

Company number 05568643

PRIVATE COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

MEDALYTIX (GROUP) LTD (the "Company")

Passed on 8 OCTOBER 2014

The following resolution was duly passed as a special resolution on 8 OCTOBER 2014 by way of written resolution pursuant to Chapter 2 of Part 13 of the Companies Act 2006.

SPECIAL RESOLUTION

THAT the articles of association attached to this written resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association



Director

For and on behalf of Medalytix (Group) Ltd

TUESDAY



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COMPANIES HOUSE

THE COMPANIES ACTS 1985 – 2006
PRIVATE COMPANY LIMITED BY SHARES

MEDALYTIX (GROUP) LTD
Company No. 05568643

ARTICLES OF ASSOCIATION

Adopted by Special Resolution of the Company dated 8 OCTOBER 2014

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**THE COMPANIES ACTS 1985 - 2006
PRIVATE COMPANY LIMITED BY SHARES**

**MEDALYTIX (GROUP) LTD
Company No. 05568643**

ARTICLES OF ASSOCIATION

INTERPRETATION

- 1 In these Articles
- 1 1 "the 2006 Act" means the Companies Act 2006,
- 12 "the Act" means the Companies Act 1985 (as amended),
- 1 3 "Adoption Date" means the date of adoption of these Articles,
- 1 4 "AFM" means Alliance Fund Managers Nominees Limited and anyone to whom it may transfer any Shares and their respective successors in title,
- 1 5 "AFM Director" means a Director appointed by Alliance Fund Managers Nominees Limited under Article 43,
- 1 6 reference to an "Article" shall mean a reference to the specified numbered paragraph of these Articles;
- 1.7 "Allocation Notice" has the meaning defined in Article 27 9,
- 1 8 "Auditors" means the auditors of the Company for the time being or if such auditors are unable or unwilling to act in connection with the matter in question, a suitably qualified independent professional valuer agreed between the Company and an Investor Majority or in default of agreement such firm of independent chartered accountants appointed on the application of the Company or the Fund by the President for the time being of the Institute of Chartered Accountants in England and Wales,
- 1 9 "Buyer" has the meaning defined in Article 29,
- 1.10 "CEOSA" means Corporacion Empresarial ONCE SA and anyone to whom it may transfer any Shares and their respective successors in title,
- 1 11 "CEOSA Director" means the Director (if any) appointed by CEOSA in accordance with Article 42 4,
- 1.12 "clear days" means in relation to a period of a notice the number of days excluding the day when the notice is given and the day on which it is to take effect,
- 1 13 "Conflict" has the meaning given in Article 75,
- 1 14 " Conflicted Director" has the meaning given in Article 75,

- 1 15 "Control" (for the purposes of Articles 14, 27.1 and 27.2 only) has the meaning defined by section 840 of the Income and Corporation Taxes Act 1988,
- 1 16 "Date of Termination" in relation to a given holder of ordinary Shares means the earlier of.
- 1 16 1 where the contract of employment (if any) between the Company or any of its Subsidiaries and that holder terminates by virtue of a notice given by the employer to that holder (or vice-versa), the date on which such notice expires,
- 1 16 2 where the contract of employment (if any) between the Company or any of its Subsidiaries and that holder is terminated by the employer or that holder and a payment is made to the employee in lieu of notice, the date on which such employment was terminated,
- 1 16 3 where the holder is an officer or consultant or otherwise engaged (other than as an employee) by the Company or any of its Subsidiaries, the date on which such office, consultancy, engagement or contract for services relating to the same is terminated,
- 1 16 4 the date on which the contract of employment (if any) between the Company or any of its Subsidiaries and that holder is terminated, or
- 1 16 5 the date on which that holder is deemed to have given a Transfer Notice in accordance with Articles 27, 27.1, 27.2 or 27.3,
- 1 17 "Deferred Shares" means the 648,972 deferred shares of £1 each in the capital of the Company having the rights set out in these Articles,
- 1 18 "Family Trust" means a trust which permits the settled property or the income therefrom to be applied only for the benefit of
- 1 18 1 the settlor and/or a Privileged Relation (whether or not of full age) of that settler, or
- 1 18 2 any charity or charities as default beneficiaries (meaning that such charity or charities have no immediate beneficial interest in any of the settled property or the income therefrom when the trust is created but may become so interested if there are no other beneficiaries from time to time except another such charity or charities),
- and under which no power of control is capable of being exercised over the votes of any Shares which are the subject of the trust by any person other than the trustees or the settlor or the Privileged Relations (whether or not of full age) of the settlor For the purposes of this definition "settlor" includes a testator or an intestate in relation to a Family Trust arising respectively under a testamentary disposition or an intestacy of a deceased member,
- 1 19 "Financial Year" means a financial year or other period in respect of which the Company prepares its accounts in accordance with the relevant provisions of the Act and the 2006 Act,

- 1 20 "Flotation" means the admission of any part of the share capital of the Company to the Official List of the UK Listing Authority or the admission of any part of the share capital of the Company to be dealt in on the Alternative Investment Market operated by the London Stock Exchange or on any recognised investment exchange (as defined in the Financial Services and Markets Act 2000),
- 1 21 "Fund" means RisingStars Growth Fund and anyone to whom it may transfer any Shares and their respective successors in title,
- 1.22 "Fund Director" means a Director appointed by the Fund in accordance with Article 42 1,
- 1 23 "FSMA" means the Financial Services and Markets Act 2000,
- 1 24 "the holder" means the member whose name is entered in the register of members as the holder of the Shares,
- 1 25 "Hotspur Investor Director" means a Director appointed by a Hotspur Investor Majority in accordance with Article 42 3,
- 1 26 "Hotspur Investor(s)" means those persons designated as such in the Investment Agreement and their respective successors in title,
- 1 27 "Hotspur Investor Majority" means more than 50% of the Hotspur Investors by reference to their relative percentage holdings of the Ordinary Shares from time to time in issue,
- 1 28 "Intending Transferor" has the meaning defined in Article 27 4,
- 1 29 "Investment Agreement" means the agreement dated 8 December 2008 between the Hotspur Investors, CEOSA, the Fund, AFM, Simon Boon and others, Robert Thompson and others, Hotspur Capital Partners Limited and the Company,
- 1 30 "Investment Fund" means a fund, partnership, company, investment trust or other entity whose principal business is to make investments and whose business is managed by a person whose principal business is to make, manage or advise upon investments,
- 1 31 "Investors" means CEOSA, the Fund, the Hotspur Investors and AFM or any of them;
- 1 32 "Investor Directors" means the Directors appointed by the Investors under Article 42,
- 1 33 "Investor Majority" means any three of AFM, the Fund, a Hotspur Investor Majority and CEOSA,
- 1 34 "Minority Shareholders" has the meaning defined in Article 29,
- 1 35 "Offer" has the meaning defined in Article 29 1,
- 1 36 "Ordinary Shares" means the ordinary shares of £1 each having the rights set out in these Articles,
- 1 37 "Prescribed Price" has the meaning defined in Article 29 3

