

**WRITTEN RESOLUTIONS
COMPANIES ACT 2006**

We hereby certify this to be
a true copy of the original
Berwin Leighton Paisner LLP
Berwin Leighton Paisner LLP
Adelaide House
London Bridge
London EC4R 9HA

Company number: 005221471

Company name: AQUALISA GROUP LIMITED (the "Company")

The following resolutions were agreed and passed by the members of the Company with paragraphs 1, 3 and 4 and 5 as special resolutions and paragraph 2 as an ordinary resolution.

On the second day of April 2010

1 RE-DESIGNATION OF SHARE CAPITAL

That the authorised and issued 171,945 B Ordinary Shares of £1 each and the 12,176 C Ordinary Shares of £1 each in the capital of the Company be converted into and re-designated as 184,121 Deferred Shares of £1 each in the capital of the Company.

2 INCREASE SHARE CAPITAL

That the authorised share capital of the Company be increased from £1,052,940 to £1,053,247 38063 by the creation of 30,737,063 B Ordinary Shares of £0.00001 each and 1,000 C Ordinary Shares of £0 00001 each. Each class of shares having the right and restrictions set out in the articles of association to be adopted by the Company pursuant to resolution number 5 below.

3 DIRECTORS AUTHORITY TO ALLOT

That the directors of the Company be empowered to allot shares in the Company with a nominal value of £0 00001 each up to a maximum aggregate nominal amount of £307.38063 such authority to expire on the date that is 5 years after the date hereof

4 DIS-APPLICATION OF PRE-EMPTION RIGHTS

That subject to and conditional on the passing of resolution number 5, the directors of the Company be empowered to allot shares pursuant to the authority conferred by resolution number 3 as if Section 561 of Companies Act 2006 and the pre-emption rights under the existing articles of association of the Company did not apply to such allotment.

5 ADOPTION OF NEW ARTICLES OF ASSOCIATION

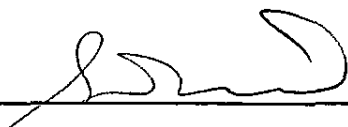
That the articles of association contained in the printed document initialled by a director of the Company for the purpose of identification be and the same are approved and adopted as the articles of association of the Company in substitution for and to the exclusion of all the existing articles of association of the Company.



Signed:

Director

Aqualisa Group Limited

A handwritten signature in black ink, consisting of a series of loops and strokes, positioned above a horizontal line.

We hereby certify this to be
a true copy of the original
berwin leighton paisner LLP
Berwin Leighton Paisner LLP
Adelaide House
London Bridge
London EC4R 9HA

Articles of association

Aqualisa Group Limited

Company number 5221471

Date of incorporation: 3 September 2004

Adopted by special resolution passed on 2 April 2010

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No: 5221471

The Companies Act 1985 to 2006

Private company limited by shares

Articles of Association

of

Aqualisa Group Limited

(the "Company")

(as adopted by special resolution passed on 2 April 2010)

1 Preliminary

1.1 Except as otherwise provided in these Articles, the regulations contained or incorporated in Table A shall apply to the Company.

1.2 These Articles and the regulations incorporated in them shall take effect subject to the requirements of the Act and of every other statute for the time being in force affecting the Company.

1.3 In these Articles, unless the context otherwise requires, the following words and expressions shall have the following meanings:

<i>2004 Loan Stock</i>	the £30,737,063 guaranteed secured subordinated loan stock of the Company constituted by the 2004 Loan Stock Instrument or the nominal amount of that stock for the time being issued and outstanding or as the context may require a specific portion of that stock,
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<i>2004 Loan Stock Instrument</i>	the instrument executed by way of deed poll by the Company dated 22 October 2004 pursuant to which the 2004 Loan Stock is constituted;
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<i>2004 Loan Stock Holders</i>	means the holders of the 2004 Loan Stock;
<i>2009 Loan Stock</i>	the £7,200,000 guaranteed secured subordinated loan stock of the Company constituted by the 2009 Loan Stock Instrument or the nominal amount of that stock for the time being issued and outstanding or as the context may require a specific portion of that stock;
<i>Act</i>	means the Companies Act 2006 as amended from time to time;
<i>2009 Loan Stock Instrument</i>	the instrument executed by way of deed poll by the Company dated 16 April 2009 pursuant to which the 2009 Loan Stock are constituted;
<i>A Ordinary Shareholders</i>	the holders of the A Ordinary Shares from time to time;
<i>A Ordinary Shares</i>	the A ordinary shares of £1 each in the capital of the Company;
<i>Auditor</i>	the auditors of the Company from time to time;
<i>B Deferred Shares</i>	the B deferred shares of £0.00001 each in the capital of the Company,
<i>B Ordinary Shareholders</i>	the holders of the B Ordinary Shares from time to time,
<i>B Ordinary Shares</i>	the B ordinary shares of £0.00001 each in the capital of the Company;
<i>Board</i>	the board of Directors of the Company;
<i>Business Day</i>	any day from Monday to Friday (inclusive) other than United Kingdom public bank holidays,
<i>C Ordinary Shareholders</i>	the holders of the C Ordinary Shares from time to time;
<i>C Ordinary Shares</i>	the C ordinary shares of £0 00001 each in the capital of the Company;
<i>Chairman</i>	the Chairman for the time being of the Board,

<i>Controller</i>	for the purposes of Articles 7 and 14.1, in relation to a corporate member a person who has the power or ability to direct the management or the policies of the corporate member, whether through the ownership of voting capital, by contract or otherwise,
<i>Controlling Interest</i>	an interest in shares conferring in aggregate more than 50 per cent of the total voting rights conferred by all the Shares in the Equity Share capital of the Company for the time being in issue;
<i>Debenture</i>	the trust debenture entered into by the Company dated 22 October 2004 in favour of amongst others, the Investors;
<i>Deferred Shares</i>	the deferred shares of £1 each in the capital of the Company;
<i>Directors</i>	the directors for the time being of the Company,
<i>Employee Shareholder</i>	a Shareholder who at the date of adoption of these Articles or subsequently is employed by the Company or any of its Subsidiaries;
<i>Employee Trust</i>	means a trust approved by the Remuneration Committee and whose beneficiaries are the bona fide employees of the Company and its Subsidiaries;
<i>Equity Shares</i>	the A Ordinary Shares, the B Ordinary Shares and the C Ordinary Shares,
<i>FSMA</i>	Financial Services and Markets Services Act 2000,
<i>Fair Price</i>	the price which the Auditors or, where Article 24 (dispute in relation to the price) applies, the independent accountants nominated pursuant to that Article state in writing to be in their opinion the fair value of the shares concerned on a sale on arm's length terms as between a willing seller and a willing purchaser for cash. In determining such fair value the Auditors (or the

independent accountants) shall be instructed in particular

- (a) to disregard the rights and restrictions attached to these shares in respect of income and capital;
- (b) to disregard whether or not these shares represent a minority interest, the fact that such shares transferability is restricted by these Articles or the fact that such shares may be subject to compulsory transfer requirements;

and in stating the Fair Price the Auditors (or the independent accountants) (whose charges shall be borne by the Company) shall be considered to be acting as experts and not as arbitrators and their decision shall, in the absence of manifest error, be final and binding on the parties,

