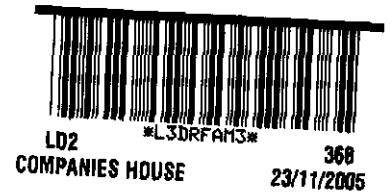


Company Number: 5603076

THE COMPANIES ACTS 1985 & 1989

WRITTEN RESOLUTIONS OF

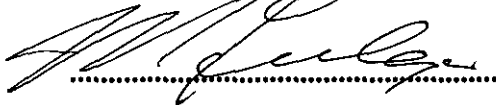


BOND AVIATION SOLUTIONS LIMITED ("the Company")

We, the undersigned, being all of the members of the Company entitled to attend and vote at general meetings of the Company, hereby resolve that the following resolutions shall take effect as Written Resolutions pursuant to and in accordance with Section 381A of the Companies Act 1985:

- 1 THAT the existing 1,000 ordinary shares of £1 each be hereby subdivided into 10,000 ordinary share of 10 pence each and redesignated as 10,000 A ordinary shares of 10 pence each
- 2 THAT the authorised share capital of the Company be and is hereby increased from £1,000 to £8,278.14 by the creation of an additional 62,000 A Ordinary Shares of £0.10 each, 733,332 'B' ordinary shares of 0.01 pence each, 48,000 'C' ordinary shares of 0.01 pence each and 1,000 preference shares of £1.00 each such shares having the rights set out in the articles of association of the Company as proposed to be adopted by resolution number 4 below
- 3 THAT the Directors be and they are hereby generally and unconditionally authorised in accordance with section 80 Companies Act 1985 and in addition to/substitution for any existing power to allot relevant securities to exercise all the powers of the Company to allot relevant securities (within the meaning of the said section 80) up to an aggregate nominal amount of £8,274.14 during the period commencing on the date of the passing of this Resolution and expiring on the date five years from the date of this Resolution both dates inclusive, but so that this authority shall allow the Company to make before the expiry of this authority offers or agreements which would or might require relevant securities to be allotted after such expiry and notwithstanding such expiry the Directors may allot relevant securities in pursuance of such offers or agreements.
- 4 THAT the Directors be and they are authorised and empowered pursuant to Section 95 of the Companies Act 1985 to allot equity securities (as defined in Section 94(2) of the Act) for cash pursuant to the authority conferred by Resolution 2 above as if Section 89(1) of the Companies Act 1985 did not apply.

- 5 THAT the articles of association contained in the printed document produced to the meeting marked "A" and for the purpose of identification signed by the chairman thereof 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.



.....

Mario Fulgoni

Dated: *14th November* 2005

"A"



DATED 14th November 2005

The Companies Acts 1985 and 1989

Private Company Limited by Shares

ARTICLES OF ASSOCIATION
of
BOND AVIATION SOLUTIONS LIMITED
(adopted by a special resolution
passed on 14th November 2005)

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THE COMPANIES ACT 1985

**PRIVATE COMPANY
LIMITED BY SHARES**

ARTICLES OF ASSOCIATION

of

BOND AVIATION SOLUTIONS LIMITED

(adopted by Special Resolution passed on 14 / 11 / 2005)

1 Definitions and interpretation

1.1 In these Articles, unless the context otherwise requires:

"A Ordinary Majority" means the holder(s) of over 50% in nominal value of the A Ordinary Shares for the time being in issue;

"A Ordinary Shares" means the A Ordinary Shares of 10 pence each in the capital of the Company;

"Act" means the Companies Act 1985, as amended re-enacted or replaced from time to time;

"acting in concert" has the meaning ascribed to it by the City Code on Takeovers and Mergers as in force and construed on the date of adoption of these Articles;

"Adoption Date" means the date of adoption of these Articles;

"Astraeus Exit" has the meaning ascribed to "Exit Event" in the articles of association of Astraeus Limited (registered number 4380108);

"Astraeus Group" means Astraeus Limited (registered number 4380108) ("Astraeus"), each holding company for the time being of Astraeus and all subsidiaries or subsidiary undertakings for the time being of Astraeus or such holding company or any of them and "member of the Astraeus Group" shall be construed accordingly;

"Auditors" means the auditors for the time being of the Company;

"Banking Facilities" shall have the meaning ascribed to it in the Investment Agreement;

"B Ordinary Shares" means the B Ordinary Shares of 0.01 pence each in the capital of the Company;

"B Share Sale Price" means an amount equal to the higher of:

- (a) the Issue Price of the B Ordinary Shares plus an amount equal to a rate of return on the Issue Price of the B Ordinary Shares of 10% per annum calculated from the date of issue to the date of Sale or Listing, accruing on a daily basis and compounding on each anniversary of the date of issue of the relevant Shares; and
- (b) £1,258,032

divided by the number of B Ordinary Shares in issue at the time of calculation;

"Bad Leaver" means a person who ceases to be either a director or employee of the Company or a member of the Astraeus Group in circumstances where the Company or a member of the Astraeus Group may terminate his service contract immediately by serving written notice to that effect pursuant to clause 16 thereof or a person in breach of a restrictive covenant contained in his service contract with the Company or a member of the Astraeus Group (as the case may be) or in the case of an employee who provides his employment or director services through a limited company, where such contract is terminated immediately by the Company and a member of the Astraeus Group;

"Board" means the board of directors from time to time of the Company or the directors present at a duly convened meeting of directors at which a quorum is present;

"Business Day" means any day except Saturday, Sunday, Christmas Day or any bank holiday in England;

"C Ordinary Shares" means the C Ordinary Shares of 0.01 pence each in the capital of the Company;

"Chairman" means the chairman of the Board appointed in accordance with Article 18.4;

"Change of Control" means the acquisition whether by purchase, transfer, renunciation or otherwise but excluding a transfer of Shares made in accordance with Article 9 (other than Article 9.5(a)) by any person not an original party to the Investment Agreement ("**a Third Party Purchaser**") of any interest in any Shares if, upon completion of that acquisition, the Third Party Purchaser, together with persons acting in concert or connected with him (excluding any person who was an original party to the Investment Agreement), would hold more than 50 per cent of the voting rights attached to the issued Shares;

"connected with" has the meaning ascribed to it in section 839 Income and Corporation Taxes Act 1988 save that there shall be deemed to be control for that purpose whenever either section 416 or section 840 of that act would so require;

"Deemed Transfer Notice" has the meaning ascribed to it in Article 11.2;

"Early Leaver" means a person (other than a Good Leaver) who for any reason and in any circumstances ceases to be either an employee or director of any member of the Group on or before 31 October 2009 or in the case of an employee or director who provides such employment or director services through a limited company where such arrangement is terminated before that date or any member of the Astraeus Group on or before 5 April 2006 or in the case of an employee or director who provides such employment or director services through a limited company where such arrangement is terminated before that date;