- 1 38 "Privileged Relation" means the spouse common law partner or widow or widower of the member and the member's children and grandchildren (including step and adopted children and their issue) and step and adopted children of the member's children but, in each case, only if such relation has attained the age of majority,
- 1 39 "the Regulations" means the regulations contained in Table A and a reference to a "Regulation" shall mean a reference to the equivalent numbered regulation of the Regulations,
- 1 40 "Sale Price" has the meaning defined in Article 27 6,
- 1 41 "said Shares" has the meaning defined in Article 27 6,
- 1 42 "Sale" means either -
- 1 42 1 the making of an offer to purchase all of the Shares which is accepted and would result in or will result in the offeror holding more than 25% of the Ordinary Shares; or
- 1 42 2 the entering into of one or more agreements which will result in any person acquiring more than 25% of the Ordinary Shares,
- 1 43 "Secretary" means the secretary of the Company including a joint, assistant or deputy secretary,
- 1 44 "Shareholder Authorisation" has the meaning given in Article 75,
- 1 45 "Shares" means the Ordinary Shares and the Deferred Shares,
- 1 46 "Subsidiary" in relation to a company wherever incorporated (a holding company) means a "subsidiary" as defined in section 736 of the Companies Act 1985 and any other company which is a subsidiary (as so defined) of a company which is itself a subsidiary of such holding company Unless the context otherwise requires, the application of the definition of Subsidiary to any company at any time will apply to the company as it is at that time,
- 1 47 "Substantial Investor" means CEOSA, the Fund, the Hotspur Investors or AFM for so long as each owns (and in the case of the Hotspur Investors, the Hotspur Investors together own) 7% of the issued Ordinary Shares,
- 1 48 "Substantial Investor Majority" means a majority in number of the Investors who are at that time Substantial Investors,
- 1 49 "Table A" means Table A in the schedule to the Companies (Tables A to F) Regulations 1985 (as amended by the Companies (Tables A to F) (Amendment) Regulations 1985) in force at the date of adoption of these Articles,
- 1 50 "Total Transfer Condition" has the meaning defined in Article 27 4,
- 1 51 "Transfer Forms" has the meaning defined in Article 27 9,
- 1 52 "Transfer Notice" has the meaning defined in Article 27 4

- 2 The Regulations shall not apply to the Company apart from where individual Regulations are expressly stated to apply and these Articles (together with any of the Regulations stated to apply) shall be the regulations of the Company
- 3 The operation and interpretation of these Articles is subject to the Act and unless otherwise defined in these Articles or unless the context otherwise requires, words or expressions contained in these Articles shall have the same meaning as in the Act

SHARE CAPITAL AND RIGHTS

- 4 The authorised share capital of the Company at the Adoption Date is £657,698 divided into 8726 Ordinary Shares and 648,972 Deferred Shares
- 5 Regulations 2 to 5 (inclusive), 32 to 35 (inclusive) and 110 shall apply

Issue of Shares

- 6 Subject to Article 7, the Directors are authorised under Section 80 of the Act to use the powers of the Company to offer, allot, agree to allot, grant any right to subscribe for or to convert any security into, and otherwise dispose of any of the unissued Shares to anyone (including Directors) at such times and on such terms and conditions as they think proper
- 7 The authority contained in Article 6
 - 7 1 shall expire 14 days following the Adoption Date except that any obligation or contingent obligation assumed or incurred during that period may be performed or fulfilled after the expiry of such period,
 - 7 2 shall be limited to that number of Shares that have a nominal value equal to the authorised but unissued share capital of the Company at the Adoption Date,
 - 7 3 may be varied, revoked or renewed by a resolution of the Company in accordance with the provisions of the Act but subject to any direction given by an Hotspur Investor Majority and/or CEOSA,
 - 7 4 is subject to the terms on which any Shares are or have been created or issued

Income

- 8 The profits of the Company which are available for lawful distribution shall be distributed amongst each of the holders of the Shares in proportion to the share capital (including any share premium) paid up or credited as paid up on such Shares as authorised by ordinary resolution of the Company **SAVE THAT** for so long as any of CEOSA, the Fund, any Hotspur Investor and/or AFM (or their nominees) is a Substantial Investor no dividends shall be declared and no such distributions shall be made without the written consent of a Substantial Investor Majority.
- 9 The Company shall ensure that each of its Subsidiaries which has profits available for distribution shall declare and pay to the Company such dividends as are necessary to permit the lawful and prompt payment of any dividends due under Article 8

- 10 Regulations 104, 105, 106, 107 and 108 shall apply

Capital

- 11 On a return of assets on liquidation or otherwise (except on a redemption of shares of any class or the purchase by the Company of its own shares) the assets of the Company remaining after the payment of its liabilities shall be applied in the following order of priority
- 11 2 first, in paying to each Investor (other than the Hotspur Investors) the aggregate amount paid up or credited as paid up (nominal value plus any premium) that is subscribed for its Ordinary Shares and its Deferred Shares (and pro rata to such amounts), and
- 11 2 thereafter, the balance of such assets shall be distributed amongst the holders of the Ordinary Shares in proportion to the numbers of Ordinary Shares held by them respectively
- 12 The proceeds of a Sale shall be distributed among the members who sell Shares in such Sale (the "Selling Shareholders") as follows
- 12 1 first, in paying to each Selling Shareholder the aggregate amount paid up or credited as paid up (nominal value plus any premium) that is subscribed for their Ordinary Shares and Deferred Shares (and pro rata to such amounts),
- 12 2 thereafter, the proceeds of the Sale shall be distributed among the Selling Shareholders in proportion to the number of Ordinary Shares sold by them on the Sale

