the holder requires some or all of his

'A' Preferred Shares to be converted into and redesignated as Ordinary Shares; or

- (B) the 'A' Preferred Shares shall automatically be converted into and redesignated as Ordinary Shares:
- (i) upon and subject to the completion of a Listing, notice of which shall be given to the holders of the 'A' Preferred Shares by the Company at least 10 but not more than 60 days prior to the expected completion of the Listing, and such notice may designate the expected date of completion of the Listing as the date for conversion; or
 - (ii) immediately upon the receipt by the Company of the written request of the holders of a Majority of the 'A' Preferred Shares
- (ii) each holder of 'A' Preferred Shares shall be entitled, as a condition of conversion and redesignation (such condition to be capable of waiver by the holder) to all Arrears up to and including the Conversion Date and any further amounts due in respect of such shares;
- (iii) the Ordinary Shares arising on such conversion and redesignation shall rank pari passu with the Ordinary Shares then in issue and fully paid up and shall entitle the holders of the Ordinary Shares to all dividends and other distributions declared, made or paid on the Ordinary Shares by reference to any record date occurring after the Conversion Date;
- (iv) upon the Conversion Date, each holder of 'A' Preferred Shares shall deliver to the Company at its registered office the certificates for his 'A' Preferred Shares and upon such delivery there shall be issued to him a certificate for the number of Ordinary Shares resulting from the conversion and redesignation referred to in sub-paragraph (i) above together with a bank cheque for a sum equal to any Arrears and a balancing certificate for his remaining 'A' Preferred Shares (if any);
- (v) so long as 'A' Preferred Shares remain capable of being converted into and redesignated as Ordinary Shares then, if any bonus or rights issue or other offer or invitation is made by or on behalf of the Company to the holders of Ordinary Shares the Company shall make or, so far as it is able, procure that there shall be made a like bonus or rights issue, offer or invitation at the same time to each holder of 'A' Preferred Shares as if his conversion rights had been exercised in full on the record date for such issue, offer or invitation;
- (vi) the number of Ordinary Shares issuable in exchange for, or otherwise arising from conversion of the 'A' Preferred Shares held by each member upon a conversion pursuant to either of Articles 2.2(e)(i) (A) or (B) shall be determined in accordance with the following formula:

$$c \times n$$

Where $c =$ the 'A' Preferred Issue Price of such shares divided by the conversion price then in effect taking into account any adjustment pursuant to paragraph (vii) of this Article (the 'A' Preferred Conversion Price)

n= the number of such 'A' Preferred Shares then being converted by the Relevant Member.

The 'A' Preferred Conversion Price shall initially be the 'A' Preferred Issue Price but shall be subject to adjustment from time to time proportionately for bonus and capitalisation issues, sub-divisions or consolidations and other events affecting the Ordinary Shares, and as hereinafter provided;

- (vii) subject to paragraphs (A) to (E) below, if and whenever the Company shall issue shares for an issue price (the "New Issue Price") per share (whether in cash or kind) less than the 'A' Preferred Conversion Price then in effect (other than dividends payable on such shares), or shall issue any options, warrants or other rights for the purchase of such shares at a consideration per share of less than the 'A' Preferred Conversion Price then in effect, the relevant 'A' Preferred Conversion Price in effect immediately prior to such issue shall be adjusted to equal the New Issue Price. The 'A' Preferred Conversion Price will not be adjusted for:
 - (A) the issue of any shares upon the conversion of any shares in issue on the date of adoption of these Articles;
 - (B) the future issue of shares or share options to employees, consultants or directors which are approved by the Board pursuant to any employee share option scheme or other equity incentive arrangement of the Company from time to time approved by the holders of a Majority of the 'A' Preferred Shares;
 - (C) a Listing;
 - (D) the issue of any shares in connection with any merger or acquisition which is approved by the holders of a Majority of 'A' Preferred Shares; and
 - (E) the issue of any shares if holders of a Majority of the 'A' Preferred Shares agree that such shares shall not constitute a dilutive issue;
- (viii) upon any adjustment of the 'A' Preferred Conversion Price, the Company shall give written notice thereof by first-class mail, postage prepaid, addressed to the registered holders of 'A' Preferred Shares, at the addresses of such holders which notice shall state the 'A' Preferred Conversion Price, resulting from such adjustment and the increase or decrease, if any, in the number of shares receivable at such price upon the conversion of 'A' Preferred Shares, setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based. In the event of any dispute as to the proper calculation of the 'A' Preferred Conversion Price, the determination of the Auditors as to any such dispute shall be final and binding, save in the event of manifest error;
- (ix) subject to the provisions of Article 2.2(b) regarding liquidation rights, if any reorganisation, reclassification or consolidation of the shares of the Company or Sale shall be effected in such a way that holders of 'A' Preferred Shares shall be entitled to receive shares or assets with respect to or in exchange for 'A' Preferred Shares, then, as a condition of such reorganisation, reclassification, consolidation or Sale, lawful and adequate provision shall be made whereby the holders of 'A' Preferred Shares shall thereafter have the