Financial Institution

a bank, an investment trust or investment company (within the meaning of Chapter 21 of the Listing Rules issued by the UK Listing Authority, unit trust, building society, industrial provident or friendly society, any other collective investment scheme (as defined in FSMA), or pension fund or insurance company (or a Subsidiary of any of them) or venture capital fund or trust or mezzanine or buy-out or buy-in fund (or any Subsidiary, nominee or trustee of or partner or participant in it, in his or its capacity as such), or a partnership established under the Limited Partnerships Act 1907 comprising a fund the purpose of which is to make investments in securities or any other person who is an authorised person for the purposes of FSMA (or a Subsidiary of such person), but excluding the Investors;

Group

the Company and its Subsidiaries for the time being and "**Group Company**" means any of them and "**Member of the Group**" or "**Group Member**" will be construed accordingly;

<i>holding company</i>	holding company as defined in section 1159 of the Act;
<i>Insolvency Event</i>	means a payment being made to the 2004 Loan Stock Holders from the Company or a liquidator or administrator of any kind where an event of default has occurred under Clause 11 of the 2004 Loan Stock Instrument and the rights of the 2004 Loan Stock Holders have been exercised under the Debenture.
<i>Intercreditor Deed</i>	means the intercreditor deed dated 22 October 2004 made between (among others) the Company as Topco, the companies listed therein as Obligor, the companies listed therein as Intercompany Lenders, the financial institutions listed therein as Senior Lenders, the financial institutions listed therein as Mezzanine Lenders, the financial institutions listed therein as Hedge Counterparties, the Investors and persons listed therein as Investors, Close Investment Partners Limited as Investor Security Trustee, and The Royal Bank of Scotland plc as Senior Agent, Mezzanine Agent and Security Trustee as amended and restated on 16 May 2007 and 23 April 2009 (as assigned, transferred modified amended, novated, supplemented, extended, restated, and/or replaced from time to time);
<i>Investment Agreement</i>	the investment agreement entered into on 22 October 2004 between, inter alia, the Company (1) Henry Rawlinson and others (2) and the Investors (3) as that agreement may be amended from time to time;
<i>Investors' Consent</i>	the written consent of the Investor Director(s) or, where no such Directors have been appointed of the Investors,
<i>the Investors</i>	CBPE Capital (UK) Fund VI, CBPE Capital (US) Fund VI and CBPE Capital Fund VII, each limited partnership acting by its general partner CBPE (General Partner) Limited;
<i>Investor Director(s)</i>	a Director appointed under Article 19 1;

<i>Leaver</i>	as defined in Article 11 1;
<i>Managers</i>	as defined in the Investment Agreement;
<i>Maximum</i>	as defined in Article 8.4;
<i>Mezzanine Discharge Date</i>	shall have the meaning given to such term in the Intercreditor Deed;
<i>Observer(s)</i>	an observer(s) appointed under Article 20;
<i>Offered Shares</i>	as defined in Article 8.2;
<i>Parent</i>	a parent undertaking as defined in sections 1161 and 1162 of the Act;
<i>Privileged Relation</i>	in relation to an individual Shareholder, the spouse of the relevant individual Shareholder and the individual Shareholder's children and grandchildren (including step children and step-grandchildren);
<i>Purchaser</i>	a person who expresses a willingness to purchase Offered Shares;
<i>Refinancing Event</i>	means a redemption by the Company or its subsidiaries, following the repayment in full of the 2009 Loan Stock, of any amount in respect of the 2004 Loan Stock;
<i>Shareholder</i>	a holder for the time being of shares in the capital of the Company;
<i>Shares</i>	the issued shares in the capital of the Company from time to time;
<i>Specified Price</i>	as defined in Article 8 2;
<i>Subscription Price</i>	in relation to any Share is 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),
<i>Subsidiary</i>	a subsidiary undertaking as defined in sections 1161 and

1162 of the Act and "**Subsidiaries**" shall be construed accordingly;

Subsidiary Sale

the sale or disposal (whether in a single transaction or a series of related transactions) of all or substantially all of the shares of a Subsidiary of the Company where such a sale constitutes the disposal of all or substantially all of the business, assets or undertaking of the Group;

Table A

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 2007 and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007;

Total Realisation

means completion of a transaction whereby all of the 2004 Loan Stock is redeemed, waived or cancelled and all of the Equity Shares, or all of the shares in the Subsidiaries, are sold (and assuming that the 2009 Loan Stock has already been repaid)

Total Realisation Proceeds

means following the Mezzanine Discharge Date, the amount paid upon redemption of the 2004 Loan Stock and the maximum aggregate price or value of the consideration to be paid for all of the Equity Shares, or all the shares in the Subsidiaries, upon a Total Realisation after, in each case, all of the senior and mezzanine debt of the Group or any refinance thereof and all of the 2009 Loan Stock has been repaid in full together with all arrears (if any) and/or accruals of interest calculated down to the date of the Total Realisation and after deducting all costs and expenses incurred by the Company and/or its shareholders in connection with the Total Realisation being only the corporate finance advisors', lawyers' and accountants' fees (and excluding, for the avoidance of doubt, any transaction or other fees which may be payable to the Investors) and in the case of any dispute as to the calculation of or any adjustment to be made to the Total Realisation Proceeds for the

purposes hereof then the certificate of any independent firm of chartered accountants appointed at the request of the holders of Shares which confer more than 10 per cent of the total voting rights of all the Shares in issue, pursuant to Article 24 as to the Total Realisation Proceeds shall save in the case of manifest error be conclusive and binding on the Company and the holders of Equity Shares;

Transfer Notice

as defined in Article 8 1;

Wholly-owned Group

a body corporate and any holding company of which it is a wholly-owned subsidiary and any other wholly-owned subsidiaries of that holding company (including any wholly-owned subsidiary of the body corporate), "holding company" and "subsidiary" having for this definition only the meaning given to them in section 1159 of the Act

1 4 The headings to these Articles do not affect the construction of the text.

1.5 A person shall be deemed to be connected with another if that person is connected with another within the meaning of section 993 of the Income Taxes Act 2007.

2 Authorised share capital

The authorised share capital of the Company at the date of adoption of these Articles is £1,053,247.38063 divided into 868,819 A Ordinary Shares of £1 each, 30,737,063 B Ordinary Shares of £0 00001 each, 1,000 C Ordinary Shares of £0 00001 each and 184,121 Deferred Shares of £1 each.