"Equity Shares" means the A Ordinary Shares and the C Ordinary Shares;

"Exit Event" means the earlier to occur of:

- (a) the date and time at which an agreement referred to in the definition of "Sale" is completed; and
- (b) the date and time at which a Listing takes place;

"Good Leaver" means a person who ceases to be either a director or employee of the Company or any member of the Astraeus Group as a result of death, illness (including mental illness), permanent disability or permanent incapacity through ill health;

"Group" means the Company, each holding company for the time being of the Company and all the subsidiaries or subsidiary undertakings for the time being of the Company or such holding company or any one of them and **"member of the Group"** shall be construed accordingly;

"holding company" means a holding company as defined by section 736 and 736A of the Act;

"Institutional Loan Stock Security Documents" means the debentures of the Company in favour of the Investors to be dated the same date as the Adoption Date;

"Investor" means an Investor, as defined in the Investment Agreement;

"Investment" means:

- (a) the Issue Price of the C Ordinary Shares to be issued to the Investors under the Investment Agreement; and
- (b) the Issue Price of the B Ordinary Shares to be issued to the Investors under the Investment Agreement; and
- (c) the Issue Price of the Preference Shares to be issued to the Investors under the Investment Agreement; and
- (d) £1,749,000 of Secured Institutional Loan Stock to be issued to the Investors under the Investment Agreement; and
- (e) any further monies invested by the Investors in the Company;

"Investment Agreement" means the agreement relating to the Company dated the same date as the Adoption Date and made between the Company (1), the Managers (as defined in it) (2), the Investors (as defined in it) (3) the Shareholders (as defined in it) (4), and the Investing Shareholders (as defined in it) (5) , as amended, waived, restated, modified or supplemented for the time being;

"Investor Director" means a person appointed under Article 18.1;

"Investor Majority" means the holder(s) of over 50% in nominal value of the C Ordinary Shares for the time being in issue;

"Investors' Cash Flow" means the aggregate of the following receipts by the Investors in respect of the Investment (but without counting any amount received more than once):

- (i) dividends and other distributions paid by the Company in respect of any part of the Investment (including any associated tax credit but excluding for these purposes any amount paid in respect of late payment and any associated tax credit on such late payment, any fees, costs or expenses paid by the Company in respect of any part of the Investment and including any interest paid on the Secured Institutional Loan Stock);
- (ii) cash paid by the Company in respect of any repayment of any part of the Investment (including any amount in respect of any premium element of the Investment but excluding for these purposes any amount paid in respect of late repayment);
- (iii) the Investors' Proportion,

and so that references to amounts paid and the date of payment shall be the actual payment and date of actual payment (or the closest estimate thereof);

"Investors' IRR" means the internal rate of return (expressed as an annual percentage) actually achieved on payments made in respect of the Investment by reference to the Investors' Cash Flow up to and including the Realisation Date, such rate being calculated in accordance with generally accepted venture capital industry practice and agreed between the Investor Majority and the Board or, in default of agreement, as conclusively reported as such by the Auditors (acting as experts and not arbitrators and whose report shall be final and binding on the Company and all its Members). The report of the Auditors shall be addressed to (and obtained at the cost, pro rata to the Realisation Value to be received, of) the holders of the A Ordinary Shares, the B Ordinary Shares and the C Ordinary Shares;

"Investors' Proportion" means that amount of the Realisation Value as is attributable to the B Ordinary Shares and the C Ordinary Shares comprising a part of the Investment;

"Invitees" means a person or persons selected by the Remuneration Committee (in the 60 Business Days immediately following the date on which, subject Article 11.6, the Sale Price (as defined in Article 10.4) is agreed or determined) being employees

or officers of the Company or prospective employees or officers of the Company or the trustees of any trust;

"Issue Price" means the amount paid up or credited as paid up (including any premium on issue) on the Shares concerned;

"Listing" means the admission to listing or quotation of or permission to deal in any of the issued equity share capital of the Company on the Official List of London Stock Exchange Limited or the Alternative Investment Market or any recognised investment exchange as defined in section 285 of the Financial Services and Markets Act 2000;

"Listing Shares" means the A Ordinary Shares, B Ordinary Shares and C Ordinary Shares (excluding any equity share capital to be subscribed or issued on the Listing other than new shares to be paid up by way of capitalisation of reserves or arising from any sub-division, consolidation or conversion of shares) for the time being in issue;

"Member" means any registered holder of a Share for the time being;

"Offer Notice" means a notice referred to in Article 10.9(a) or (b), as appropriate;

"Preference Dividend" means the dividend payable on the Preference Shares under Article 3.2(a), including any arrears and accruals and deficiencies thereof and interest thereon;

"Preference Shares" means the Preference Shares of £1.00 each in the capital of the Company;

"Realisation" means a Sale or Listing;

"Realisation Date" means:

- (a) in respect of a Listing, the date on which dealings are permitted to commence;
- (b) in respect of a Sale, the date of receipt from the purchaser or purchasers of the consideration first payable on completion of the Sale;

"Realisation Value" means the total value of the issued Shares (which shall include shares deriving therefrom since their date of issue, including shares deriving therefrom following any capital reorganisation effected prior to the Realisation) calculated as follows and on the basis that the relevant Realisation has been effected in accordance with its terms:

- (a) in the event of a Listing, the market value of the Listing Shares determined by reference to the price per share at which such shares are to be offered for sale, placed or otherwise marketed pursuant to the arrangements relating to the Listing, all as determined by the merchant bank or, if none, the broker appointed by the Board to advise in connection with the Listing;
- (b) in the event of a Sale:

- (i) if the Shares are to be sold by private treaty (as distinct from a public offer) and the consideration is a fixed cash sum payable in full on completion of the Sale, the total amount of such cash sum;
- (ii) if a written offer has been made for a cash consideration or, if the Sale is pursuant to any other public cash offer or public offer accompanied by a cash alternative, the total cash consideration or cash alternative price for all the shares of the Company for which the offer is made;
- (iii) if the Sale is by private treaty or public offer and the consideration is the issue of securities (not accompanied by a cash alternative):
 - (A) if the securities will rank pari passu with a class of securities already admitted to trading on a recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000) (in the case of a sale by private treaty) the value attributed to such consideration in the related sale agreement setting out the terms of such sale or, (in the case of a Sale following a public offer or failing any such attribution in the sale agreement) by reference to the value of such consideration determined by reference to the average middle market quotation of such securities over the period of 5 Business Days ending 3 Business Days prior to the day on which the Sale is completed; or
 - (B) if the securities are not of such a class, the value of the relevant consideration as agreed between the Investor Majority and the Board or, in the absence of such agreement prior to the Realisation, such value as is reported on by the Auditors, in a report obtained for the purpose and addressed to (and at the cost, pro rata to the Realisation Value to be received, of) the holders of the Shares;
- (iv) to the extent that the Sale includes an element of deferred or contingent consideration, its value shall be the present value of such deferred contingent consideration determined by the Auditors, in a report obtained for the purpose and addressed to (and at the cost, pro rata to the Realisation Value to be received, of) the holders of the Shares; and
- (v) if and to the extent that (i) to (iv) above are not applicable, the value of the relevant consideration as agreed between the Investor Majority and the Board or, in the absence of such agreement prior to the Realisation, such value as is reported on by the Auditors, in a report obtained for the purpose and addressed to (and at the cost, pro rata to the Realisation Value to be received, of) the holders of the Shares;