Voting

- 13 Subject to Articles 14 and 43 each holder of Ordinary Shares shall be entitled to receive notice of and shall be entitled to attend either in person or by proxy at any general meeting of the Company and on a show of hands or on a poll shall have one vote for every such Ordinary Share in respect of which he is the holder. Each holder of Deferred Shares shall not be entitled to receive notice of or to attend either in person or by proxy any general meeting of the Company and shall not have any right to vote
- 14 A holder of Shares (other than the Investors) (and that holder's Privileged Relations and/or Family Trusts and any body corporate under the Control (directly or indirectly) of that member (if any)) shall not be entitled to receive notice of, attend or vote at any general meeting of the Company following the Date of Termination in respect of that holder

Accounts

- 15 Regulation 109 shall apply

Matters requiring Investor Consent

- 16 For so long as any of the Investors (or their nominees) is a Substantial Investor the prior consent or approval in writing of a Substantial Investor Majority shall be required

in respect of any matter relating to (or the Company incurring an obligation to do) any of the following

- 16 1 the sale of the whole or a material part of the undertaking of the Company or of any of its Subsidiaries or any substantial part thereof,
- 16 2 the disposal or issue of any issued or unissued Shares in the capital of the Company or any Subsidiary of the Company,
- 16 3 the calling of a meeting of the Company or any of its Subsidiaries for the purpose of considering a resolution for the winding up of the Company or any of its Subsidiaries,
- 16 4 the calling of a meeting of the Company for the purpose of considering a resolution to approve a contract by the Company or any of its Subsidiaries to purchase any of their respective Shares,
- 16 5 a change to the accounting reference period of the Company or any of its Subsidiaries,
- 16 6 any alteration of the restrictions on the powers of the Directors of the Company or its Subsidiaries to borrow, give guarantees or create charges,
- 16 7 the application by way of capitalisation of any sum in or towards paying up any debenture or debenture stock of the Company or of any of its Subsidiaries,
- 16 8 any material alteration (including cessation) to the nature of the business of the Company or of any of its Subsidiaries,
- 16 9 any Flotation or any Sale becoming unconditional or completed,
- 16 10 any alteration or increase or reduction or sub-division or consolidation or redemption of the authorised or issued capital of the Company or of any of its Subsidiaries or by variation of the rights attached to any of the Shares for the time being in the capital of the Company or of any of its Subsidiaries,
- 16 11 the calling of a meeting of the Company or any of its Subsidiaries for the purpose of considering or the passing of a resolution for amending the memorandum or articles of association of the Company or any of its Subsidiaries (as the case may be);
- 16 12 the passing of any resolution whereby the classification or status of the Company may be changed, or
- 16 13 (without prejudice to the provisions of sections 125 and 127 of the Act) the variation of any special rights attached to the Shares

Share Certificates

- 17 Every member, upon becoming the holder of any Shares, shall be entitled without payment to one certificate for all the Shares held by him (and, upon transferring a part of his holding of Shares, to a certificate for the balance of such holding) or several certificates each for one or more of his Shares upon payment for every certificate after the first of such reasonable sum as the Directors may determine

- 18 Every certificate shall be signed by two Directors or by a Director and the secretary and shall specify the number, class and distinguishing numbers (if any) of the Shares to which it relates and the amount or respective amounts paid up thereon. The Company shall not be bound to issue more than one certificate for Shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.
- 19 Regulation 7 shall apply.

Lien, Calls on Shares and Forfeiture

- 20 Regulations 8 to 17 (inclusive) and 19 to 22 (inclusive) shall apply.
- 21 If a call remains unpaid after it has become due and payable the Directors may give to the person from whom it is due not less than fourteen Clear Days' notice requiring payment of the amount unpaid together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the Shares in respect of which the call was made will be liable to be forfeited.

Transfer and Transmission of Shares

- 22 Save as permitted under Article 26, for so long as any of the Investors (or their nominees) is a Substantial Investor, the prior consent or approval in writing of a Substantial Investor Majority shall be required in respect of any transfer of Shares in the Company.
- 23 Regulation 23 shall apply. The Directors may dispense with the execution of the instrument of transfer by the transferee in their absolute discretion. The transferor shall be deemed to remain the holder of the Share until the name of the transferee is entered in the register of members in respect thereof.
- 24 Subject to Articles 27 1 and 27 2, Regulations 29, 30 and 31 shall apply.
- 25 For the purposes of Articles 26 and 27, where any person is unconditionally entitled to be registered as the holder of a Share and has established such entitlement to the satisfaction of the Board of Directors he and not the registered holder of such Share shall be deemed to be a member of the Company in respect of that Share and the expression "transfer" shall include the renunciation of any letter of allotment and the transfer of any beneficial or other interest in a Share (not being a charge to secure money).