3 Rights attaching to shares

3 1 *Distribution of Total Realisation Proceeds and other rights to capital*

3 1 1 Upon a Total Realisation, the Shareholders will procure that the Total Realisation Proceeds (whenever received) so far as is lawful, shall be placed in a designated trustee account and shall be distributed in the following order of priority:

Priority	Class of Share / Loan Stock	Amount to be paid
1	B Ordinary Shares and 2004 Loan Stock	Firstly, the aggregate amount outstanding under the 2004 Loan Stock Instrument shall be grossed up by 11.1% to give a grossed-up amount (the " Grossed-Up Amount ") and the Grossed-Up Amount shall be paid to the holders of the 2004 Loan Stock and the holders of the B Ordinary Shares on the basis of a 90%/10% sharing ratio.
2	A Ordinary Shares, C Ordinary Shares, Deferred Shares and B Deferred Shares	Any remaining proceeds shall be distributed to the holders of the A Ordinary Shares and the C Ordinary Shares on the basis of a 90%/10% sharing ratio, unless the holders of the C Ordinary Shares under this Article are due to receive a payment of more than £1,000,000 per C Ordinary Share, in which case the holders of the Deferred Shares and the B Deferred Shares shall be entitled to receive the Subscription Price of each such share, before any excess is paid to the holders of the A Ordinary Shares and C Ordinary Shares under this Article

3.1.2 On a Total Realisation, if any of the Total Realisation Proceeds are otherwise than in cash the non-cash element shall be treated for the purposes of Article 3.1.1 as being in cash at its market value.

3 1.3 On a return of assets on liquidation or capital reduction or otherwise (except upon the purchase by the Company of its own shares), the assets of the Company available for distribution amongst Shareholders after payment of its liabilities shall be distributed in the following order of priority:

3.1.3.1 firstly, in paying to the holders of the A Ordinary Shares, the B Ordinary Shares and the C Ordinary Shares the Subscription Price of each such share

3.1.3.2 secondly, in paying the balance to the holders of the A Ordinary Shares and the C Ordinary Shares in a 90%/10% ratio, provided that if the holders of the C Ordinary Shares would receive, pursuant to this Article, a payment of more than £1,000,000 per C Ordinary Share, the holders of the Deferred Shares and the B Deferred Shares shall be entitled to receive the Subscription Price of each such share.

3.1.4 All of the senior and mezzanine debt of the Group or any refinance thereof, the 2009 Loan Stock and the 2004 Loan Stock must be repaid in full together with all arrears and/or accruals of interest and all arrears and all accruals of dividends and the Mezzanine Discharge Date must have occurred prior to the distribution of assets pursuant to Article 3 1.3.

3.2 *Voting*

3 2 1 Subject to Article 3 2.2 the holders of the A Ordinary Shares and the C Ordinary Shares shall have the right to receive notice of and attend and vote at any general meeting of the Company. On any resolution proposed at a general meeting (on a show of hands or on a poll) the holders of the A Ordinary Shares, as a class, shall have the right to cast 90% of the votes in respect of that resolution and the holders of the C Ordinary Shares, as a class, shall have the right to cast 10% of the votes in respect of that resolution. Such votes shall be divided between the holders of each class in proportion to the number of A Ordinary Shares and C Ordinary Shares held by them respectively.

3 2 2 The holder of any C Ordinary Shares who is a Leaver shall not be entitled to receive notice of or to attend and vote at any general meeting of the Company in respect of its C Ordinary Shares.

3 2.3 For the avoidance of doubt, the holders of the B Ordinary Shares, the Deferred Shares and the B Deferred Shares shall not be entitled to receive notice of or to attend and vote at any general meeting of

the Company in respect of their B Ordinary Shares, Deferred Shares or B Deferred Shares.

3.3 *Issue of Shares*

3.3 1 Subject to Articles 3.3 5 and 4 2, the Board is generally and unconditionally authorised for the purposes of sections 549 to 551 of the Act to exercise any power of the Company to allot relevant securities (as defined in that section) to such persons, on such terms and in such manner as it thinks fit, up to an aggregate nominal amount of £1,053,247.38063 at any time or times during the period of 5 years from the date of adoption of these Articles

3.3 2 The authority contained in Article 3.3 1 shall enable the Board to allot relevant securities after the expiry of this period of 5 years pursuant to an offer or agreement made by the Company before the expiry of this period.

3.3.3 Subject to Article 3 3 5 all unissued shares or securities of the Company not comprising relevant securities shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to such persons, at such times, and on such terms as it thinks proper

3 3.4 Pursuant to section 567 of the Act, sections 561 and 562 of the Act shall be excluded from applying to the Company.

3.3 5 Unless otherwise agreed in writing by the holders of 75 per cent of the relevant issued class of share, no shares of any class may be allotted or issued unless:

3.3 5.1 such shares have been offered on equal terms to all the holders of shares of such class pro rata, as nearly as practicable, to the nominal value of their existing holdings of shares of such class, and

3.3.5 2 simultaneously with such offer, the existing holders of any other class of shares in the capital of the Company are each offered on equal terms pro rata, as nearly as practicable, to the nominal value of the existing holdings of shares of the relevant class, such number of shares of

the relevant class as will bear the same proportion to the aggregate number of shares being offered under 3.3.5.1 above as the aggregate number of shares of the relevant class then held by them bears to the aggregate number of shares then in issue of the class being offered pursuant to 3.3.5.1 above

3.4 *Income*

Subject to Article 28 (Override) any profits resolved to be distributed in any financial year or period shall be distributed amongst the holders of the A Ordinary Shares pro rata to the number of such shares held by them

4 **Variation of class rights**

4.1 Whenever the share capital of the Company is divided into different classes of shares, the rights attached to any class may, whether or not the Company is being wound up, be varied, modified, abrogated or cancelled only with the consent in writing of the holders of 75 per cent of the issued shares of that class.

4.2 Without prejudice to the generality of Article 4.1, the rights attached to the A Ordinary Shares shall be deemed to be varied by

4.2.1 the creation, allotment or issue of any shares or securities by the Company or a Subsidiary or the grant of any option or other right to require the allotment or issue of them,

4.2.2 the modification, variation, alteration or abrogation of the rights attached to any of the classes of share capital of the Company;

4.2.3 the consolidation or sub-division or other re-organisation of the Company's share capital or any part of it;

4.2.4 applying by way of capitalisation any sum in or towards paying up any share or loan capital of the Company;

4.2.5 the passing of any resolution amending the memorandum or articles of association of the Company or one of its Subsidiaries;

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

4.2.7 the passing by the Company or any of its Subsidiaries of any resolution to wind up the company otherwise than by reason of insolvency; or

4.2.8 the Company or any of its Subsidiaries disposing of its undertaking or any substantial part thereof,

except where such action(s) is taken in accordance with and pursuant to the terms of the Investment Agreement

4.3 Without prejudice to the generality of Article 4.1, the rights attached to the B Ordinary Shares and the C Ordinary Shares shall be deemed to be varied by the actions set forth in Articles 4.2.1, 4.2.2 and 4.2.5 except where such action(s) is taken in accordance with and pursuant to the terms of the Investment Agreement.

5 Redemption and purchase of shares

Subject to the provisions of Part V of the Act and to the rights of the holders of the respective classes of shares of the Company, the Company may:

5.1 issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the Shareholder concerned;

5.2 purchase its own shares (including any redeemable shares); and

5.3 make a payment in respect of the redemption or purchase under sections 684 to 687 or (as the case may be) sections 690 to 692 of the Act and the relevant power under 5.1 or 5.2 above, of any of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares to the extent permitted by section 709 of the Act.