“Relevant Return” means the higher of the Required Cash Return and the Required Realisation Value;

“Remuneration Committee” has the meaning ascribed to it in the Investment Agreement;

"Required Cash Return" means the aggregate Investors' Cash Flow which is equal to 2.5 x the Investment;

"Required Realisation Value" means, in respect of a given Realisation, the Realisation Value which would result in an Investors' IRR of 30%;

"Sale" means the making of one or more agreements (whether conditional or not) for the disposal, transfer, purchase, subscription or renunciation of any part of the share capital of the Company giving rise to a Change of Control and for the purposes of this definition "disposal" shall mean a sale, transfer, assignment or other disposition whereby a person ceases to be the absolute beneficial owner of the share in question or voting rights attached thereto or an agreement to enter into such disposal or the grant of a right to compel entry into such an agreement;

"Secured Institutional Loan Stock" means the £1,749,000 Secured Institutional Loan Stock of the Company constituted by the Secured Institutional Loan Stock Instrument;

"Secured Institutional Loan Stock Instrument" means the deed poll of the Company to be dated the same date as the Adoption Date constituting the Secured Institutional Loan Stock;

"Shares" means the A Ordinary Shares, the B Ordinary Shares, the C Ordinary Shares and the Preference Shares and **"Share"** means any one share of any such class;

"subsidiary" means a subsidiary as defined by sections 736 and 736A of the Act;

"subsidiary undertaking" means a subsidiary undertaking as defined by section 258 of the Act;

"Table A" means Table A in the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985;

"Third Party Purchaser" has the meaning ascribed to it in the definition of "Change of Control" and where the relevant acquisition was effected by the renunciation of a renounceable letter of allotment, shall include the relevant renouncee;

"United Kingdom National" means in respect of an individual an individual who is a citizen of the United Kingdom (excluding the Channel Islands and the Isle of Man) and in respect of a company, a company incorporated in England and Wales or Scotland, which is itself majority owned or effectively controlled by the United Kingdom Nationals; and

"Valuers" means the Auditors unless either the Vendor (as defined in Article 10) objects or the Auditors give notice to the Company that they decline an instruction to the report on the Market Value when the Valuers shall be a firm of chartered accountants agreed between the Vendor and the Remuneration Committee or, in default of agreement within 10 Business Days after the first name being proposed by one of them, appointed by the President of the Institute of Chartered Accountants in England and Wales on the application of the Vendor or the Remuneration Committee.

1.2 These Articles and the regulations of Table A (subject to any modifications set out in

these Articles) shall constitute the articles of association of the Company.

- 1.3 References in these Articles to regulations are to regulations in Table A.
- 1.4 In these Articles, words importing a gender include every gender and references to persons shall include bodies corporate, unincorporated associations and partnerships and the words importing the singular shall, unless the context otherwise requires, words importing the singular include the plural and vice versa.
- 1.5 Words and expressions defined in or for the purposes of the Act or Table A shall, unless the context otherwise requires, have the same meaning in these Articles.
- 1.6 The headings in these Articles shall not affect their construction or interpretation.
- 1.7 The Contracts (Rights of Third Parties) Act 1999 shall not apply to any rights under these Articles.
- 1.8 The expressions “**the Investor**” and “**the Investors**” shall be deemed to include their respective successors in title and their assigns from time to time.

2 Authorised Share Capital

- 2.1 The authorised share capital of the Company at the Adoption Date is £8,278.14 divided into 72,000 A Ordinary Shares, 733,332 B Ordinary Shares, 48,000 C Ordinary Shares and 1,000 Preference Shares.

3 Rights attached to the Shares

- 3.1 Save as specified in these Articles, the A Ordinary Shares, and the C Ordinary Shares shall rank *pari passu* in all respects. The B Ordinary Shares shall have the rights set out in these Articles.

3.2 Dividends

- (a) The Company shall pay to each of the Members holding Preference Shares in priority to the holder of any other class of Share, a cumulative gross cash dividend at the rate of 10 pence per annum in respect of each Preference Share held by him (“**the Preference Dividend**”).
 - (i) The Preference Dividend shall accrue from day to day from and including the date of issue and to and including the date on which any such Preference Share is redeemed and shall be paid in arrears on [1 May and on 1 November in each year and on an Exit Event save that the first payment shall be made on 1 May 2006 in respect of the period commencing on the date of the issue of such Preference Share to and including 30 April 2006.
 - (ii) Unless the Company is prohibited from paying dividends by the Act, the Preference Dividend shall (notwithstanding regulations 102 to 108 inclusive or any other provision of these Articles and in particular notwithstanding that there has not been a recommendation of the Board or resolution of the Company in general meeting) be paid immediately

on the due date and if not then paid shall be a debt due by the Company and be payable in priority to any later Preference Dividend.

(iii) Where the Company is prohibited by the Act from paying in full any Preference Dividend on any date specified in Article 3.2(a)(i), then in respect of any Preference Dividend which would otherwise require to be paid pursuant to these Articles on that date:

(A) the Company shall pay, on the date, to the holders of the Preference Shares on account of the Preference Dividend the maximum sum (if any) which can then, consistently with the Act, be paid by the Company; and

(B) as soon as the Company is no longer prohibited from doing so, the Company shall in respect of the Preference Shares pay on account of the balance of the Preference Dividend for the time being remaining outstanding and until all arrears, accruals and deficiencies of the Preference Dividend have been paid in full, the maximum amount of Preference Dividend which can, consistently with the Act, properly be paid by the Company at that time.

(b) No further dividend shall be declared or paid to the holders of any Shares in respect of any financial year of the Company without the consent of an Investor Majority and any such dividend shall be paid to all the holders of Equity Shares (pari passu as if the same constituted one class of share) provided that where the aggregate amount of such dividend exceeds £1,000,000 per Equity Share the holders of the B Ordinary Shares shall be entitled to their pro rata entitlement of all further dividends declared or paid in that financial year as if the B Ordinary Shares were Equity Shares. The holders of the B Ordinary Shares and the C Ordinary Shares shall not be entitled to receive a dividend payment under this Article 3.2(b) if and to the extent that the payment would exceed 50% of the total amount of the profits of the Company available for distribution.