right to receive, in lieu of Ordinary Shares of the Company immediately theretofore receivable upon the conversion of such 'A' Preferred Shares, such shares or assets as may be issued or payable with respect to or in exchange for a number of issued Ordinary Shares equal to the number of Ordinary Shares immediately theretofore receivable upon the conversion of such 'A' Preferred Shares had such reorganisation, reclassification, consolidation or Sale not taken place; provided that (i) in any such case appropriate provision shall be made to preserve the rights and interests of the holders of the 'A' Preferred Shares, so that the provisions hereof (including without limitation the provisions pertaining to income and capital and for adjustments to the 'A' Preferred Conversion Price and of the number of Ordinary Shares receivable upon the conversion of such 'A' Preferred Shares) shall thereafter be applicable, as nearly as may be, in relation to any shares or non-cash assets receivable on a Sale, reorganisation, reclassification or consolidation and (ii) in any transaction involving a Sale the consideration paid shall be distributed to the shareholders as if the provisions of Article 2.2(b) applied to such Sale. The Company shall not effect any such reorganisation, reclassification, consolidation or Sale unless prior to the consummation thereof the company resulting from such consolidation or the company purchasing Shares shall assume by written instrument (in a form and content approved by the holders of a Majority of the 'A' Preferred Shares) executed and sent to the registered holders of the 'A' Preferred Shares at the last address of such holders appearing on the books of the Company, the obligation to deliver to such holders such shares or assets as, in accordance with the foregoing provisions, such holders may be entitled to receive; and

- (x) conversion shall be effected by a re-designation and re-classification of the relevant shares or such other method (including a bonus capitalisation issue) as the Directors consider appropriate, subject to the consent of the holders of a Majority of the 'A' Preferred Shares.

- (f) as regards the right to appoint a Director:

the holders of a Majority of the 'A' Preferred Shares shall have the right, by notice in writing signed by them and delivered to the registered office of the Company, to appoint one person nominated by them as a non-executive Director of the Company and to remove from office any person so appointed and, upon him ceasing to hold office for any reason whatever, to reappoint him or to appoint another person in his place. In the event that any resolution put to a general meeting of the Company is one which directly or indirectly varies, modifies, alters or abrogates the right of the holders of a Majority of 'A' Preferred Shares contained in this Article 2.2(f), such holders shall on a poll be entitled to 100 (one hundred) votes for each 'A' Preferred Share held;

2.3 Ordinary Shares

The Ordinary Shares shall entitle the holders thereof to the following rights:

- (a) as regards dividend:

after making all necessary provisions for payment in any financial year of the Preferred Dividend (including Arrears of each of the same in respect of any period) and for redemption of the 'A' Preferred Shares the Company shall apply any profits which the Directors resolve thereafter to distribute in paying any balance of such profits to the

holders of the 'A' Preferred Shares and the Ordinary Shares in respect of their holdings of such shares *pari passu* and *pro rata* to the number of such shares held by each of them;

(b) as regards capital:

on a Liquidation Event, a reduction of capital or a Business Sale (except as waived with the prior written consent of the holders of a Majority of the 'A' Preferred Shares), the holders of the Ordinary Shares shall, subject to the rights of the holders of the 'A' Preferred Shares to receive the Subscription Price and all Arrears thereon be entitled (in proportion to the number of Ordinary Shares held by each of them) to be paid out of the surplus assets of the Company remaining after payment of its liabilities an amount equal to the Subscription Price for such Ordinary Shares *pari passu* and *pro rata* to the holdings of such shares and thereafter to share in any balance *pari passu* with the holders of the 'A' Preferred Shares *pro rata* based on each holder's respective holding on an as converted basis;

(c) as regards voting in general meetings each holder of Ordinary Shares shall be entitled to receive notice of and to attend at general meetings of the Company and shall be entitled to vote at, general meetings of the Company; on a show of hands every holder of Ordinary Shares who is entitled to vote and 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 and on a poll every holder of Ordinary Shares who is entitled to vote and who is so present shall have one vote for each Ordinary Share held by him.