6 Lien

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

7 Permitted Transfers

- 7.1 A holder of the B Ordinary Shares shall be permitted to transfer such percentage of his B Ordinary Shares to the 2004 Loan Stock Holders pursuant to Article 12.
- 7.2 Immediately following the transfer of any B Ordinary Shares in accordance with Article 7.1 above, such B Ordinary Shares shall automatically convert into the equivalent number of Deferred Shares.
- 7.3 The Company shall have an irrevocable authority to purchase any Deferred Shares and B Deferred Shares in issue whether pursuant to Article 7.2 or otherwise (in accordance with the provisions of the Act) for an aggregate sum of £1 at any time.
- 7.4 *Transfers by corporate shareholders*
- 7.4.1 A corporate member may at any time transfer Shares to another member of its Wholly-owned Group.
- 7.4.2 If a corporate member holding Shares transferred to it under Article 7.4.1 ceases to be a member of the same Wholly-owned Group as the original corporate member who held them, the corporate member then holding those Shares shall transfer the Shares back to the person which originally transferred the Shares under Article 7.4.1 and, in default of such transfer within 30 days shall notify the Company that this event has occurred and shall give a Transfer Notice in respect of them and, if the corporate member then fails to give a Transfer Notice within such period, it shall be deemed to have served the Company with a Transfer Notice in respect of them.
- 7.4.3 If there is either a change in the Controller (or, if more than one, any of them) of or a person (or persons acting in concert, as such expression is defined in the City Code on Takeovers and Mergers as in force at the date of adoption of these Articles) acquires a Controlling Interest in a corporate member, or any holding company of a corporate member, then that member shall notify the Company that such event has occurred and shall give a Transfer Notice in respect of the Shares registered in its name and, if that member then fails to give a Transfer Notice, it shall be deemed to have served the Company with a Transfer Notice in respect of those Shares. For the purposes of this Article 7.4.3 only the Specified Price for the purposes of the Transfer Notice will be the fair value of the relevant Shares. The provisions of this Article 7.2.3 shall not apply to the Investors.

7.5 *Transfers by a Financial Institution*

Shares held by or on behalf of (including by a nominee) a Financial Institution (other than as trustee of a Family Trust) which is a fund may be transferred to:

- 7.5.1 the holders of units in, or a nominee, custodian or trustee for the holders of units in, or partners in, or members of or investors in (as the case may be) such fund and any Shares held by any nominee, custodian or trustee for such holders, partners, members or investors may be transferred to such holders, partners, members or investors or to another nominee, custodian or trustee for such holders, partners, members or investors;
- 7.5.2 a nominee, custodian or trustee for such fund and any Shares held by a nominee, custodian or trustee for a fund may be transferred to that fund or to another nominee or trustee for such fund, and
- 7.5.3 another fund (or to a nominee, custodian or trustee for another fund) which is managed or advised by the same manager or adviser as the transferor or by a Subsidiary or Parent of such manager or adviser or a Subsidiary of such Parent.

7.6 *Transfers by the Investors*

Shares held by the Investors (or any person to whom they may have transferred shares pursuant to this Article 6 or an Investor's nominee) may be transferred.

- 7.6.1 to the beneficial owner or owners in respect of which the transferor is a nominee, custodian or trustee or any other nominee, custodian or trustee for such beneficial owner or owners;
- 7.6.2 to any unitholder, shareholder, participant or partner (including any person to whom such partner may have assigned its partnership interest or any interest therein) (each, a "**Relevant Participant**"), of the transferor or any Relevant Participant of any Relevant Participant;
- 7.6.3 to any other investment fund (or a nominee, custodian or trustee of such investment fund) managed or advised by the same manager or

adviser as the Investor or by a Subsidiary or Parent of such manager or adviser or a Subsidiary of such Parent.

7.7 *Transfer with Investor Consent*

Any transfer of B Ordinary Shares or C Ordinary Shares may be made to any person with the written consent of the Investor Director(s).

7.8 *Transfers by an Employee Trust*

Shares held by an Employee Trust may be transferred:

7 8.1 by the trustees of an Employee Trust to a beneficiary under an Employee Trust provided that the identity of that beneficiary is approved in advance in writing by the Remuneration Committee; and

7 8.2 on change of trustees the trustees of an Employee Trust may transfer shares held by them in their capacity as trustees to the new trustees of that Employee Trust.

7.9 *Restriction on transfers*

No Shareholder (other than the Investors) shall transfer, mortgage, charge or otherwise dispose of the whole or any part of his/its interest in, or grant any option or other rights over, any Shares in the capital of the Company except:

7.9 1 with the prior written consent of the Investors;

7.9.2 where required or permitted to do so pursuant to Articles 9, 11, 12.2 or 14, or

7 9.3 pursuant to a transfer permitted in accordance with Articles 6.1 to 7.9.

8 *Pre-emption procedure*

8.1 Except as provided in Articles 11, 12.2 or 14, no member, or person entitled to Shares by transmission, shall be entitled to transfer his Shares or any interest in his Shares without first offering them for transfer to the holders of the other Shares whether or not of the same class in accordance with this Article 8. The offer may be in respect of all or part only of the Shares held by the proposing transferor and

shall be made by the proposing transferor by notice in writing to the Company (a **"Transfer Notice"**).

8.2 The Transfer Notice shall specify the Shares offered (**the "Offered Shares"**) and the price at which they are offered (**the "Specified Price"**). The Transfer Notice shall constitute the Directors as the agent of the proposing transferor for the sale of the Offered Shares to other holders of Shares whether or not of the same class at the Specified Price (or if not specified or provided for in these Articles, the Fair Price). Except in the case of a Transfer Notice served (or deemed served) pursuant to Articles 9 or 11, the Transfer Notice may contain a provision that, unless all the Offered Shares are sold under this Article, none shall be sold and that provision shall have effect. The Transfer Notice may not be revoked unless the Directors with Investors' Consent otherwise agree.

8.3 In the event that some or all of the Offered Shares specified in the Transfer Notice are B Ordinary Shares or C Ordinary Shares, the Directors may resolve within 15 days of receipt (or deemed issue) of the Transfer Notice (with the consent of the Investor Director(s)) that some or all of such B Ordinary Shares or C Ordinary Shares be purchased at the relevant price by an Employee Trust and to the extent that the Directors so resolve, the trustees of such Employee Trust, shall be the "Purchaser" for this Article 8 of the Offered Shares which the Directors resolve (with the consent of the Investor Director(s)) should be purchased by the Employee Trust.

8.4 On receipt by the Company of the Transfer Notice the Directors shall (subject to Article 8.3) as soon as practicable give notice to all the holders of Shares (other than the proposing transferor and any other person who has given or been deemed to have given a Transfer Notice pursuant to these Articles which remains outstanding) of the number and description of the Offered Shares and the Specified Price. The notice shall invite each of the members to state in writing to the Company within 30 days whether he is willing to purchase any, and if so what maximum number (**"Maximum"**), of the Offered Shares. The Directors shall at the same time give a copy of the notice to the proposing transferor.