3.3 Capital

On a return of capital whether on liquidation or capital reduction or otherwise (other than a redemption or purchase of shares made in accordance with these Articles) the surplus assets of the Company remaining after the payment of its liabilities shall be applied as follows:

(a) first, to the extent they have not been redeemed under Article 3.5, in paying to the Members holding Preference Shares an amount equal to the Issue Price and all dividends (including interest) accrued or in arrears on the Preference Shares;

(b) second, in paying to the holders of the A Ordinary Shares and the C Ordinary Shares the Issue Price of each such share and to the holders of the B Ordinary Shares, the B Share Sale Price of each such share (pari passu as if the A

Ordinary Shares, the B Ordinary Shares and the C Ordinary Shares constituted one class of share); and

- (c) the balance of such assets shall be distributed amongst the holders of the A Ordinary Shares and the C Ordinary Shares (pari passu as if the same constituted one class of share) provided that once the holders of the A Ordinary Shares and the C Ordinary Shares have received the sum of £1,000,000 per share, the holders of the B Ordinary Shares shall be entitled to their pro rata entitlement of all further assets available for distribution pari passu as if the A Ordinary Shares, the B Ordinary Shares and the C Ordinary Shares constituted one class of share

and provided further that the amount payable to the holders of the B Ordinary Shares and the C Ordinary Shares pursuant to this Article 3.3 shall not exceed 50% of the assets of the Company available for distribution amongst the participators (as defined in section 417 of the Income and Corporation Taxes Act 1988) of the Company.

3.4 Voting

- (a) Subject to Article 3.4(d), the holder of an A Ordinary Share or of a C Ordinary Share shall be entitled to receive notice of and to attend and speak at any general meetings of the Company and such holder who (being an individual) is present in person or by proxy or (being a body corporate) is present by duly authorised representative or by proxy shall, on a show of hands, have one vote, and, on a poll, have one vote for each A Ordinary Share or C Ordinary Share held by him, as the case may be. The holder of a B Ordinary Share (in that capacity) and, subject to Article 3.4(b) and Article 3.4(d), the holder of a Preference Share (in that capacity) shall not be entitled to receive notice of nor to attend nor speak nor vote at any general meetings of the Company.
- (b) The holders of Preference Shares shall be entitled (once they have given to the Company written notice to enfranchise such shares) to attend and speak at any general meeting of the Company and to exercise as a class on a poll three times the total number of votes attached to all shares of any other class in issue on any resolution at any general meeting of the Company if:
 - (i) the provider of any banking facilities provided to any member of the Group shall at any time have become entitled to declare the whole or any part of such facilities due and payable in advance of its stated maturity date as a result of any event of default in respect of or arising pursuant to any such banking facilities (however such event of default is described and whether or not such provider shall actually have made any such declaration as a consequence) and either (a) such provider shall not have formally waived such entitlement in writing to the satisfaction of an Investor Majority or (b) such default is capable of being remedied by the making of payment under the Banking Facilities but it is not so remedied within the allotted timescale; or
 - (ii) there shall at any time have occurred any breach or non observance by the Company or any of the Board or any Member (excluding any Investor Director or the Non-Executive Director or any Investor) of

any of the provisions of these Articles (including the provisions of Table A incorporated in these Articles) or of the Investment Agreement or of the Secured Institutional Loan Stock Instrument or any of the Institutional Loan Stock Security Documents and at any time thereafter an Investor Majority shall have notified the Company in writing that it does not consider such breach together with its consequences (if any) for any holder of B Ordinary Shares or C Ordinary Shares to be capable of being rectified; or

- (iii) there shall at any time have occurred any breach or non observance by the Company or any of the Board or any Member (excluding any Investor Director or the Non-Executive Director or any Investor) of any of the provisions of these Articles (including the provisions of Table A incorporated in these Articles) or any of the Institutional Loan Stock Security Documents and at any time thereafter an Investor Majority shall have notified the Company in writing that it does consider such breach together with its consequences (if any) for any holder of B Ordinary Shares or C Ordinary Shares to be capable of being rectified and shall in such notice have specified what is to be done to achieve such rectification and all aspects of such rectification shall not have been carried out exactly as specified by an Investor Majority within 10 Business Days of such notice being given; or
 - (iv) any amount payable by the Company in respect of the Secured Institutional Loan Stock is in arrears (howsoever caused and whether or not demand has been made therefor) by more than 5 Business Days (whether or not the payment of the same shall have been prevented or delayed by or would breach any intercreditor or other arrangements for the time being between (with or without other parties) the Company and the provider of any banking facilities provided to any member of the Group); or
 - (v) the Preference Dividend shall at any time have become in arrears (whether or not the Company shall be legally able to pay the same) by more than 5 Business Days; or
 - (vi) any Preference Share due to be redeemed under Article 3.5 shall at any time not have been duly redeemed (whether or not the Company shall be legally able to redeem the same) within 5 Business Days of the due date.
- (c) The voting rights attached to the Preference Shares pursuant to Article 3.4(b) shall be exercisable at any time after any of the circumstances referred to in Article 3.4(b) shall have occurred (subject to the notice to enfranchise referred to in Article 3.4(b) having been served) and such rights shall continue only until the payment by the Company of all such amounts then overdue or until each such other breach shall have been waived in writing by an Investor Majority or otherwise shall have been rectified by the Company to the reasonable satisfaction, confirmed in writing, of an Investor Majority whereupon the voting rights attached to the Preference Shares shall be as provided for in Article 3.4(d) unless and until the rights under this Article 3.4

shall have been activated by further notice.

- (d) The Preference Shares shall entitle their holders to receive notice of a general meeting of the Company but, subject to Article 3.4(b) and Article 3.4(c) above, not to attend or speak or vote thereat.
- (e) Notwithstanding any other provision of these Articles (including without limitation Article 11.3), the maximum total number of votes conferred by the C Ordinary Shares together shall be no more than 50% of the total capable of being cast on a show of hands or on a poll by the holder of Shares.