2.4 Unless the Company is prohibited by law, the Preferred Dividend shall (notwithstanding Regulations 102 to 108 inclusive or any provision of these Articles and in particular notwithstanding that there has not been a recommendation of the Directors or resolution of the Company in general meeting) be paid immediately on the due date and if not then paid shall be a debt due by the Company and be payable in priority to any other dividend.

2.5 The Company shall procure that each of its subsidiaries and, so far as it is able, each of its subsidiary undertakings which has profits available for distribution shall from time to time declare and pay to the Company such dividends to the extent possible as are necessary to permit lawful and prompt payment by the Company of the Preferred Dividend, any Arrears and amounts due under Article 2.4 and the lawful and prompt redemption of the Preferred Shares in accordance with these Articles.

3 Issue of shares and pre-emption on issue

3.1 Subject to the provisions of the Act, Article 3.2 and the Subscription Agreement, all unissued shares shall be at the disposal of the Directors and they may allot, grant rights, options or warrants to subscribe or otherwise dispose of them to such persons, at such times, and on such terms as they think proper.

3.2 Except in the case of a Permitted Share Issue, any unissued shares ("New Shares") or any rights to or in respect thereof shall not be allotted or issued to any person unless the Company has, in the first instance offered such New Shares or rights to all holders of the Equity Share Capital on a *pro rata* basis on the terms that in case of competition the New Shares shall be allotted to the acceptors of any such offer in proportion (as nearly as may be without involving fractions or increasing the number allotted to any member beyond that applied for by him) to their existing holdings of Equity Share Capital. Such offer:

(a) shall stipulate a time not exceeding 21 days within which it must be accepted or in default will lapse; and

- (b) may stipulate that any members who desire to subscribe for a number of New Shares in excess of the proportion to which each is entitled shall in their acceptance state how many excess New Shares they wish to subscribe for and any shares not accepted by other members shall be used for satisfying the requests for excess New Shares pro rata to the existing shares respectively held by such members making such requests and thereafter, such New Shares shall be offered to any other person at the same price and on the same terms as the offer to members.

4 Transfer of Shares – Permitted Transfers

4.1 Subject to the provisions of Regulation 24 any shares (other than any shares in respect of which the holder shall have been required by the Directors under these Articles to give a Transfer Notice or shall have been deemed to have given a Transfer Notice) may at any time be transferred:

- (a) to any person with the prior consent in writing of holders of a Majority of the 'A' Preferred Shares (which consent may be granted unconditionally or subject to terms or conditions and in the latter case any share so transferred shall be held subject to such terms and conditions notified in writing to the transferee prior to registration of the transfer); or
- (b) by any individual member (not being in relation to the shares concerned a holder thereof as a trustee of any Family Trusts) to a Privileged Relation of such member; or
- (c) by any such individual member to trustees to be held upon Family Trusts related to such individual member; or
- (d) by any member being a company (not being in relation to the shares concerned a holder thereof as a trustee of any Family Trusts) to a Member of the same Group as the Transferor Company; or
- (e) by any person entitled to shares in consequence of the death or bankruptcy of an individual member to any person or trustee to whom such individual member, if not dead or bankrupt, would be permitted hereunder to transfer the same; or
- (f) by any Investment Fund or by its trustee, custodian or nominee:
 - (i) to any trustee, nominee or custodian for any of the Investment Fund and vice versa;
 - (ii) upon a solvent reorganisation of the Investment Fund or a general distribution in specie by the Investment Fund to any unitholder, limited partner, participant, manager or adviser (or an employee, director, consultant, shareholder or partner of such manager or adviser) in the Investment Fund;
 - (iii) to any other Investment Fund, or its trustee, nominee or custodian, managed or advised by the same manager or adviser (or an employee, director, consultant, shareholder or partner of such manager or adviser) as the relevant Investment Fund;
- (g) to a trustee, nominee, custodian, Family Trust or Privileged Relation or to a Member of the same Group of any of the persons referred to in sub-paragraphs (i), (ii) or (iii) of paragraph (f) above of this Article 4.1; or

4.2 Where shares have been issued to trustees of Family Trusts or transferred under Article 4.1 or under paragraphs (a) or (b) of this Article to trustees of Family Trusts, the trustees and their successors in office may (subject to the provisions of Article 4.1) transfer all or any of the Relevant Shares:

- (a) to the trustees for the time being of the Family Trust concerned on any change of trustees;
- (b) to the trustees for the time being of any other trusts being Family Trusts in relation to the same individual member or deceased or former member pursuant to the terms of such Family Trusts or to any discretion vested in the trustees thereof or any other person; or
- (c) to the Relevant Member or former member or any Privileged Relation of the Relevant Member or deceased or former member who has thereby become entitled to the shares proposed to be transferred on the total or partial termination of or pursuant to the terms of the Family Trusts concerned or in consequence of the exercise of any such power or discretion as aforesaid.