Permitted Transfers

- 26 Article 27 shall apply to all transfers of Shares save for those permitted below.
- 26 1 Any Shares held by any of the Investors may be transferred as follows:
- 26 1 1 any Investor who is a body corporate shall be entitled to transfer all or any of its Shares to any other body corporate which is for the time being its subsidiary or holding company or another subsidiary of its holding company (each such body corporate being a "Related Company") but if a Related

Company whilst it is a holder of Shares shall cease to be a Related Company in relation to the body first holding the relevant shares it shall, within 15 business days of so ceasing, transfer the shares held by it to such body or any Related Company of such body and failing such transfer the holder shall be deemed to have given a Transfer Notice,

26 1 2 any Investor may transfer all or any of its Shares to any person, body, firm or partnership whose business comprises to a material extent the holding for investment purposes of securities in and/or the provision of debt and other financial facilities to United Kingdom unlisted companies and includes any subsidiary, nominee, custodian or manager used by such person, firm or partnership to hold such investments or to make available such facilities,

26 1 3 an Investor who is an Investment Fund may transfer Shares to -

26 1 3 1 any unitholder, shareholder, partner, participant in or manager of (or any employee of such manager) the Investment Fund,

26 1 3 2 any other Investment Fund managed or advised by the same manager as the transferring Investment Fund or to any Related Company of such manager,

26 1 3 3 any trustee or nominee of or custodian for the Investment Fund or any other transferee under Articles 26 1, 26 1 3 1 or 26 1 3 2,

26 1 4 any Investor which is a limited partnership may transfer Shares to any partner in such limited partnership acting in such capacity (provided such transfer is made in accordance with the fund or partnership agreement governing such entity or partnership),

26 1 5 any Shares which are held by an Investor on behalf of any collective investment scheme (within the meaning of Section 235 FSMA), may be transferred to participants (within the meaning of that section), in the scheme in question, and

26 1 6 any Investor who is a trustee or nominee of or a custodian for an Investment Fund shall be entitled to transfer all or any of its Shares to the Investment Fund or to any of the persons referred to in Articles 26 1, 26 1 3 1 or 26 1 3 2

26 2 Notwithstanding any other provision in these Articles any member may at any time transfer (or by will bequeath or otherwise dispose of on death) all or any Shares held by him to a Privileged Relation or to trustees to be held upon a Family Trust of which he is the settlor provided that any transfer of Shares to trustees to be held upon a Family Trust made during the lifetime of such member may only be made with the consent in writing of an Investor Majority

26 3 Where the consent of an Investor Majority is requested to a transfer to a Family Trust such consent shall be given when the Investor Majority is satisfied -

26 3 1 with the terms of the trust instrument and in particular with the powers of the trustees,

26 3 2 with the identity of the proposed trustees,

26 3 3 that the proposed transfer will not result in 50% or more in the aggregate of the Company's equity Share capital being held by trustees of that and any other trusts, and

26 3 4 that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company

26 4 Where any Shares are held by trustees upon a Family Trust then on any change of trustees such Shares may be transferred to the new trustees of that Family Trust and such Shares may also be transferred at any time to the settlor or to another Family Trust of which he is the settlor or to any Privileged Relation (of full age) of the settlor

26 5 If and whenever any Shares held by trustees upon a Family Trust cease to be so held upon a Family Trust (otherwise than in consequence of a transfer to the settlor or to any Privileged Relation of the settlor) or there cease to be any beneficiaries of the Family Trust other than a charity or charities a Transfer Notice (as hereinafter defined) shall be deemed to have been given in respect of those Shares (as hereinafter defined) by the holders thereof and such Shares may not otherwise be transferred,

For the purposes of Article 26.5 the expression 'Shares' means and includes the Shares originally transferred to the trustees and any additional Shares issued or transferred to the trustees by virtue of the holding of such Shares or any of them.

Pre-emption

27. Except as provided in Article 26, no Shares shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted. If any member attempts or makes any attempt to transfer any Share or Shares other than in accordance with the provisions of these Articles, then that member shall be deemed to have immediately given a Transfer Notice in accordance with Article 27 4 in respect of all Shares held by him

Dismissal / Change of Control / Insolvency

27 1 If any member (other than an Investor) ceases to be a Director or employee of or consultant to or otherwise engaged by the Company or any Subsidiary of the Company (and does not thereupon become or remain a Director or employee of the Company or any Subsidiary of the Company) by reason of their gross misconduct or within six months of commencement his/her employment/engagement then he shall be deemed to have served a Transfer Notice in accordance with Article 27.4 in respect of all of the Shares held by him on date of such cessation and Transfer Notices shall also be deemed to have been served on such date by the relevant parties in respect of all Shares (if any) then held by that member's Privileged Relations and/or Family Trusts or by any body corporate under the Control (directly or indirectly) of that member

27 2 If a body corporate (other than CEOSA or the Fund or AFM or one that is Controlled by a Hotspur Investor) ceases to be within the Control of the person(s) who controlled such body corporate on the later of the date on which it became a member or the Adoption Date, it shall be deemed to have immediately given a Transfer Notice in accordance with Article 27.4 in respect of all the Shares held by it.

- 27 3 If any member is adjudicated bankrupt or has a receiver, manager, administrative receiver or administrator appointed in respect of him/it or over all or any part of its undertaking or assets or enters into liquidation or suffers any analogous event due to insolvency then that member shall be deemed to have immediately given a Transfer Notice in accordance with Article 27 4 in respect of all the Shares in the Company held by him/it

Transfer Notice

- 27 4 Every person who desires intends or is required to transfer any Share or Shares (other than in the circumstances referred to in Article 26) (the "Intending Transferor") shall give to the Company notice in writing of such intention (a "Transfer Notice") Every Transfer Notice shall specify the number and class of Shares to be transferred A single Transfer Notice may be used in respect of one or more class or classes of Share or Shares Except in the case of a Transfer Notice required or deemed to be served by Articles 27, 27 1, 27 2 or 27 3, the Transfer Notice may contain a provision that unless all the Shares comprised therein are sold by the Company pursuant to this Article 27, none shall be so sold (a "Total Transfer Condition") and any such provision shall be binding on the Company
- 27 5 Any two or more members may serve a Transfer Notice signed by each of them specifying the number of Shares which each of them wishes to transfer and such notice shall for all purposes of this Article 27 take effect as if it were a single Transfer Notice and as if the Total Transfer Condition in it (if any) applies to all the Shares comprised within it but the obligations of those members in respect of such notice shall be several only in proportion to the total number of Shares which each holds

Valuation

- 27 6 Subject as hereinafter mentioned, a Transfer Notice shall irrevocably (subject to Article 27 7) constitute the Company the agent of the Intending Transferor for the sale of the Share or Shares the subject thereof (the "said Shares") in one or more lots at the discretion of the Directors at the price (the "Sale Price") determined as below