3.5 Redemption of Preference Shares

- (a) The Company shall redeem all the Preference Shares then in issue immediately prior to, and conditionally upon, the occurrence of any of the following:-
 - (i) an Exit Event; or
 - (ii) (if an Investor Majority shall so require) the appointment of a receiver, manager or administrative receiver over all or any part of the assets of any member of the Group or the appointment of a liquidator or administrator over any member of the Group.
- (b) The Company may, with the written consent of the holders of the Preference Shares which in their absolute discretion may be withheld, redeem some or all the Preference Shares.
- (c) The Company shall pay on each of the Preference Shares so redeemed, as a debt of the Company, the sum equal to its Issue Price together with a sum equal to all arrears, deficiencies or accruals of the Preference Dividend (whether earned or declared or not), calculated down to and including the date of redemption.
- (d) On each date for any redemption of Preference Shares, the Company shall pay to each registered holder (or in the case of joint holders, to the holder whose name stands first in the register of members of the Company) of the Preference Shares which are to be redeemed the amount payable in respect of such redemption. Upon receipt of that amount, the holder shall deliver to the Company for cancellation the certificate(s) for those shares or an indemnity in a form reasonably satisfactory to the Company in the respect of any missing share certificate. If any share certificate delivered to the Company includes any shares not redeemable at that time, the Company shall forthwith issue to the holder at the same time a fresh certificate for the balance of the Shares not redeemed without charge. Any redemption of Preference Shares under this Article 3.5 shall take place at the registered office of the Company.
- (e) In the case of redemption of less than all the Preference Shares for the time being in issue, the Company shall redeem the same proportion (as nearly as practicable) of each member's registered holdings of Preference Shares, any fractions otherwise arising to be determined (in the absence of agreement between such members) by lot supervised by the Board.

- (f) The Company shall not redeem any Preference Share at a time when any Preference Dividend has not been paid.
- (g) If the Company is permitted by the Act to redeem only some of the Preference Shares which would otherwise fall to be redeemed at any time, the Company shall only redeem that number of such shares that it can so redeem at that time. The Company shall redeem, as soon thereafter as it may do so, all the remaining Preference Shares so to be redeemed, and pending such redemption, shall not pay any dividend on any other class of Shares but without prejudice to the accrual of such dividend(s) or any consequence under these Articles of the late payment of the same.
- (h) If any Member whose Preference Shares are liable to be redeemed under this Article 3.5 fails to deliver to the Company the documents referred to in Article 3.5(c), the Company shall retain the redemption money on trust for that Member (but without obligation to invest or earn or pay interest in respect of the same) until it receives those documents. The Company shall then pay the redemption money to the relevant Member upon receipt of those documents.

3.6 The B Ordinary Shares

The B Ordinary Shares shall

- (a) not entitle the holders (in that capacity) to receive notice of or to attend or vote at any general meeting of the Company;
- (b) save as provided in Articles 3.2(b) and 3.3, not entitle the holders (in that capacity) to participate in any profits or assets of the Company;
- (c) be capable of transfer to any person to whom a holder of C Ordinary Shares may transfer C Ordinary Shares pursuant to these Articles; and
- (d) have the rights set out in Article 4.

4 Provisions on Sale/Listing

4.1

- (a) On a Sale, the following provisions of this Article 4.1 shall apply to determine the allocation of the proceeds of such Sale. The Members selling Shares shall (unless otherwise agreed by an Investor Majority) pay the proceeds thereof after repayment of the Secured Institutional Loan Stock in accordance with the Institutional Loan Stock Instrument into a joint account at a UK clearing bank nominated by the Investor Majority immediately prior to the Sale and such proceeds shall as between the Members be allocated and paid to them:
 - (i) first, to the extent they have not been redeemed under Article 3.5, in paying to the Members holding Preference Shares an amount equal to their Issue Price and all dividends (including interest) accrued or in arrears on the Preference Shares;
 - (ii) second, in paying to the Members holding B Ordinary Shares an

amount equal to the B Share Sale Price for each B Ordinary Share; and

- (iii) lastly, until such time as the holders of the C Ordinary Shares as a class have achieved their Relevant Return ("**the Threshold**"), in dividing the surplus (if any) between the holders of the A Ordinary Shares and the C Ordinary Shares as to 32% to the Members holding A Ordinary Shares (pro rata to their holding of A Ordinary Shares) and 68% to the Members holding C Ordinary Shares (pro rata to their holding of C Ordinary Shares) and the amount of such surplus (if any) in excess of the Threshold shall be divided between the holders of the A Ordinary Shares and the C Ordinary Shares as to 47% to the Members holding A Ordinary Shares and 53% to the Members holding C Ordinary Shares (pro rata to their holding of C Ordinary Shares).

The provisions of Article 4.1 shall not apply on or after a Listing.

- 4.2 Immediately prior to and conditionally upon a Listing, the Members shall enter into such reorganisation of the share capital of the Company as they may agree or, in default, as an Investor Majority may reasonably specify, to ensure that the Realisation Value is reallocated between the Members in the same proportions as the provisions

of Article 4.1 would provide on a Sale at that Realisation Value.

5 Variation of Class Rights

- 5.1 Whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class may be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent in writing of the holders of three quarters of the issued shares of that class or with the sanction of an extraordinary resolution passed at a separate meeting of the holders of the issued shares of that class, but not otherwise. To every such separate meeting, all the provisions of these Articles relating to general meetings of the Company shall apply with amendments necessary to give efficiency.
- 5.2 Without prejudice to the generality of their rights, the special rights attached to the B Ordinary Shares, C Ordinary Shares and Preference Shares shall each be deemed to be varied at any time by any of the following:
 - (a) an increase, reduction or other alteration in the issued or authorised share capital of the Company or any other member of the Group or a variation in the rights attaching to any class thereof other than a redemption of Preference Shares in accordance with these Articles;
 - (b) the grant of an option to subscribe for shares in the Company or any other member of the Group or the issue of any securities or instruments convertible into shares in any such company other than pursuant to an employee share option scheme approved by the Remuneration Committee under the terms of the Investment Agreement;
 - (c) the creation by the Company or any other member of the Group of any mortgage, charge, pledge, lien, encumbrance or other security interest

(excluding an interest arising by operation of law in the ordinary course of business and excluding any interest granted pursuant to the Banking Facilities;

- (d) the making of any material change (including cessation) in the nature of the business of the Group taken as a whole;
- (e) the alteration of the memorandum of association of the Company or these Articles or the passing of any special or extraordinary resolution of the Members;
- (f) the declaration or payment of any dividend or the making or any other distribution in respect of the profits, assets or reserves of the Company or any other member of the Group other than the Preference or the redemption of Preference Shares in accordance with these Articles;
- (g) the institution of any proceedings for, or the passing of any resolution for the winding up or administration of the Company or any other member of the Group;
- (h) the appointment or removal of any director except in accordance with Article 18;
- (i) a Sale or Listing;
- (j) the Company or any other member of the Group incurring an obligation to do any of the foregoing; and
- (k) the registration or purported registration of any transfer of any share or interest therein other than as expressly permitted by these Articles.