4.3 If and whenever any of the Relevant Shares come to be held otherwise than upon Family Trusts, except in circumstances where a transfer thereof is authorised pursuant to Article 4.2 to be and is to be made to the person or persons entitled thereto, it shall be the duty of the trustees holding such shares to notify the Directors in writing that such event has occurred and the trustees shall be bound, if and when required in writing by the Directors so to do, to give a Transfer Notice in respect of the shares concerned.

4.4 If a person to whom shares have been transferred pursuant to Article 4.1(b) shall cease to be a Privileged Relation, such person shall be bound, if and when required in writing by the Directors so to do, to give a Transfer Notice in respect of the shares concerned.

4.5 If a Transferee Company ceases to be a Member of the same Group as the Transferor Company from which (whether directly or by a series of transfers under Article 4.1(d)) the Relevant Shares derived, it shall be the duty of the Transferee Company to notify the Directors in writing that such event has occurred and (unless the Relevant Shares are thereupon transferred to the Transferor Company or a Member of the same Group as the Transferor Company, any such transfer being deemed to be authorised under the foregoing provisions of this Article) the Transferee Company shall be bound, if and when required in writing by the Directors so to do, to give a Transfer Notice in respect of the Relevant Shares.

4.6 For the avoidance of doubt, any change in the partners, participants, shareholders, unitholders (or any other interests) in any member which is an Investment Fund shall not be regarded as a transfer of shares or any interest in shares for the purposes of these Articles.

5 Pre-emption on Transfer

5.1 Except in the case of a Permitted Transfer or a transfer pursuant to Article 6.2 or Article 9.3, the right to transfer shares or any interest in shares in the Company shall be subject to the following restrictions and provisions. References in this Article 5 to transferring shares or Sale Shares shall include any interest in and grant of contractual rights or options over or in respect of shares.

5.2 Any person ("the Proposing Transferor") proposing to transfer any shares in the capital of the Company ("the Sale Shares") shall be required before effecting, or purporting to effect the transfer, to give a notice in writing to the Company (a "Transfer Notice") that he desires to transfer the Sale Shares and shall state in the Transfer Notice the identity of the person (if known) to whom the Proposing Transferor desires to transfer the beneficial interest in the Sale Shares. The Transfer Notice shall constitute the Company as his agent for the sale of the Sale Shares (together with all rights then attached thereto) at the Prescribed Price (as determined in accordance with Articles 5.3 and/or 5.4) during the Prescribed Period (as defined in Article 5.5) to any member or to any other person selected or approved by the Directors on the basis set out in the following provisions of these Articles and shall include such other details of the proposed transfer as the Directors may in

their absolute discretion determine and shall not be revocable except with the consent of the Directors.

- 5.3 The Prescribed Price (subject to the deduction therefrom of any dividend or other distribution where the Prescribed Price has been agreed with the Directors prior to the payment of any such dividend or other distribution declared or made after such agreement and prior to the date on which the Transfer Notice was given (or deemed to have been given) ("the Notice Date")) shall be whichever is applicable of:
- (a) the price per Sale Share agreed not more than one month before the Notice Date between the Proposing Transferor and the Directors as representing the market value thereof; or
 - (b) if no such agreement has been reached by the Notice Date, the price contained in a bona fide offer received from a third party by the Proposing Transferor not more than one month before the Notice Date and which remains open for acceptance in respect of the Sale Shares until at least seven days after the last date for compliance with the pre-emption provisions contained in this Article 5 (but subject to the right of the Directors to satisfy themselves that such offer is bona fide, for the consideration stated in the offer without any deduction, rebate or allowance whatsoever to the purchaser or other arrangement or agreement and so open for acceptance).
- 5.4 If, prior to the Notice Date, the Prescribed Price shall not have been agreed or determined in accordance with Article 5.3 or if the Transfer Notice has been given (or deemed to have been given) because of a requirement to do so by virtue of any provision of these Articles other than this Article 5, upon the giving of the Transfer Notice the Directors shall refer the matter to the Auditors and the Auditors shall determine and certify the sum per share considered in their opinion to be the market value thereof as at the Notice Date ignoring any discount or premium (as the case may be) for any Sale Shares which represent a minority or a majority of the Equity Share Capital and the sum per share so determined and certified shall be the Prescribed Price. The Auditors shall act hereunder at the cost and expense of the Company as experts and not as arbitrators and their determination shall be final and binding on all persons concerned and, in the absence of fraud, they shall be under no liability to any such person by reason of their determination or certificate or by anything done or omitted to be done by them for the purpose thereof or in connection therewith.
- 5.5 If the Prescribed Price was agreed as provided in Article 5.3, the Prescribed Period shall commence on the Notice Date and expire 12 weeks thereafter. If the Prescribed Price is to be determined in accordance with Article 5.4, the Prescribed Period shall commence on the Notice Date and shall expire two months after the date on which the Auditors shall have notified the Directors of their determination of the Prescribed Price. Pending such determination, the Directors shall defer the making of the offer mentioned in Article 5.6.
- 5.6 All shares included in any Transfer Notice shall by notice in writing be offered by the Company forthwith on receipt (subject to Article 5.5) of the relative Transfer Notice to all members (other than the holder of the Sale Shares) for purchase at the Prescribed Price on the terms that in case of competition the Sale Shares shall be sold to the acceptors in proportion (as nearly as may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holdings of shares. Such offer:
- (a) shall stipulate a time not exceeding 28 days within which it must be accepted or in default will lapse; and
 - (b) may stipulate that any members who desire to purchase a number of Sale Shares in excess of the proportion to which each is entitled shall in their acceptance state how