"Sale Price" means

27 6 1 in the case of a Transfer Notice deemed to be served by Article 27 1, the aggregate subscription price of the said Shares,

27 6 2 in all other cases, the price agreed between the Intending Transferor and the Directors (within 5 Clear Days of the date of service of the corresponding Transfer Notice, or in default of agreement within such time, the price which the Auditors shall in writing certify to be in their opinion the fair value thereof as between a willing seller and a willing buyer on an arm's length sale as at the date of the Transfer Notice taking into account any bona fide offer from any person not being a member to purchase any of the said Shares comprised in or of the class comprised in the Transfer Notice (such value shall not be discounted by reason that the said Shares intended to be transferred are a minority holding, nor shall there be a premium for a majority holding),

If the Auditors are required to certify the fair value under this Article 27 6, the Directors shall immediately give notice to the Auditors requesting such certification and in so certifying, the Auditors shall act as experts and not arbitrators and their decision shall be final and binding upon the parties,

- 27 7 If the Auditors are required to certify the fair value under Article 27 6, the Company shall procure that their certificate shall be delivered to the Company as soon as practicable (and in any event within 30 Clear Days of instruction) and so soon as the Company receives the certificate it shall furnish a certified copy thereof to the Intending Transferor who (except in the case of a Transfer Notice required or deemed to be served by Articles 27, 27 1, 27 2 or 27 3, in which case the Intending Transferor shall have no right of cancellation) may by notice in writing given to the Company within 5 clear days of the service upon him of the said certified copy (as to which time shall be of the essence) cancel the Company's authority to sell the said Shares. The cost of obtaining the certificate shall be borne equally by the Company and the Intending Transferor unless the Intending Transferor shall give notice of cancellation as aforesaid in which case he shall bear the said cost. Save for the right of cancellation conferred by this Article, service or deemed service of a Transfer Notice shall be irrevocable.

Invitation to Purchase

- 27 8 Upon the Sale Price being fixed and provided the Intending Transferor (being entitled so to do) shall not give notice of cancellation as aforesaid the Company shall forthwith by notice in writing inform each member (other than the Intending Transferor) of the number and price of the said Shares and invite each such member to apply in writing to the Company within 10 clear days of the date of despatch of the Company's notice (which date shall be specified therein) for such maximum number of the said Shares (being all or any thereof) as he shall state in such application. Any application made by any member not entitled to receive such invitation shall be disregarded.

Allocation

- 27 9 If any of the said members shall within the said period of 10 clear days apply for all or (except where the Transfer Notice properly provides otherwise) any of the said Shares, the Company by written notice to the applicants and the Intending Transferor (the "Allocation Notice") shall allocate the same (or so many of them as shall be applied for as aforesaid) to and amongst the applicants (and in case of competition pro-rata according to the number of Shares in respect of which they are registered or unconditionally entitled to be registered as holders) PROVIDED THAT no applicant shall be obliged to take more than the maximum number of Shares specified by him as aforesaid. The Company shall together with the Allocation Notice to be given to the Intending Transferor provide completed but unsigned stock transfer forms in favour of the applicants (the "Transfer Forms").

Transfer

- 27 10 The Intending Transferor shall be bound to transfer the Shares comprised in an Allocation Notice to the purchasers named therein against and subject to payment of the Sale Price the Company in accordance with this Article 27 10. The Intending Transferor shall return the Transfer Forms by registered post to the registered office of the Company duly signed within 5 days of the date of the Allocation Notice and if

he shall fail to do so, each of the Directors severally shall be deemed to have been appointed attorney of the Intending Transferor with full power to execute, complete and deliver, in the name and on behalf of the Intending Transferor, transfers of the said Shares to the purchasers thereof against payment of the price to the Company. On payment of the Sale Price to the Company the purchaser shall be deemed to have obtained a good receipt for such payment and on execution and delivery of the transfer the purchaser shall be entitled to insist upon his name being entered in the Register of Members of the Company as the holder by transfer of the said Shares so transferred to him. When the purchaser has been so registered the validity of such proceedings shall not be questioned by any person (except in the case of manifest error). The Company shall forthwith pay the Sale Price to the Intending Transferor or in the event that the Intending Transferor refuses to accept such payment into a separate bank account in the Company's name and shall hold such Sale Price in trust for the Intending Transferor. In the event that any purchaser does not make payment to the Company within 10 clear days of the date of the Allocation Notice the said Shares allocated to him shall be reallocated amongst those of the remaining purchasers (if any) who have not previously been allocated the Shares in accordance with Article 27.9. In the event no such purchasers remain then Article 27.11 shall apply.

27.11 The Intending Transferor shall not be at liberty to transfer any of the said Shares to anyone other than those to whom such Shares are allocated by the Directors in an Allocation Notice.

27.12 An obligation to transfer a Share under the provisions of this Article 27 shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Share free from any lien, charge or other encumbrance.

Registration

28 Notwithstanding the provisions of the foregoing Articles the Directors may decline to register

28.1 any transfer of any Share (including the renunciation of any letter of allotment) on which the Company has a lien,

and further may decline to register any transfer of any Share unless

28.2 the instrument of transfer duly executed and stamped is deposited at the office or at such other place (if any) as the Directors may appoint accompanied by the certificate for the Shares to which it relates (or an indemnity in respect thereof in a form reasonably acceptable to the Company) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer (and if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do),

28.3 the instrument of transfer is in respect of only one class of Share, and

28.4 in the case of a transfer to joint holders, the number of joint holders to whom the Share is to be transferred does not exceed four.