6 Issue of Shares – section 80 and section 89

- 6.1 Subject to the Act and to Article 5.2, all unissued Shares in the Company shall be under the control of the Remuneration Committee and they may offer, allot, grant rights or warrants to subscribe for, grant options over, or otherwise deal with or dispose of unissued shares in the Company to such persons and generally on such terms in such manner and at such times as they may determine.
- 6.2 Section 89(1) and Sections 90(1) to (6) of the Act shall not apply to the Company.
- 6.3 Subject to Article 5.2 and 6.1, the Directors of the Company are hereby authorised pursuant to section 80 of the Act generally to exercise each and every power of the Company to allot relevant securities (as defined in that section) up to a maximum amount in nominal value which when aggregated with the subscriber share(s) and the relevant securities already allotted on the adoption of these Articles is equal to the authorised share capital on such adoption, such authority to expire on the day immediately preceding the fifth anniversary of the adoption of these Articles.

7 Lien

- 7.1 All Shares to be sold in the enforcement of the Company's lien or rights of forfeiture shall be offered in accordance with Article 11 (Compulsory Transfers) as if a Deemed

Transfer Notice were deemed given in respect of such Shares.

8 Transfer of Shares - General

8.1 The Board shall not register the transfer of any Share or any interest in any Share unless the transfer:

- (a) is permitted by Article 9 (Permitted Transfers); or
- (b) is made in accordance with Article 10 (Voluntary Transfers), Article 11 (Compulsory Transfers), Article 12 (Come Along), or Article 13 (Tag Along)

and, in any such case, is not prohibited under Article 14 (Prohibited Transfers).

8.2

- (a) For the purpose of ensuring that a transfer of Shares is in accordance with these Articles or that no circumstances have arisen whereby a Member may be bound to give or be deemed to have given a Transfer Notice the Remuneration Committee may from time to time require any Member or any person named as transferee in any transfer lodged for registration to furnish to the Remuneration Committee such information and evidence as they deem relevant for such purpose. Failing such information or evidence being furnished to their reasonable satisfaction within a reasonable time after request the Remuneration Committee may (with the approval of an Investor Majority) in their absolute discretion refuse to register the transfer in question or (with the approval of an Investor Majority) where no transfer is in question require by notice in writing to the Member(s) concerned that a Transfer Notice be given in respect of the Shares concerned.
- (b) If such information or evidence requested under Article 8.2(a) discloses to the reasonable satisfaction of the Remuneration Committee (with the approval of an Investor Majority) that circumstances have arisen whereby a Member may be bound to give or be deemed to have given a Transfer Notice the Remuneration Committee may (with the approval of an Investor Majority) by notice in writing to the Member(s) concerned require that a Transfer Notice be given in respect of the Shares concerned.

8.3 An obligation to transfer a Share under these Articles 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.

9 Permitted Transfers

9.1 For the purposes of Article 9, Article 10 and Article 11:

- (a) **"Family Member"** means, in relation to a Member, any of his spouse (or widow or widower), children and grandchildren (including step and adopted children and grandchildren);
- (b) **"Family Trust"** means, in relation to a Member, a trust which does not permit any of the settled property or the income from it to be applied otherwise than

for the benefit of that Member or any of his Family Members and under which no power of control over the voting powers conferred by any Shares the subject of the trust is capable of being exercised by, or being subject to the consent of, any person other than the trustees or such Member or any of his Family Members;

(c) **"investment fund"** means:

(i) any arrangement constituting a collective investment scheme for the purpose of section 285 of the Financial Services and Markets Act 2000 (as amended or re-enacted for the time being) or which would constitute such a scheme if it did not fall within an exemption or exclusion to that section;

(ii) any investment trust or venture capital trust;

(iii) any partnership, whether or not limited; and

(iv) any pension or retirement or life assurance fund or company or trustee thereof;

(d) **"a member of the same group"** means, in relation to a body corporate, any other body corporate which is for the time being a holding company of that body corporate or a subsidiary of that body corporate or a subsidiary of any holding company of which that body corporate is also a subsidiary; and

(e) **"permitted transfer"** means any transfer of Shares permitted under this Article 9.

9.2 Transfers to relations and trustees

(a) Subject to Articles 9.2(b) to 9.2(d) inclusive and to Article 14, any Member who is an individual may at any time during his lifetime transfer up to a maximum of a quarter of the number of Shares originally allotted to and still held by him to a person or persons shown to the reasonable satisfaction of the Remuneration Committee to be:

(i) a Family Member of his; or

(ii) trustees to be held under a Family Trust for that Member.

(b) No transfer of Shares shall be made unless an Investor Majority has confirmed in writing its satisfaction (such satisfaction not to be unreasonably withheld or delayed):

(i) with the terms of the instrument constituting the relevant Family Trust and in particular with the powers of the trustees including but not limited to the express power to give warranties and indemnities on any disposal of trust property;

(ii) with the identity of the trustees and the procedures for the appointment and removal of trustees;

- (iii) with the restrictions on changes in the terms of the trust instrument and on distributions by the trustees;
 - (iv) that none of the costs incurred in establishing or maintaining the relevant Family Trust will be payable by any member of the Group; and
 - (v) that the aggregate number of Shares held by that Member following that transfer is equal to or exceeds three quarters of the number of Shares originally allotted to that Member.
- (c) Where Shares are held by trustees under a Family Trust:
- (i) those Shares may, on any change of trustees, be transferred by those trustees to any new trustee of that Family Trust whose identity has been approved in writing by an Investor Majority (such approval not to be unreasonably withheld or delayed);
 - (ii) those Shares may at any time be transferred by those trustees to the settlor of that trust or any other person to whom that settlor could have transferred them under Article 9.2(a) if he had remained the holder of them; and
 - (iii) if and whenever any of those Shares cease to be held under a Family Trust (other than by virtue of a transfer made under Article 9.2(c)(ii)), the trustees shall forthwith transfer all of the Shares then held by them back to the relevant Member, for such consideration as they agree, within 28 days of the cessation or, in default of such agreement, at the Market Value (calculated in accordance with Article 10.4 and 10.5).
- (d) If any person has acquired Shares as a Family Member of a Member by way of one or more permitted transfers and that person ceases to be a Family Member of that Member, that person shall forthwith transfer all the Shares then held by that person back to that Member, for such consideration as they agree, within 28 days of the cessation or, in default of such agreement, at the Market Value (calculated in accordance with Article 10.4 and 10.5).

9.3 Transfers within groups of companies

- (a) Any Member which is a body corporate may at any time transfer any Shares held by it to a member of the same group.
- (b) Where Shares have been transferred under Article 9.3(a) (whether directly or by a series of such transfers) from a Member (the "**Transferor**") to a member of the same group as the Transferor (the "**Transferee**") and subsequent to such transfer the Transferee shall cease to be a member of the same group as the Transferor, then the Transferee shall forthwith transfer all the Shares held by it to the Transferor, for such consideration as they agree and if they do not do so within 28 days of the date upon which the Transferee ceased to be a member of the same group, the Remuneration Committee may with the consent of an Investor Majority require the Transferee to serve a Transfer Notice in respect

of such Shares.