many excess Sale Shares they wish to purchase and any shares not accepted by other members shall be used for satisfying the requests for excess Sale Shares pro rata to the existing shares held by such members making such requests.

- 5.7 Any shares not accepted by any of the members pursuant to the foregoing provisions of these Articles by the end of the period set out in Article 5.6 may be offered by the Directors to such persons as they may think fit for purchase at the Prescribed Price.
- 5.8 If the Company shall within the Prescribed Period find members or such other persons as aforesaid (each such person being hereinafter called "a Purchaser") to purchase the Sale Shares or any of them and gives notice in writing thereof to the Proposing Transferor he shall be bound, upon payment to him of the Prescribed Price, to transfer such shares to the respective Purchaser(s), provided that, if the Transfer Notice shall state that the Proposing Transferor is not willing to transfer some only of the Sale Shares (which he shall not be entitled to do if he is required by virtue of any provision of these Articles other than this Article 5 to give a Transfer Notice), this provision shall not apply unless the Company shall have found Purchasers for all of the Sale Shares. Every notice given by the Company under this Article 5.8 shall state the name and address of each Purchaser and the number of Sale Shares agreed to be purchased by him and the purchase shall be completed at a place and time to be appointed by the Directors not being less than three days nor more than ten days after the date of the notice.
- 5.9 If a Proposing Transferor shall fail or refuse to transfer any Sale Shares to a Purchaser(s) hereunder the Directors may authorise some person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money in trust for the Proposing Transferor and cause the Purchaser(s) to be registered as the holder of such shares. The receipt of the Company for the purchase money shall constitute a good discharge to the Purchaser(s) (who shall not be bound to see to the application thereof) and after the Purchaser(s) has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person. The Company shall not pay the purchase money to the Proposing Transferor until he shall have delivered his share certificate(s) or a suitable indemnity and the necessary transfers to the Company.
- 5.10 If the Company shall not within the Prescribed Period find Purchasers willing to purchase any or all of the Sale Shares and gives notice in writing thereof to the Proposing Transferor, or if the Company shall within the Prescribed Period give to the Proposing Transferor notice in writing that the Company has no prospect of finding Purchasers, the Proposing Transferor at any time during a period of 45 days after the end of the Prescribed Period shall be at liberty (subject only to the provisions of Regulation 24 and any relevant restrictions in the Subscription Agreement) to transfer those Sale Shares for which the Company has not within the Prescribed Period given notice that it has found (or has given notice that it has no prospect of finding) Purchasers to any person by way of a bona fide sale at any price not being less than the Prescribed Price (after deducting, where appropriate, any dividend or other distribution declared or made after the date of the Transfer Notice and to be retained by the Proposing Transferor) provided that:
- (a) if the Transfer Notice shall state that the Proposing Transferor is not willing to transfer part only of the Sale Shares he shall only be entitled to transfer all the unsold Sale Shares under this Article; and
 - (b) the Directors may require to be satisfied that the Sale Shares are being transferred under this Article pursuant to a bona fide sale for the consideration stated in the Transfer Notice without any deduction, rebate or allowance whatsoever to the purchaser and if not so satisfied may refuse to register the instrument of transfer.