8.5 On the expiration of the 15 day period the Directors shall allocate the Offered Shares to or amongst the Purchasers and such allocation shall be made so far as practicable as follows:

8.5.1 if the Offered Shares are A Ordinary Shares they shall be allocated in the following order amongst Purchasers:

- 8.5.1 1 first to A Ordinary Shareholders;
 - 8.5.1 2 secondly to C Ordinary Shareholders;
 - 8 5.1.3 thirdly to B Ordinary Shareholders,
 - 8 5.2 if the Offered Shares are B Ordinary Shares they shall be allocated in the following order amongst Purchasers
 - 8.5.2 1 first to B Ordinary Shareholders;
 - 8 5.2.2 secondly to C Ordinary Shareholders,
 - 8 5.2.3 thirdly to A Ordinary Shareholders.
 - 8 5.3 if the Offered Shares are C Ordinary Shares they shall be allocated in the following order amongst Purchasers:
 - 8.5.3.1 first to C Ordinary Shareholders,
 - 8 5.3.2 secondly to B Ordinary Shareholders;
 - 8 5 3.3 thirdly to A Ordinary Shareholders,
 - 8.5 4 each allocation between the holders of any class shall in the case of competition be made pro rata to the number of shares of that class held by each holder but shall not exceed the Maximum;
 - 8 5.5 Offered Shares shall only be allocated to Purchasers who are the holders of a class of shares different from the Offered Shares to the extent that any remain unallocated after satisfaction of the Maximum of holders of the class(es) of shares entitled to a prior allocation; and
 - 8.5.6 if the Transfer Notice shall state that the proposing transferor is not willing to transfer part only of the Offered Shares, no allocation will be made unless all the Offered Shares are allocated
- 8.6 On the allocation being made, the Directors shall give details of the allocation in writing to the proposing transferor and each Purchaser and, on the seventh day after such details are given, the Purchasers to whom the allocation has been made shall be bound to pay the purchase price for, and to accept a transfer of, the Offered Shares allocated to them respectively and the proposing transferor shall be

bound, on payment of the purchase price, to transfer the Offered Shares to the respective Purchasers to whom the allocation has been made

8.7 If the proposing transferor after becoming bound to transfer Offered Shares fails to do so, the Company may receive the purchase price and the Board may appoint a person to execute instruments of transfer of the Offered Shares in favour of the Purchasers to whom the allocation has been made and shall cause the names of those Purchasers to be entered in the register of members of the Company as the holders of the Offered Shares and shall hold the purchase price in trust for the proposing transferor. The receipt of the Company shall be a good discharge to those Purchasers and, after their names have been entered in the register of members of the Company under this provision, the validity of the transactions shall not be questioned by any person

8.8 If, following the expiry of the 15 day period referred to in Article 8.5, any of the Offered Shares have not been allocated under that Article, the proposing transferor may (subject to the provisions of Article 10) at any time within a period of 10 days after the expiry of the 15 day period transfer the Offered Shares not allocated to any person and at any price, provided such price is not less than the Specified Price and provided that:

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

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

8.9 The Company shall not be required to, and shall not, offer any Offered Shares to any person who has given or has been deemed to have given a Transfer Notice pursuant to Article 7, 9 or 10 on or prior to the date a Transfer Notice is received by the Company under Article 8.3.

9 Deceased and bankrupt shareholder provisions

9.1 Regulations 29, 30 and 31 of Table A shall be applied subject to the provisions of Article 9.2 and of Article 11.

9.2 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 Board so to do, to give a Transfer Notice in respect of such Share, and if such person fails to give a Transfer Notice, he shall be deemed to have served the Company with a Transfer Notice in respect of that Share. The provisions of Article 8 shall apply to the Share and the Transfer Notice, the Transfer Notice (if not actually given) shall be deemed to have been received by the Company on the date on which the Directors required the Transfer Notice to be given and the Specified Price shall be the Fair Price as at the date on which the Transfer Notice is either actually given or deemed to have been received by the Company and the Directors shall give notice under Article 8 3 as soon as the Specified Price is ascertained.

10 **Registration of transfers**

10.1 The Directors shall refuse to register a proposed transfer not made under or permitted by Articles 7, 8, 9, 11, 12, 12.2 or 14.

10.2 The Directors may also refuse to register a transfer of a Share on which the Company has a lien.

10 3 A person executing an instrument of transfer of a Share is deemed to remain the holder of the Share until the name of the transferee is entered in the register of members of the Company in respect of it.

10 4 The Directors shall refuse to register an allottee or transferee of Shares or a person entitled to Shares by transmission (unless he is already a party to the Investment Agreement) until he has executed in a form reasonably satisfactory to the Investor Director(s) a supplemental deed under which he undertakes to adhere to and be bound by the provisions of the Investment Agreement as if he were an original party to it and an original copy of this supplemental deed has been delivered to the Company.

10 5 The first sentence of Regulation 24 of Table A shall not apply.

11 **Compulsory transfers**

11 1 If any Employee Shareholder shall cease to be an employee of the Group for any reason (a "**Leaver**") then, the Board shall be entitled, with Investors' Consent only,

to resolve within 30 days of such cessation (but not, for the avoidance of doubt, before such cessation) that the provisions of Article 11.2 shall not apply in respect of the Leaver or the Leaver's Shares.

11.2 If the Board does not pass a resolution under Article 11.1 within 30 days of such cessation, the Leaver shall, in respect of all his Shares (or such number as are specified by the Board with the consent of the Remuneration Committee, and each person holding any Leaver's Shares shall, in respect of those Leaver's Shares (or such number as are specified by the Board with Investors' Consent), be deemed to have authorised the Directors to transfer such Shares (in the order set out below) to:

11.2.1 first, the Employee Trust;

11.2.2 secondly, such incoming employee(s) of the Group as the Board with Investors' Consent may nominate,

11.2.3 thirdly, such existing employee(s) of the Group as the Board with Investors' Consent may nominate;

11.2.4 fourthly, the Investors or their nominees, and

11.2.5 last, the Company for repurchase;

for nominal value, unless otherwise directed by the Board with Investors' Consent)

12 **Transfers on an Insolvency Event or a Refinancing Event**

12.1 If an Insolvency Event or a Refinancing Event shall occur, a holder of B Ordinary Shares shall be deemed to have authorised the Directors to transfer B Ordinary Shares to the holders of the 2004 Loan Stock (who shall be obliged to purchase such B Ordinary Shares) as follows:

12.1.1 in the case of an Insolvency Event, all of the B Ordinary Shares to the 2004 Loan Stock Holders (pro rata to the amount of 2004 Loan Stock held) for an amount equal to 10% of the cash amounts received by the 2004 Loan Stock Holders (by way of cash payment or otherwise) upon an Insolvency Event,

12.1.2 in the case of a Refinancing Event, such percentage of B Ordinary Shares to the 2004 Loan Stock Holders (pro rata to the amount of 2004 Loan Stock held) as is equal to the percentage of the principal

amount of 2004 Loan Stock as is redeemed for an amount equal to 10% of the amounts paid in respect of the redemption of the 2004 Loan Stock, such amount to be apportioned between the holders of the B Ordinary Shares pro rata to their holding,

but subject, in each case, to the B Ordinary Shareholders being responsible for paying any stamp duty on such transfers.