9.4 Transfers between funds

Any Shares held by or on behalf of an investment fund may be transferred:

- (a) to the investment fund for whom the Shares are held; or
- (b) to another investment fund which is managed or advised by the same manager or adviser as the transferor or by a manager or adviser which is a member of the same group as the transferor's manager or adviser; or
- (c) to any unitholder, shareholder, partner or participant in, or manager or adviser (or an officer or employee, past or present, of such partner, manager or adviser) of that investment fund; or
- (d) to any custodian or nominee or other person so authorised, to be held solely on behalf of any person referred to in Article 9.4(a), (b) or (c) above.

9.5 Transfers with consent

- (a) A Member may transfer Shares to any person at any time with the prior written consent of an Investor Majority and an A Ordinary Majority.
- (b) Any Share may, with the consent of an Investor Majority, be transferred to a Venture Capitalist as defined in Article 9.5(c).
- (c) In this Article 9 "**a Venture Capitalist**" means any person or firm or partnership whose business comprises to a material extent the holding for investment purposes of unlisted securities in United Kingdom private companies and includes any nominee, custodian or manager used by any such person, firm or partnership to hold such investments.

9.6 Transfers of entire interest

A transfer of any Share pursuant to this Article 9 shall only be treated as a permitted transfer for the purposes of these Articles if it is a transfer of the entire legal and beneficial interest in such share, free from any lien, charge or other encumbrance (save for any interest of beneficiaries under the relevant Family Trust, where applicable).

10 Voluntary Transfers

- 10.1 Except as permitted under Article 9 (Permitted Transfers), any Member who wishes to transfer any Share ("**a Vendor**") shall before transferring or agreeing to transfer such Share or any interest in it, serve notice in writing ("**a Transfer Notice**") on the Company of his wish to make that transfer. Save as permitted by Article 9 and subject always to Article 12, Article 13 and Article 14, a Member who wishes to transfer an interest in a Share (but not the Share itself) may do so only with the prior approval of an Investor Majority.

- 10.2 In the Transfer Notice the Vendor shall specify:

- (a) the number of Shares ("**Sale Shares**") which he wishes to transfer;
- (b) the identity of the person (if any) to whom the Vendor wishes to transfer the Sale Shares;
- (c) the price per share at which the Vendor wishes to transfer the Sale Shares ("**the Proposed Sale Price**");
- (d) any other terms relating to the transfer of the Sale Shares; and
- (e) whether the Transfer Notice is conditional upon all (and not part only) of the Sale Shares being sold pursuant to the following provisions of this Article 12 ("**a Total Transfer Condition**").

10.3 Each Transfer Notice shall:

- (a) relate to one class of Shares only;
- (b) constitute the Company as the agent of the Vendor for the sale of the Sale Shares on the terms of this Article 10;
- (c) save as provided in Article 10.8, be irrevocable.

10.4 The Sale Shares shall be offered for purchase in accordance with this Article 10 at a price per Sale Share ("**the Sale Price**") agreed between the Vendor and the Remuneration Committee or, in default of such agreement by the end of the 15th Business Day after the date of service of the Transfer Notice:

- (a) if the Remuneration Committee or an Investor Majority so elects within that 15 Business Day period days after the date of service of the Transfer Notice, the price per share reported on by the Valuers as their written opinion of the open market value of each Sale Share ("**the Market Value**") as at the date of service of the Transfer Notice (in which case for the purposes of these Articles the Sale Price shall be deemed to have been determined on the date of the receipt by the Company of the Valuer's report); and
- (b) otherwise shall be the Proposed Sale Price, in which case for the purpose of these Articles the Sale Price shall be deemed to have been agreed at the end of that 15th Business Day.

10.5 If instructed to report on their opinion of Market Value under Article 10.4(a), the Valuers shall:

- (a) act as expert and not as arbitrator and their written determination shall be final and binding on the Members; and
- (b) proceed on the basis that the open market value of each Sale Share shall be the sum which a willing purchaser would agree with a willing vendor to be the purchase price for all the class of Shares of which the Sale Shares form part, divided by the number of issued Shares then comprised in that class but so that for this purpose the A Ordinary Shares and C Ordinary Shares shall be valued as if they were one and the same class but taking no account of any premium

or any discount by reference to the size of the holding the subject of the Transfer Notice but the price shall thereafter be adjusted to take account only of any actual arrear or accrual of dividend if the Sale Shares are to be sold and divided.

10.6 The Company will use its reasonable endeavours to procure that the Valuers deliver their written opinion of the Market Value to the Remuneration Committee and to the Vendor within 28 days of being requested to do so.

10.7 The Valuers' fees for reporting on their opinion of the Market Value shall be borne as the Valuers shall specify in their valuation or otherwise (in the absence of any specification by the Valuer) as to one half by the Vendor and as to the other half by the Company unless the Vendor revokes the Transfer Notice pursuant to Article 10.8 when the Vendor shall pay all the Valuers' fees.

10.8 If the Market Value is reported on by the Valuers under Article 10.4 to be less than the Proposed Sale Price, the Vendor may revoke the Transfer Notice by written notice given to the Board within the period ("**the Withdrawal Period**") of 5 Business Days after the date the Remuneration Committee serves on the Vendor the Valuers' written opinion of the Market Value.

10.9

(a) If the Sale Shares are not A Ordinary Shares, the Remuneration Committee shall at least 10 Business Days after and no more than 20 Business Days after the Sale Price has been agreed or determined, give an Offer Notice to all Members to whom the Sale Shares are to be offered in accordance with these Articles (whether first, second or third level offerees).

(b) If the Sale Shares are A Ordinary Shares, the Remuneration Committee shall give an Offer Notice to all Members or Invitees to whom the Sale Shares are to be offered in accordance with these Articles no more than 20 Business Days

after whichever first occurs of:

(i) Invitee(s) having been determined in respect of all the Sale Shares;

(ii) the period to find Invitee(s) having expired without Invitee(s) having been found in respect of all the Sale Shares.

10.10 An Offer Notice shall:

(a) specify the Sale Price;

(b) contain the other details included in the Transfer Notice; and

(c) invite the relevant offerees to apply in writing, before expiry of the Offer Notice, to purchase the numbers of Sale Shares specified by them in their application

and shall expire 35 Business Days after its service.

10.11 Sale Shares of a particular class specified in column (1) in the table below shall be

treated as offered:

- (a) in the first instance to all persons in the category set out in the corresponding line in column (2) in the table below; and
- (b) to the extent not accepted by persons in column (2), to all persons in the category set out in the corresponding line in column (3) in the table below; and
- (c) in the case of A Ordinary Shares, to the extent not accepted by persons in column (3), to all persons in the category set out in the corresponding line in column (4) in the table below

but no Shares shall be treated as offered to the Vendor or any other Member who is then bound to give, has given or is deemed to have given a Transfer Notice.