6 Tag-along and Drag-along rights

Tag-Along

6.1 In the case of any transfer (not being a Permitted Transfer) of Sale Shares by a Relevant Member or any member who shall have acquired shares directly or indirectly from him pursuant to one or more Permitted Transfers (including where such shares were subscribed by such member and that member would have been entitled to receive a Permitted Transfer from such Relevant Member or any of his Permitted Transferees), the Proposing Transferor will not sell any such Sale Shares under this Article 6.1 unless the proposed purchaser(s) of such shares in relation to each holder of 'A' Preferred Shares:

- (a) shall have offered to purchase from each such other holder (at the Prescribed Price) such proportion of each class of the Equity Share Capital held by each such other holder as is equal to the proportion which the Equity Share Capital being sold by the Proposing Transferor under this Article bears to the total holding of Equity Share Capital (including the shares to be sold) held by the Proposing Transferor; and
- (b) shall, in respect of any holder of shares which wishes to take up the offer referred to in paragraph (a) above, acquire from such holder the shares in question at the Prescribed Price simultaneously with the acquisition from the Proposing Transferor of the Sale Shares to be sold.

If Paul Ashford and aggregating with his holding for this purpose the shares held by any member who shall have acquired shares directly or indirectly from him pursuant to one or more Permitted Transfers (including where such shares were subscribed by such member and that member would have been entitled to receive a Permitted Transfer from Paul Ashford or any of his Permitted Transferees), would as a result of a proposed transfer reduce his (and including such members) shareholdings below 26 per cent in nominal amount of the issued Equity Share Capital the above provisions of Article 6.1(a) and (b) shall apply in modified form so that the offer referred to in subparagraph (a) of this Article shall be made in respect of all the Equity Share Capital and upon acceptance of any such offer the sale of all the shares which are the subject of the offer by the offeror shall be treated as a "Sale" for the purposes of Article 2.2(e) which shall accordingly apply to the offer.

Drag-along

6.2 If at any time the holder(s) of at least (a) 70% of the issued Equity Share Capital and (b) a majority of the issued 'A' Preferred Shares (for the purposes of these Articles 6.2 to 6.5 (inclusive) ("the Seller")) intend(s) to sell all of its or their shares (or any interest in such shares) (the shares to be sold by the Seller being referred to as "Selling Shares") to a proposed purchaser(s) ("the Proposed Purchaser") who has made a bona fide offer on arm's length terms for the entire issued Equity Share Capital, the Seller shall have the right to give to the Company not less than 14 days' advance notice before selling the Selling Shares. That notice ("the Selling Notice") will include details of the Selling Shares and the proposed price for each Selling Share to be paid by the Proposed Purchaser, details of the Proposed Purchaser, the place, date and time of completion of the proposed purchase (being a date not less than 14 days from the date of the Selling Notice) ("Completion") and the terms and conditions of the offer which will be extended to the other shareholders for their shares (which for the avoidance of doubt may differ to those offered to the Seller, and may require certain shareholders to provide warranties to the Proposed Purchaser).

6.3 Immediately upon receipt of the Selling Notice, the Company shall give notice in writing (a "Compulsory Sale Notice") to each of the members (other than the Seller) (the "Other Members")

giving the details contained in the Selling Notice, requiring each of them to sell to the Proposed Purchaser at Completion all of their holdings of shares on the terms contained in the Selling Notice.

- 6.4 Each member who is given a Compulsory Sale Notice shall sell all of his shares referred to in the Compulsory Sale Notice at the highest price for the same class per Selling Share to be sold to the Proposed Purchaser on Completion by the Seller and on the terms set out in the Selling Notice. For these purposes only all shares in the Equity Share Capital shall be regarded as forming a single class of share.
- 6.5 If any of the member(s) ("the Defaulting Member(s)") fails to comply with the terms of a Compulsory Sale Notice given to him, the Company shall be constituted the agent of each Defaulting Member for the sale of his shares in accordance with the Compulsory Sale Notice (together with all rights then attached thereto) and the Directors may authorise some person to execute and deliver on behalf of each Defaulting Member the necessary transfer(s) and the Company may receive the purchase money in trust for each of the Defaulting Members and cause the Proposed Purchaser to be registered as the holder of such shares. The receipt of the Company for the purchase money, pursuant to such transfers, shall constitute a good and valid discharge to the Proposed Purchaser (who shall not be bound to see to the application thereof) and after the Proposed Purchaser has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person. The Company shall not pay the purchase money due to the Defaulting Member(s) until he shall, in respect of the shares being the subject of the Compulsory Sale Notice, have delivered his share certificates or a suitable indemnity and the necessary transfers to the Company. No member shall be required to comply with a Compulsory Sale Notice unless the Seller shall sell the Selling Shares to the Proposed Purchaser on Completion, subject at all times to the Seller being able to withdraw the Selling Notice at any time prior to Completion by giving notice to the Company to that effect, whereupon each Compulsory Transfer Notice shall cease to have effect.