- 12.2 All transfers of B Ordinary Shares which are required to be made in accordance with the provisions contained in Article 12 1 shall be completed prior to the provisions of Article 13 (Drag Along Rights) and Article 14 (Tag Along Rights) applying.

13 **Drag Along Rights**

- 13.1 If after the date of adoption of these Articles, holder(s) of over 50 per cent of the A Ordinary Shares in issue (for the purpose of this Article 12 (**the "Seller"**)) are approached by a purchaser (**the "Proposed Purchaser"**) with a bona fide offer on arm's length terms to acquire the entire Equity Share capital of the Company (**the "Offer"**) and the Seller intends to sell all of its holding of Equity Shares (or all its interest in such shares) (the shares to be sold by the Seller being referred to as **"Selling Shares"**) then the Seller shall give the Company not less than 28 days' advance written notice of the Offer 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 28 days from the date of the Selling Notice (**"Completion"**) (provided that the period of 4 weeks referred to above may be extended to 8 weeks if the Investors are reasonably satisfied that the holders of the B Ordinary Shares have the resources or have a bona fide offer in principle from a third party to provide the resources necessary for the making and fulfilment of a Counter Offer (as defined at Article 12.2) on terms no less favourable than the Offer). If such Counter Offer is accepted the Seller shall forthwith notify the Company and the names of the holders of the B Ordinary Shares (**"the New Proposed Purchaser"**) shall be deemed to replace the Proposed Purchaser in the Selling Notice and Compulsory Sale Notice (as defined below)

- 13.2 The holders of the C Ordinary Shares shall for a period of 4 weeks from the date of being notified of the offer pursuant to Article 13 1 have the right to make an offer to purchase the A Ordinary Shares (**"the Counter Offer"**) to the Seller and the Seller shall be obliged to accept such Counter Offer provided (i) it is on terms no

less favourable than the Offer, including but not limited to the value of such Counter Offer, (ii) the consideration payable pursuant to the Counter Offer is cash and (iii) the purchase of all the A Ordinary Shares is completed within 3 weeks of the end of such 4 week period

- 13.3 Immediately upon receipt of the Selling Notice, the Company shall forthwith 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 or the New Proposed Purchaser at Completion all of their holdings of shares on the same terms as those contained in the Selling Notice.
- 13.4 Subject to Article 13.6 below, each member who is given a Compulsory Sale Notice shall sell all of his shares referred to in the Compulsory Sale Notice at the same price per share and on the same terms mutatis mutandis set out in the Selling Notice. For the avoidance of doubt any Shares held by a Proposed Purchaser shall not be required to be sold.
- 13.5 Subject to Article 13.6 below, each member who is given a Compulsory Sale Notice shall sell all of his shares referred to in the Compulsory Sale Notice at the same price per share and on the same terms mutatis mutandis set out in the Selling Notice. For the avoidance of doubt any shares held by a Proposed Purchaser or New Proposed Purchaser shall not be required to be sold.
- 13.6 If any of the member(s) (the "**Defaulting Member(s)**") fails to comply with the terms of a valid Compulsory Sale Notice given to him, the Company shall be constituted the agent of each Defaulting Member(s) 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(s) the necessary transfer(s) and the Company may receive the purchase money in trust for each of the Defaulting Member(s) and cause a Proposed Purchaser or New 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 or New Proposed Purchaser (who shall not be bound to see to the application thereof) and after the Proposed Purchaser or New Proposed Purchaser has been registered in purported exercise of the aforesaid powers, of 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 or New 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 be of any effect.

14 Tag along rights

- 14.1 In the event that any person or persons either alone or in concert (as such expression is defined in the City Code on Takeovers and Mergers as in force at the date of adoption of these Articles) with any other person(s), shall become a Controller after the date of adoption of these Articles or being a Controller shall become beneficially entitled to a further one Share, he shall forthwith be required to serve notice on the other Shareholders that he is so entitled and shall thereupon be bound to offer to purchase the remaining Equity Shares at a price per Equity Share in cash equal to the highest price per Equity Share paid by such person for Equity Shares acquired by him
- 14.2 The Company shall forthwith give notice to every other Shareholder that he may within 28 days from the date of such notice sell his Shares to the person referred to in Article 14.1 for cash at the price referred to in Article 14.1
- 14.3 Any member may accept such offer by giving notice of his intention to do so to the Company accompanied by his share certificates together with the necessary transfers.
- 14.4 If the person referred to in Article 14.1 shall fail to serve a notice or make an offer in accordance with Article 14.1 (or, if and to the extent that offer is accepted, such person shall fail to complete the purchase of any Equity Shares pursuant to such offer), he (and any person with whom he is acting in concert) shall cease to have any rights to vote or to dividends in respect of all of the Equity Shares held by him and the Directors may refuse to register the transfer of Equity Shares which gives rise to the obligations under Article 14.1 and may require him to serve a Transfer Notice in respect of all or any of the Equity Shares held by him.

- 14.5 The provisions of this Article 14 shall not apply to the acquisition of shares by a person who is already a Shareholder if the acquisition is made under the terms of a Transfer Notice given pursuant to Articles 8, 9 or 11 or to any Investors.

15 General meetings

- 15.1 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before, or on the declaration of the result of, the show of hands) demanded by the Chairman or by any Shareholder present in person or by proxy. Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

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

16 General meeting on members' requisition

- 16.1 In addition to any relevant provisions of the Act, the Directors shall forthwith proceed to convene a general meeting of the Company on the requisition of the holders of Shares which confer more than 10 per cent of the total voting rights of all the Shares in issue at the date of deposit of the requisition, such meeting to be convened for such date as is specified in the requisition or as soon thereafter as the Act permits.

- 16.2 The requisition must state the objects of the meeting, and must be signed by the requisitionists and deposited at the registered office of the Company, and may consist of several documents in like form each signed by one or more requisitionists.

- 16.3 If the Directors do not within 7 days from the date of the deposit of the requisition proceed to convene a meeting in accordance with this Article 16, the requisitionists, or any of them representing more than one half of the total voting rights of all of them, may themselves convene a meeting.

16.4 A meeting convened under this Article 16 by requisitionists shall be convened in the same manner, as nearly as possible, as that in which meetings are to be convened by Directors.

16.5 Any reasonable expenses incurred by the requisitionists by reason of the failure of the Directors to convene a meeting in accordance with this Article shall be repaid to the requisitionists by the Company, and any sum so repaid shall be retained by the Company out of any sums due or to become due from the Company by way of fees or other remuneration in respect of their services to such of the Directors as were in default

17 **Votes of members**

A proxy appointed by a member of the Company under section 324 of the Act may vote on a show of hands as well as on a poll, but no person present shall be entitled to more than one vote on a show of hands Regulation 54 of Table A shall be amended accordingly.