Drag-along

29 Subject to Article 30 5, if a Substantial Investor Majority wish to sell their Shares ("the Selling Substantial Investor Majority") to a bona fide independent third party acting in good faith ("the Buyer") and

(a) the Buyer makes an offer (in accordance with Article 29 1) ("the Offer") to all the members holding Shares other than the Selling Substantial Investor Majority at the relevant time (other than the Buyer if he is a member) ("the Minority Shareholders") to purchase from them for cash and/or a cash alternative payable in full on completion of any sale their entire holdings of Shares at the Prescribed Price per Share, and

(b) the Buyer has not received (within 14 days of the making of the Offer) acceptances of the Offer from all of the Minority Shareholders,

then on the giving of a notice by the Buyer to such non-accepting Minority Shareholders requiring them to accept the Offer, each of the non-accepting Minority Shareholders shall upon the giving of such notice be deemed to have accepted the Offer in respect of the Shares held by him and become obliged to deliver up to the Buyer an executed transfer of such Shares and the certificates in respect of the same

29 1 Any Offer must be made in writing and open for acceptance and irrevocable for a period of not less than 7 days and not more than 14 days and, in respect of Shares to which the Offer relates, must be on equivalent terms to the offers or agreements to purchase made by the Buyer to or with the Selling Substantial Investor Majority in respect of Shares of that same class, SAVE THAT, if the Buyer so wishes, the Offer may contain a condition that acceptance must be received for a specified percentage of all the Shares in respect of which the Offer is made

29 2 If any such non-accepting Minority Shareholder as is referred to in Article 29 above shall not, within 7 days of becoming required to do so, execute a transfer in respect of the Shares held by such member, then the Directors shall authorise and instruct such person as they think fit to execute the necessary transfer(s) on the non-accepting Minority Shareholder's behalf and, against receipt by the Company (on trust for such member) of the purchase monies payable for the relevant Shares, deliver such transfer(s) to the Buyer (or its agents) and register the Buyer (or its nominees) as the holder thereof, and after the Buyer (or its nominees) has been registered as the holder the validity of such proceedings shall not be questioned by any person (except in the case of manifest error)

29 3 For the purposes of this Article 29, "Prescribed Price" shall mean a price per Share equal to the full cash equivalent of the highest price which, at the time of the making the relevant Offer, the Buyer has agreed to pay or is prepared to offer to pay any members per Share in respect of the same class of Shares, taking into account any other consideration (for cash or otherwise) received or receivable by any such member which, having regard to the substance of the relevant transaction as a whole, can reasonably be regarded as part of the consideration paid (or provided) or payable

Tag-along

- 30 The following provisions shall apply if in one or a series of related transactions, a Substantial Investor Majority ("the Proposing Substantial Investor Majority") propose to transfer all of their Shares ("Proposed Transfer")
- 30 1 Before making a Proposed Transfer, the Proposing Substantial Investor Majority shall procure that the person to whom they propose to transfer their shares ("Proposed Buyer") makes an offer ("Tag Offer") to the other shareholders to purchase all of the Shares held by them for a consideration in cash per Share that is at least equal to the highest price per Share offered or to be paid by the Proposed Buyer in the Proposed Transfer ("Specified Price")
- 30 2 The Tag Offer shall be given by written notice ("Tag Offer Notice"), at least 21 days ("Offer Period") before the proposed sale date ("Sale Date") To the extent not described in any accompanying documents, the Tag Offer Notice shall set out
- 30 2 1 the identity of the Proposed Buyer,
- 30 2 2 the purchase price and other terms and conditions of payment,
- 30 2 3 the Sale Date, and
- 30 2 4 the number of shares proposed to be purchased by the Proposed Buyer ("Tag Offer Shares")
- 30 3 If the Proposed Buyer fails to make the Tag Offer to all holders of Shares in the Company in accordance with Articles 30 1 and 30 2 the Proposing Substantial Investor Majority shall not be entitled to complete the Proposed Transfer and the Company shall not register any transfer of shares effected in accordance with the Proposed Transfer
- 30 4 If the Tag Offer is accepted by any shareholder ("Accepting Shareholder") within the Offer Period, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Tag Offer Shares held by Accepting Shareholders
- 30 5 All other regulations of the Company in these Articles relating to the transfer of Shares and the right to registration of transfers shall be read subject to the provisions of Articles 29 and 30, but Articles 29 and 30 shall only apply for so long as any of the Investors (or their nominees) is a Substantial Investor

GENERAL MEETINGS AND RESOLUTIONS

- 31 The Directors may call general meetings and, on the requisition of member, shall forthwith proceed to convene a general meeting in accordance with the provisions of the Act and the 2006 Act If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or any member of the Company may call a general meeting
- 32 General meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if is so agreed by a majority in number of the members having a right to attend and vote being a majority together holding not less than 90% in nominal value of the Ordinary Shares giving that right The notice shall

32 1 specify the time and place of the meeting and the general nature of the business to be transacted, and

32 2 be given to all the members holding Ordinary Shares, to all persons entitled to an Ordinary Share in consequence of the death of bankruptcy of a member and to the Directors and auditors, subject to the provisions of the Articles and to any restrictions imposed on any Shares

PROVIDED THAT the accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting

33 The Directors shall procure that the accounts of the Company in respect of any Financial Year are audited and laid before the Company in an annual general meeting to be held not later than four months after the end of the Financial Year to which they relate

34 No business shall be transacted at any meeting unless a quorum is present. A quorum shall consist of four persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a member corporation, PROVIDED THAT so long as any of the Investors are Substantial Investors such a meeting will not be quorate unless a Substantial Investor Majority is represented by their duly authorised representatives or by proxy

35 Regulations 42 to 45 (inclusive) shall apply

36 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded A poll may be demanded

36 1 by the chairman, or

36 2 by one or more members having the right to vote at the meeting,

and a demand by a person as proxy for a member shall be the same as a demand by the member

37 Regulations 47, 48, 49, 51 and 52 shall apply

38 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall not be entitled to a casting vote in addition to any other vote he may have

39 Any member or member's proxy or duly authorised representative (being a body corporate) may participate in a general meeting or a meeting of a class of members by means of a conference telephone or similar communications system (including an audio-visual communication or video-conference system) whereby all of those participating in the meeting can hear and address each other Such participation shall be deemed to constitute presence in person (or by proxy or authorised representative as appropriate) at such meeting for all purposes including that of establishing a quorum A meeting held by such means shall be deemed to take place where the

largest group of participants in number is assembled. In the absence of such majority, the location of the chairman shall be deemed to be the place of the meeting.