7 Bare Nominees

For the avoidance of doubt and without limitation, no share (other than any share so held on the date of adoption of these Articles) shall be held by any member as a bare nominee for, and no interest in any share shall be sold to, any person unless a transfer of such share to such person would rank as a Permitted Transfer. If the foregoing provision shall be infringed the holder of such share shall be bound to give a Transfer Notice in respect thereof.

8 Compulsory Transfers - General

- 8.1 A person entitled to a share in consequence of the bankruptcy of a member shall be bound at any time, if and when required in writing by the Directors so to do, to give a Transfer Notice in respect of such share and the price per share shall be the lower of cost and market value as determined in accordance with Article 5.
- 8.2 If a share remains registered in the name of a deceased member for longer than one year after the date of his death, the Directors may require the legal personal representatives of such deceased member either to effect a transfer of such shares (including for such purpose an election to be registered in respect thereof) being a Permitted Transfer or to show to the satisfaction of the Directors that a Permitted Transfer will be effected before or promptly upon the completion of the administration of the estate of the deceased member or (failing compliance with either of the foregoing within one month or such longer period as the Directors may allow for the purpose) to give a Transfer Notice in respect of such share.
- 8.3 If a member holding Ordinary Shares which is a company or a Permitted Transferee of such member, either suffers or resolves for the appointment of a liquidator, administrator or

administrative receiver over it or any material part of its assets, such member or Permitted Transferee shall forthwith at the request of the Directors be required to give a Transfer Notice in respect of all of the shares held by such member and/or such Permitted Transferee.

- 8.4 If there is a change in control (as control is defined in section 840 of the Income and Corporation Taxes Act 1988) of any member holding Ordinary Shares which is a company or a Permitted Transferee of such a member (other than any member which is an Investment Fund or nominee or custodian for an Investment Fund), it and each of its Permitted Transferees shall be bound at any time, if and when required in writing by the Directors so to do, to give (or procure the giving in the case of a nominee) a Transfer Notice in respect of all the shares registered in its and their names and their respective nominees' names.

9 Information concerning shareholdings and transfers

- 9.1 For the purpose of ensuring that a transfer of shares is a Permitted Transfer or that no circumstances have arisen whereby a Transfer Notice is or may be required to be given hereunder or to be satisfied that any proposed sale is bona fide and on the terms stated in the Transfer Notice with no rebate or allowance, the Directors may from time to time require any member or the legal personal representatives of any deceased member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Directors may think fit regarding any matter which they may deem relevant for such purpose. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after such requirement being made, the Directors shall be entitled to refuse to register the transfer in question or (if no transfer is in question) to require by notice in writing that a Transfer Notice be given in accordance with Article 5 in respect of the shares concerned.
- 9.2 In a case where the Directors have duly required a Transfer Notice to be given in respect of any shares and such Transfer Notice is not duly given within a period of one month, or such longer period as the Directors may allow for the purpose, such Transfer Notice shall (except and to the extent that a Permitted Transfer of any of such shares shall have been made) be deemed to have been given on such date after the expiration of the said period as the Directors may by resolution determine and the foregoing provisions of these Articles shall take effect accordingly.
- 9.3 From (and including) the date on which the Directors have duly required a Transfer Notice(s), all holders of shares the subject of such Transfer Notice(s) shall not transfer or encumber any of their shares or any interest in their shares (other than pursuant to such Transfer Notice(s)) until all proceedings pursuant to such Transfer Notice(s) have been finalised in accordance with these Articles.

10 Proceedings at General Meetings

- 10.1 A poll may be demanded at any general meeting by the chairman or by any member present in person or by proxy and entitled to vote. Regulation 46 shall be modified accordingly.

11 Alternate Directors

- 11.1 Any Director (other than an alternate Director) may at any time by writing under his hand and served on the Company at its registered office, or delivered at a meeting of the Directors, appoint any other Director, or any other person approved by resolution of the Directors and willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him. The same person may be appointed as the alternate Director of more than one Director.
- 11.2 An alternate Director shall be entitled:

- (a) to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member, save that it shall not be necessary to give notice of such meeting to an alternate Director who is absent from the United Kingdom;
- (b) to attend, be counted in the quorum for and vote at any such meeting at which the Director appointing him is not personally present; and
- (c) generally at such meeting to perform all the functions of his appointor as a Director in his absence.