18 **Directors**

18.1 The number of Directors (other than alternate Directors) shall not be less than 2. Regulation 64 of Table A shall not apply.

18.2 The Directors shall not be subject to retirement by rotation and accordingly the last sentence of Regulation 84 of Table A shall not apply.

18.3 The quorum necessary for the transaction of business of the Directors shall be 2 at least one of whom shall be an Investor Director(s) or his alternate if at the time of the meeting an Investor Director(s) has been appointed.

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

18.5 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit provided that all meetings of the

Directors shall be held within the United Kingdom. A Director may, and the secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Unless a majority of the Directors (including the Investor Director(s)) or their duly appointed alternates present in the United Kingdom shall agree to the holding of a meeting by shorter notice, at least 10 days' notice of every meeting of Directors shall be given either in writing or by fax or other means of visible communication to each Director (and in the absence of appointment of Investor Director(s), notice of such meeting shall be given to the Investors), unless absent from the United Kingdom. Regulation 88 of Table A shall be amended accordingly.

- 18.6 A person may be appointed a Director notwithstanding that he shall have attained the age of 70 years and no Director shall be liable to vacate office by reason of his attaining that or any other age.
- 18.7 At any meeting of the Directors each Director (or his alternate Director) present at the meeting shall be entitled to one vote.
- 18.8 In the case of an equality of votes at any meeting the Chairman of such meeting shall not be entitled to a second or casting vote. Regulation 88 of Table A shall be modified accordingly.
- 18.9 Subject to the provisions of section 182 of the Act, a Director (including an alternate Director) may contract with and participate in the profits of any contract or arrangement with the Company as if he were not a Director. If Investors' Consent is obtained, a Director shall also be capable of voting in respect of such contract or arrangement, where he has previously disclosed his interest to the Company, or in respect of his appointment to any office or place of profit under the Company or of the arrangement the terms of it and may be counted in the quorum at any meeting at which any such matters is considered. Regulations 94 to 96 (inclusive) of Table A shall not apply.
- 18.10 A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form, each signed by one or more of the Directors, but so that the expression "Director" in this paragraph shall not include an alternate Director. Regulation 93 of Table A shall not apply.
- 18.11 The Directors may by resolution exercise all the powers of the Company to make provision (in connection with the cessation or the transfer to any person of the

whole or part of the undertaking of the Company or any Subsidiary) for the benefit of persons employed or formerly employed by the Company or that Subsidiary.

- 18.12 A Director and an alternate Director shall not be required to hold any Shares, but nevertheless shall be entitled to attend and speak at any general meeting of the Company.

19 **The Investor Directors**

- 19.1 The Investors shall be entitled to appoint up to two persons as Directors of the Company and to remove from office any person so appointed and (subject to such removal) to appoint another person in their place

- 19.2 Any appointment or removal of an Investor Director(s) shall be by signed instrument in writing served on the Company by the Investors and shall take effect on and from the time at which such instrument is lodged or deposited at the registered office of the Company

- 19.3 On any resolution of the members to remove an Investor Director(s) the Shares held by the Investors shall together carry at least one vote in excess of 75 per cent of the votes exercisable in respect of that resolution at the general meeting at which such resolution is to be proposed and if any such Investor Director(s) is removed the relevant Investor(s) may reappoint him or any other person as an Investor Director(s).

- 19.4 The Investor Director(s) shall be entitled to sit on all committees of the Board

20 **Observer Rights**

- 20.1 The Investors shall be entitled to appoint one person as an observer (the "**Observer**").

- 20.2 The Observer shall have the right to attend and be present at any Board meetings of the Company. The Observer may speak at such Board meetings but shall have no right to vote.

- 20.3 The Observer shall be entitled to be reimbursed by the Company with all expenses reasonably incurred by him in connection with his role.

21 **Alternate Directors**

- 21.1 Each Director shall have the power at any time to appoint as an alternate Director either another Director or any other person approved for that purpose by a resolution of the Directors (such approval not to be unreasonably withheld), and, at any time, to terminate such appointment. Every appointment and removal of an alternate Director shall be in writing signed by the appointor and (subject to any approval required) shall (unless all the Directors agree otherwise) only take effect upon receipt of such written appointment or removal at the registered office of the Company
- 21.2 An alternate Director so appointed shall not be entitled as such to receive any remuneration from the Company except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, but shall otherwise be subject to the provisions of these Articles with respect to Directors. An alternate Director shall during his appointment be an officer of the Company and shall not be deemed to be an agent of his appointor.
- 21.3 An alternate Director shall (subject to his giving to the Company an address at which notice may be served upon him) be entitled to receive notices of all meetings of the Directors and of any committee of the Directors of which his appointor is a member and to attend and to vote as a Director at any such meeting at which his appointor is not personally present and generally in the absence of his appointor to perform and exercise all functions, rights, powers and duties as a Director of his appointor and to receive notice of all general meetings. Regulation 66 of Table A shall not apply
- 21.4 The appointment of an alternate Director shall automatically determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor shall cease for any reason to be a Director otherwise than by retiring and being re-appointed at the same meeting Regulation 67 of Table A shall not apply.
- 21.5 A Director or any other person may act as alternate Director to represent more than one Director and an alternate Director shall be entitled at meetings of the Directors of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present. The last sentence of each of Regulations 88 and 89 of Table A shall not apply.

22 Removal of Director

- 22.1 The office of a relevant Director shall be automatically vacated if the Director:
- 22.1.1 becomes bankrupt or makes any arrangement or composition with its creditors generally;
 - 22.1.2 becomes prohibited from being a director of the Company or any other company by reason of any order made under any legislation;
 - 22.1.3 is convicted of a criminal offence (other than under road traffic legislation for which he is not sentenced to any term of imprisonment whether immediate or suspended or in respect of an offence which in the opinion of the Board does not materially affect his position as a Director);
 - 22.1.4 in the reasonable opinion of all of his co-Directors supported by an opinion of at least two medical doctors becomes incapable by reason of mental disorder of discharging his duties as a Director or resigns his office by notice in writing to the Company;
 - 22.1.5 is removed from office by a written resolution of not less than 51% in nominal value of the Equity Shares;
 - 22.1.6 is removed from office by a notice in writing served upon him signed by a majority of his co-Directors and such majority includes the Investor Director(s) provided that this Article 22.1.6 shall not apply to the Investor Director(s), or
 - 22.1.7 ceases to be employed by any Group Company.

23 **Borrowing powers**

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

24 **Disputes**

In the event of disagreement as to the calculation of the Total Realisation Proceeds or as to the calculation of the Specified Price, or as to whether any dividend shall be due under the provisions of these Articles to the holders of any class of share capital in the Company, or as to the amount of such dividend, any such

disagreement shall be referred to an umpire (acting as expert and not as arbitrator) nominated by the parties concerned (or in the event of disagreement as to nomination by the President for the time being of the Institute of Chartered Accountants in England and Wales on application by any such party) whose decision shall be final and binding and the costs of such umpire shall be borne equally by the parties to the dispute or disagreement. The umpire may not be the Auditor, unless all parties to the dispute agree. Prior to a referral, the parties to the dispute shall each have access to all necessary information as is available to facilitate a settlement.