- 40 Subject to any special rights or restrictions as to voting attached to any Shares by or in accordance with these Articles, on a show of hands every member who (being an individual) is present in person or by proxy (or being a corporation) is present by a representative not being himself a member, shall have one vote for every fully paid Ordinary Share in the capital of the Company of which he is the holder, and on a poll every member who is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall have one vote for every fully paid Ordinary Share in the capital of the Company of which he is the holder.
- 41 Regulations 55 to 63 (inclusive) shall apply.

DIRECTORS

- 42 Unless and until the Company in general meeting shall otherwise determine the number of Directors shall not be subject to a minimum and shall not be more than nine. The Company may by ordinary resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director. No Director of the Company shall be required to retire by rotation nor shall he be required to hold any Share qualification.
- 42 1 For so long as the Fund is a Substantial Investor, the Fund shall be entitled to appoint a Director to the board of the Company and have the rights of removal and reappointment of such Director and shall be deemed to have sufficient votes to carry or defeat any resolution relating thereto.
- 42 2 For so long as AFM is a Substantial Investor, AFM shall be entitled to appoint a Director to the board of the Company and have the rights of removal and reappointment of such Director and shall be deemed to have sufficient votes to carry or defeat any resolution relating thereto.
- 42 3 For so long as the Hotspur Investors or any Hotspur Investor individually areas Substantial Investors/a Substantial Investor, a Hotspur Investor Majority shall be entitled to appoint a director to the board of the Company and have the right of removal and reappointment of such Director and shall be deemed to have sufficient votes to carry or defeat any resolution relating thereto.
- 42 4 For so long as CEOSA is a Substantial Investor it shall be entitled to appoint a Director to the board of the Company and have the right of removal and reappointment of such Director and shall be deemed to have sufficient votes to carry or defeat any resolution relating thereto.
- 43 Each of CEOSA, the Fund, a Hotspur Investor Majority and AFM shall be entitled from time to time to appoint any person (an "Observer") to attend meetings of the Directors. Observers shall be entitled to speak at such meetings and to require that business be placed upon the agenda for any such meeting but shall not in any circumstances be entitled to vote.

Alternate Directors

- 44 Each Director shall have power by notice in writing under his hand (which shall take effect on the service thereof at the registered office of the Company) to nominate
- 44 1 any other Director, or
- 44 2 any person approved for that purpose by the Directors (such approval not to be unreasonably withheld or delayed);
- to act as his alternate, and at his discretion to remove such alternate Director
- 45 An alternate Director shall be for all purposes counted as a Director of the Company and shall while so acting be entitled to:
- 45 1 receive notices of all meetings of Directors and of all meetings of committees of Directors of which the Director appointing him is a member (although it shall not be necessary to give notice of such a meeting to an alternate Director who is absent from the United Kingdom), and
- 45 2 exercise and discharge all the functions, powers and duties of the Director whom he represents (except as regards remuneration and the power to appoint an alternate)
- 46 Any Director acting as alternate shall have an additional vote for each Director for whom he acts as alternate but shall not be considered as two Directors for the purpose of making a quorum of Directors
- 47 An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director or on the happening of any event which if the alternate were a Director would cause him to vacate such office
- 48 An alternate Director shall during his appointment be an officer of the Company and save as otherwise provided in these Articles shall alone be responsible for his own acts and defaults and shall not be deemed to be an agent of the Director appointing him
- 49 An appointment of an alternate shall not prejudice the right of the Director appointing him to receive notice of and to attend and vote at meetings of the Board of Directors

Powers of Directors

- 50 Regulations 70, 71 and 72 shall apply.
- 51 The Directors may exercise all the powers of the Company (whether express or implied)
- 51 1 of borrowing or raising or securing the payment of money,
- 51 2 of guaranteeing the payment of money and the fulfilment of obligations and the performance of contracts, and
- 51 3 of mortgaging or charging the property, undertaking, assets and uncalled capital of the Company and of issuing debentures

Disqualification and Removal

- 52 No Director shall vacate his office or be ineligible for appointment or re-appointment as a Director by reason only of his having attained any particular age, nor shall special notice be required of any resolution appointing or approving the appointment of such a Director or any notice be required to state the age of the person to whom such resolution relates
- 53 The office of a Director shall be vacated if
- 53 1 he is prohibited from being a Director by an order made under the Company Directors Disqualification Act 1986 or any act replacing such act,
- 53 2 he becomes bankrupt or an interim order is made against him or he makes any arrangement or composition with his creditors generally,
- 53 3 he becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs,
- 53 4 (other than in the case of the investor Directors) he absents himself from attendance at two consecutive meetings of Directors without special leave of absence from the board of Directors (such leave not to be unreasonably refused) and they pass a resolution that he has by reason of such absence vacated office, or
- 53 5 by notice in writing to the Company he resigns his office

Remuneration and Interests

- 54 Regulations 82, 83, 85, 86 and 87 shall apply

Proceedings

- 55 Subject to the other provisions of these Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the secretary at the request of a Director shall, call a meeting of the Directors. Save in relation to the CEOSA Director who shall be entitled to receive notice at the address notified to the Directors by him from time to time, it shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom.
- 56 Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall not have a casting vote in addition to any other vote he may have.
- 57 The quorum for the transaction of the business of the Directors shall be one, save that if any Investor Directors have been appointed after the Adoption Date the quorum shall increase by a sum equal to the number of Investor Directors appointed after the Adoption Date and such quorum must include all Investor Directors. A person who holds office only as an alternate Director shall, if his appointor is not present, be counted in the quorum.
58. Subject to the other provisions of these Articles, the Directors may appoint one of their number to be the chairman of the board of Directors and may at any time remove him from that office. Unless he is unwilling to do so, the Director so appointed shall preside at every meeting of Directors at which he is present. But if there is no Director holding that office, or if the Director holding it is unwilling to

preside or is not present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be chairman of the meeting