If an alternate Director is himself a Director or attends any such meeting as an alternate Director for more than one Director, then his voting rights shall be cumulative.

- 11.3 An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director; but, if a Director retires but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate Director made by him which was in force immediately prior to his retirement shall continue after his reappointment.
- 11.4 Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.
- 11.5 An alternate Director shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him, except in relation to matters in which he acted (or failed to act) on the direction or at the request of his appointor.
- 11.6 Save as otherwise provided in these Articles, an alternate Director shall not have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles. However, such an alternate Director shall owe the Company the same fiduciary duties and duty of care and skill in the performance of his office as are owed by a Director.
- 11.7 An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.
- 11.8 Regulations 65 to 69 shall not apply.

12 Directors

- 12.1 The Directors shall not be subject to retirement by rotation. Regulations 73 to 75 and the last two sentences of Regulation 79 shall not apply and Regulations 76, 77, 78 and 80 shall be modified accordingly.
- 12.2 Without prejudice to the first sentence of Regulation 89, a meeting of the Directors or of a committee of the Directors may consist of a conference between directors who are not all in one place, but where each is able (directly or by telephonic communication) to speak to each of the others, and to be heard by each of the others simultaneously; and the word "meeting" in these Articles shall be construed accordingly. For a meeting to be quorate it must include the Director holding office pursuant to Article 2.2(f) unless he has not been appointed or shall have waived this requirement in writing and no matters shall be considered or resolved at the meeting in his absence except those identified in the notice convening the meeting or in appended Board or committee papers as the case may be. If notice is duly given of a Board or such committee meeting and the meeting is inquorate due to the non-attendance of such Director, the meeting may be re-convened for a date and time being not less than seven days after the first meeting and at such re-convened

meeting the quorum shall be any two Directors in the notice or appended Board papers sent to the Directors for the first meeting.

- 12.3 A resolution in writing signed, or approved by email or facsimile, by the requisite number of directors shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held and may consist of several documents in the like form each signed or approved by one or more Directors; but a resolution signed or approved by an alternate Director need not also be signed or approved by his appointor and, if it is signed or approved by a Director who has appointed an alternate Director, it need not be signed or approved by the alternate Director in that capacity. Regulation 93 shall not apply.
- 12.4 A Director may vote at a meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company. Regulation 94 shall be modified accordingly, provided that he has disclosed to the Directors the nature and extent of any material interest or duty.
- 12.5 In the case of an equality of votes at a meeting of the Directors, the chairman of the Company shall not have a second or casting vote. Regulation 88 shall be modified accordingly.
- 12.6 The office of a Director shall be vacated if he shall be removed from office by notice in writing served upon him signed by a majority of his co-Directors but so that if he holds an appointment to an executive office which thereby automatically determines, such removal shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of contract of service or otherwise between him and the Company.
- 12.7 Subject to Article 12.6 the majority of the Directors shall have the right to appoint further director(s) of the Company, subject to a maximum number of four Directors or such higher number approved by the holders of a Majority of the 'A' Preferred Shares.

13 Notices and Communication

- 13.1 Notices shall be given to a member whose registered address is outside the United Kingdom. Regulation 112 shall be modified accordingly.
- 13.2 Subject to the Articles:
- (a) anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information to be sent or supplied by or to the Company for the purposes of the Companies Acts, and
 - (b) any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 13.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.
- 13.4 Anything sent to a shareholder under the Articles may be sent to that shareholder's address as registered in the register of members, unless –
- (a) the shareholder and the Company have agreed that another means of communication is to be used, and

- (b) the shareholder has supplied the Company with the information it needs in order to be able to use that other means of communication.

13.5 Any notice or document sent to a director may be sent to that director's address and registered in the register of directors, unless –

- (a) the director and the Company have agreed that another means of communication is to be used, and
- (b) the director has supplied the Company with the information it needs in order to be able to use that other means of communication.

14 Indemnity

14.1 Without prejudice to any indemnity to which such officer may otherwise be entitled, every Director, Auditor, Secretary or other officer of the Company shall be indemnified by the Company against all costs, charges, losses, expenses, and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court. Regulation 118 shall not apply.

14.2 The Company may purchase and maintain for any Director, Secretary or other officer of the Company insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.