25 Notices

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

25.2 A notice may be given:

25.2.1 by the Company to any Shareholder or Director either personally or by sending it by first class post (airmail if abroad) or Royal Mail Special Delivery post or by other means of visible communication to him or to his registered address or to the address supplied by him to the Company for the giving of notice to him; or

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

25.3 Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, preparing and posting a letter containing the notice, and to have been effected at the expiration of 48 hours after the letter containing the same is posted. Where a notice is sent by fax or other means of visible communication, service of the notice shall be deemed to be effected forthwith.

26 Directors' interests

26.1 For the purposes of Section 175 of Act, the Directors shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a Director under that Section to avoid a situation in which he

has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.

26.2 Authorisation of a matter under Article 26.1 shall be effective only if:

- (a) the matter in question shall have been proposed in writing for consideration at a meeting of the Directors, in accordance with the Board's normal procedures or in such other manner as the Directors may approve;
- (b) any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question and any other interested Director (together the "**Interested Directors**"),
- (c) in taking the decision, the Directors act in a way they consider, in good faith, will be most likely to promote the Company's success

26.3 Authorisation of a matter under Article 26.1 shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised

26.4 Authorisation of a matter under Article 26.1 shall be subject to such conditions or limitations as the Directors may determine, whether at the time such authorisation is given or subsequently, and may be varied or terminated by the Directors at any time. Such conditions or limitations may include (without limitation)

- (a) (without prejudice to the general obligations of confidentiality) the application to the Interested Director of a strict duty of confidentiality to the Company for any confidential information of the Company in relation to the matter;
- (b) the exclusion of the Interested Director from all information relating to, and discussion by the Company of, the matter; and
- (c) that, where the Interested Director obtains (other than through his position as a Director of the Company) information that is confidential to a third party, he will not be obliged to disclose it to the Company or to use it in relation to the Company's affairs in circumstances where to do so would amount to a breach of that confidence.

26.5 A Director shall comply with any obligations imposed on him by the Directors pursuant to any authorisation under Article 26.1.

26.6 A Director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any matter authorised by the Directors under Article 26.1 and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such benefit.

26.7 Subject to compliance by him with his duties as a Director under Part 10 of the Act (other than the duty in section 175(1) of the Act which is the subject of this Article 26.7), a Director may

- (a) be an officer of, employed by, or hold Shares or other securities (whether directly or indirectly) in, the Company; or
- (b) be a director or other officer of, employed by or hold shares or other securities (whether directly or indirectly) in, or otherwise be interested, whether directly or indirectly, in any other Group Member,

(in either case a "**Group Member Interest**") and notwithstanding his office or the existence of an actual or potential conflict between any Group Member Interest and the interests of the Company which would fall within the ambit of that section 175(1), the relevant Director:

- (c) shall be entitled to attend any meeting or part of a meeting of the Directors or a committee of the Directors at which any matter which may be relevant to the Group Member Interest may be discussed, and to vote on any resolution of the Directors or a committee thereof relating to such matter, and any board papers relating to such matter shall be provided to the relevant Director at the same time as the other Directors (save that a Director may not vote on any resolution in respect of matters relating to his employment with the Company or other Group Member);
- (d) shall not be obliged to account to the Company for any remuneration or other benefits received by him in consequence of any Group Member Interest; and
- (e) will not be obliged to disclose to the Company or use for the benefit of the Company any confidential information received by him by virtue of his Group Member Interest and otherwise than by virtue of his position as a Director, if to do so would breach any duty of confidentiality to any other Group Member or third party.

26 8 Subject to compliance by him with his duties as a Director under Part 10 of the Act (other than the duty in section 175(1) of the Act to the extent that it is the subject of this Article), an Investor Director may be a director or other officer of, employed by, hold shares or other securities in, or otherwise be interested, whether directly or indirectly, in

(a) any Investor or other entity which, directly or indirectly, holds Shares in the Company (a "**Relevant Investor**") and as such the Investor Director may, on behalf of the Investor, give or withhold any consent or give any direction required of any Investor or Investors pursuant to the terms of any subscription, investment or shareholders' agreement relating to the Company, or of any similar agreement or document ancillary to such an agreement, or

(b) any other company in which a Relevant Investor also holds shares or other securities or is otherwise interested, whether directly or indirectly,

(in either case an "**Investor Director Interest**"), and notwithstanding his office or the existence of an actual or potential conflict between any Investor Director Interest and the interests of the Company which would fall within the ambit of section 175(1) of ACT the relevant Investor Director

(c) shall be entitled to attend any meeting or part of a meeting of the Directors or a committee of the Directors at which any matter which may be relevant to the Investor Director Interest may be discussed, and to vote on a resolution of the Directors or a committee thereof relating to such matter, and any board papers relating to such matter shall be provided to the relevant Investor Director at the same time as other Directors;

(d) shall not be obliged to account to the Company for any remuneration or other benefits received by him in consequence of any Investor Director Interest;

(e) shall be entitled to consult about the Group and its affairs with, and to disclose, for investment appraisal purposes, Confidential Information to, any Investor or any other person on whose behalf it is investing in the Group (or with and to any of its or their professional advisers);

(f) will not be obliged to disclose to the Company or use for the benefit of the Company any other confidential information received by him by virtue of

his Investor Director Interest and otherwise than by virtue of his position as a Director.

26.9 For the purposes of Article 26.8, the expression "**Confidential Information**" shall mean all information (whether oral or recorded in any medium) relating to any Group Company's business, financial or other affairs (including future plans of any Group Company) which is treated by a Group Company as confidential (or is marked or is by its nature confidential).

26.10 Any Director who has a Group Member Interest and any Investor Director who has an Investor Director Interest shall, as soon as reasonably practicable following the relevant Interest arising, disclose to the Board the existence of such Interest and the nature and extent of such Interest so far as the relevant Investor Director or other Director is able at the time the disclosure is made provided that no such disclosure is required to be made of any matter in respect of which the relevant Investor Director or other Director owes any duty of confidentiality to any third party. A disclosure made to the Board under this Article 26.10 may be made either at a meeting of the Board or by notice in writing to the Company marked for the attention of the Directors.

27 **Indemnity and insurance**

27.1 Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation to it, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under sections 660 and 1157 of the Act, in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation to it. This Article shall only have effect in so far as its provisions are not avoided by sections 532 and 533 of the Act. Regulation 118 of Table A shall not apply.

27.2 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.

28 **Override**

Notwithstanding any other provision in these Articles, the Articles are all subject to the provisions of the Intercreditor Deed which will override these Articles to the extent that there is any inconsistency and, in particular, but without limitation, the payment of any dividend and/or interest and payment in respect of any redemption or other purchase by the Company of any class of Shares shall not be made except to the extent permitted by the Intercreditor Deed and the amount of any such payment that would be made under these Articles but for the provisions of this Article 27 shall not be a debt due from the Company until the Mezzanine Discharge Date (as defined in the Intercreditor Deed).