- 59 A Director who is in any way either directly or indirectly interested in a contract or arrangement or proposed contract or arrangement with the Company shall declare the nature of his interest at a meeting of the Directors of the Company in accordance with section 317 of the Act and subject thereto a Director shall be taken into account in ascertaining whether a quorum is present and shall be entitled to vote in respect of any contract or arrangement in which he is interested. In relation to an alternate Director, an interest of the Director appointing him shall be treated as an interest of the alternate Director without prejudice to any interest which the alternate Director has otherwise
- 60 Regulations 90, 92, 95 and 96 shall apply
- 61 A resolution in writing signed or approved by letter or facsimile or confirmed by exchange of electronic mail by all the Directors for the time being entitled to receive notice of a meeting of the Directors or of a committee of Directors shall be as valid and as effective as a resolution passed at a meeting of the Directors (or as the case may be) a committee of Directors duly convened and held and may consist of several documents in the same terms, each signed or approved by one or more of the Directors, but a resolution signed by an alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity
- 62 Any Director or its duly authorised representative (being a body corporate) may participate in a meeting of the Directors or a committee of the Directors by means of a conference telephone or similar communications system (including an audio-visual communication or video-conference system) whereby all of those participating in the meeting can hear and address each other. Such participation shall be deemed to constitute presence in person (or by authorised representative as appropriate) at such meeting for all purposes including that of establishing a quorum. A meeting held by such means shall be deemed to take place where the largest group of participants in number is assembled. In the absence of such majority, the location of the chairman shall be deemed to be the place of the meeting

SECRETARY AND MINUTES

- 63 Regulations 99 and 100 shall apply.

NOTICES

- 64 Regulations 111, 113 and 114 shall apply
- 65 A notice may be given by the Company to any member either personally or by sending it by prepaid first class post, airmail or facsimile to his registered address or to any other address supplied by him to the Company for the giving of notice to him
66. In the case of joint holders of a Share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders

- 67 A member whose registered address is not within the United Kingdom and who gives to the Company an address at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company.
- 68 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A properly addressed and prepaid notice sent by post shall be deemed to have been served at an address within the United Kingdom at the expiry of 48 hours after the notice is posted and, if served at an address outside the United Kingdom, at the expiry of five days from the date of posting.
- 69 A notice may be given by the Company to the persons entitled to a Share in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner authorised by these Articles for the giving of notice to a member, addressed to them by name, or by the personal representatives of the deceased, or trustee of the bankrupt or by any like description at the address, if any, supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.
- 70 Any member of the Company, empowered under these Articles to give or join in giving any notice to the Company, may sign such notice either personally or by his attorney or other agent duly authorised in writing in that behalf, or, being a corporation, under the hand of some person duly authorised by the board of Directors or other governing body of that corporation. Every such notice shall take effect from the time of its receipt by the Company and may consist of several documents each signed by one or more such members.

INDEMNITIES AND INSURANCE

- 71 Subject to the provision of the 2006 Act
- 71 1 every director or other officer of the Company shall be entitled to 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, her or its office or otherwise in relation to his, her or its office including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his, her or its favour or in which he is acquitted or in connection with any application under section 144 or 727 of the Act or sections 661(3) or (4) of 1157 of the 2006 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 be incurred by the Company in the execution of the duties of his, her or its office or otherwise in relation to his, her or its office,
- 71 2 the Directors may exercise all the powers of the Company to purchase and maintain insurance for any such Director or other officer 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. The Company shall (at the cost of the Company) effect and maintain for each Director policies of insurance insuring such Director against such risks in relation to his office as such Director may reasonably specify including without limitation, any liability which by virtue of any rule of law may attach to him in respect

of any negligence, default of duty or breach of trust of which he may be guilty in relation to the Company

PRIVILEGED RELATION

- 72 Where a Privileged Relation who is a spouse of a member holds any Shares, and such Privileged Relation and member divorce then that Privileged Relation shall
- 72 1 cease to be counted in a Hotspur Investor Majority as defined in Article 1 25,
- 72 2 cease to have any rights under Article 13 (Voting),
- 72 3 cease to have any rights under Article 16 (Matters requiring Investor Consent) and cease to be counted for the purposes of determining Investor Consent,
- 72 4 cease to have any rights under Article 27 (Pre-emption), and
- 72 5 cease to have any rights under Articles 31 to 41 (inclusive) (General Meetings and Resolutions
- 73 On becoming a member of the Company, each member must disclose in writing to the Directors any Privileged Relations of that member who are employed by the Company
- 74 Each member must give notice in writing to the Directors of their association with any Privileged Relation prior to such Privileged Relation being employed by the Company or appointed as an officer of the Company

SITUATIONAL CONFLICTS OF INTEREST

- 75 The Investor Majority may authorise any matter which would, if not authorised, result in any Director (the "**Conflicted Director**") being in breach of his duty under section 175 of the 2006 Act to avoid a situation in which he has, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (a "**Conflict**") (a "**Shareholder Authorisation**") and the Investor Majority may at any time
- 75 1 make any Shareholder Authorisation subject to such terms and conditions as they think fit, and
- 75 2 vary or terminate any Shareholder Authorisation (provided that this will not affect anything done by the relevant Conflicted Director or the Company in accordance with that Shareholder Authorisation before any such variation or termination)
- 76 If the Conflicted Director receives a Shareholder Authorisation in respect of a Conflict then (unless that Shareholder Authorisation provides otherwise) the Conflicted Director
- 76 1 may vote at any future Directors' meeting (or meeting of a committee of the Directors) on any resolution in respect of that Conflict (and if he does vote his vote shall be counted) and he shall be taken into account in determining whether a quorum is participating at that meeting,

- 76 2 shall not be required to disclose to the Company (or use for its benefit) any confidential information he obtains otherwise than in his capacity as a Director, as a result of that Conflict where to do so would be a breach of any duty of confidence owed by him to a third party, and
- 76 3 shall not be required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by a Shareholder Authorisation (subject to any terms, limits or conditions attaching to the Shareholder Authorisation) and no contract shall be liable to be avoided on such grounds