(1) Class of Sale Shares	(2) First Offer to	(3) Second Offer to	(4) Third Offer to
A Ordinary Shares	Invitee(s)	Members holding A Ordinary Shares	Members holding B Ordinary Shares and Members holding C Ordinary Shares and Members holding Preference Shares (pari passu as if the B Ordinary Shares and the C Ordinary Shares and Preference Shares constituted one class of share)
B Ordinary Shares	Members holding B Ordinary Shares	Members holding C Ordinary Shares and Members holding Preference Shares (pari passu as if the C Ordinary Shares and Preference Shares constituted one class of share)	Members holding A Ordinary Shares
C Ordinary Shares	Members holding C Ordinary Shares	Members holding B Ordinary Shares and Members holding Preference Shares (pari passu as if the C Ordinary Shares and Preference Shares constituted one class of share)	Members holding A Ordinary Shares

Preference Shares	Members holding Preference Shares	Members holding B Ordinary Shares and Members holding C Ordinary Shares (pari passu as if the B Ordinary Shares and the C Ordinary Shares constituted one class of share)	Members holding A Ordinary Shares

10.12 After the expiry date of the Offer Notice, the Remuneration Committee shall, in the priorities and in respect of each class of persons set out in the columns in the table in Article 10.11, allocate the Sale Shares in accordance with the applications received save that:

- (a) if there are applications from any class of offerees for more than the number of Sale Shares available for that class of offerees, they shall be allocated to those applicants in proportion (as nearly as possible but without allocating to any Member more Sale Shares than the maximum number applied for by him) to the number of Shares of the class which entitles them to receive such offer then held by them respectively;
- (b) if it is not possible to allocate any of the Sale Shares without involving fractions, they shall be allocated amongst the applicants of each class in such manner as the Remuneration Committee shall think fit;
- (c) any allocation of Sale Shares between two or more Invitees shall be entirely at the discretion of the Remuneration Committee; and
- (d) if the Transfer Notice contained a valid Total Transfer Condition, no allocation of Sale Shares shall be made unless all the Sale Shares are allocated.

10.13 The Remuneration Committee shall, within 5 Business Days of the expiry date of the Offer Notice, give notice in writing ("**an Allocation Notice**") to the Vendor and to each person to whom Sale Shares have been allocated (each "**a Purchaser**") specifying the name and address of each Purchaser, the number of Sale Shares agreed to be purchased by him and the aggregate price payable for them.

10.14 Completion of a sale and purchase of Sale Shares pursuant to an Allocation Notice shall take place at the registered office of the Company at the time specified in the Allocation Notice when the Vendor shall, upon payment to him by a Purchaser of the Sale Price in respect of the Sale Shares allocated to that Purchaser, transfer those Sale Shares and deliver the relative share certificates to that Purchaser.

10.15 The Vendor may, during the period of 120 Business Days commencing 20 Business Days after the expiry date of the Offer Notice, sell all or any of those Sale Shares for which an Allocation Notice has not been given by way of bona fide sale to the proposed transferee (if any) named in the Transfer Notice or, if none was so named, to any transferee at any price per Sale Share which is not less than the Sale Price, without any deduction, rebate or allowance to the proposed transferee, provided that:

- (a) the Vendor may not transfer such share and the Remuneration Committee shall not register any transfer to a transferee who is not at that date a Member unless such transferee is first approved in writing by an Investor Majority; and
- (b) if the Transfer Notice contained a Total Transfer Condition, the Vendor shall not be entitled, save with the written consent of the Investor Majority and the Remuneration Committee, to sell only some of the Sale Shares under this Article 10.12.

10.16 If a Vendor fails for any reason (including death) to transfer any Sale Shares when required pursuant to this Article 10, the Remuneration Committee may authorise any Member of the Board (who shall be deemed to be irrevocably appointed as the attorney of the Vendor for the purpose) to execute each necessary transfer of such Sale Shares and deliver it on the Vendor's behalf. The Company may receive the purchase money for such Sale Shares from the Purchaser and shall upon receipt (subject, if necessary, to the transfer being duly stamped) register the Purchaser as the holder of such Sale Shares. The Company shall hold such purchase money in a separate bank account on trust for the Vendor but shall not be bound to earn or pay interest on any money so held. The Company's receipt for such purchase money shall be a good discharge to the Purchaser who shall not be bound to see to the application of it, and after the name of the Purchaser has been entered in the register of Members in purported exercise of the power conferred by this Article 10.16, the validity of the proceedings shall not be questioned by any person.

11 Compulsory Transfers

11.1 In this Article 11, a "Transfer Event" occurs, in relation to any Member:

Bankruptcy etc of individual

- (a) if that Member being an individual:
 - (i) shall have a bankruptcy order made against him or shall be declared bankrupt by any court of competent jurisdiction; or
 - (ii) shall make an offer to make any arrangement or composition with his creditors generally

and in any such case and within the following six months either the Investor Majority shall notify the Company or the Remuneration Committee shall resolve that such event is a Transfer Event in relation to that Member for the purposes of this Article;

Corporate dissolution or insolvency etc

- (b) if that Member being a body corporate:
 - (i) shall have a receiver, manager or administrative receiver appointed over all or any part of its undertaking or assets;
 - (ii) shall have an administrator appointed in relation to it; or

- (iii) shall enter into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction); or
- (iv) shall have any equivalent action in respect of it taken in any jurisdiction outside England and Wales

and within the following six months either the Investor Majority shall notify the Company or the Remuneration Committee shall resolve that such event is a Transfer Event in relation to that Member for the purposes of this Article;

Ceasing to be director or employee in Group

- (c) subject to Article 11.7, if a Member who is at any time a director or employee of a member of the Group or a director or employee of a member of the Astraeus Group or a member who provides his employment or director services to a member of the Group or a member of the Astraeus Group through a limited company:
 - (i) shall cease or cause any company through which his employment or director services are deployed to terminate such employment or director service to hold such office or employment save, in relation to a member of the Astraeus Group, where such cessation arises where there is an Astraeus Exit; or
 - (ii) if the member of the Group or the member of the Astraeus Group of which he is a director or employee shall cease for any reason to be a member of the Group or a member of the Astraeus Group (as the case may be)

and the Member does not remain or thereupon immediately become a director or employee of another company which is still a member of the Group or member of the Astraeus Group (as the case may be) or procure such employment or director services through a company, unless within that following six months an Investor Majority shall notify the Company that such event is not a Transfer Event in relation to that Member for the purposes of this Article;

Unauthorised attempted transfer

- (d) if a Member or any Family Member or the trustees of any Family Trust of a Member shall attempt to deal with or dispose of any Share or any interest in it otherwise than in accordance with these Articles and within the following six months either the Investor Majority shall notify the Company or the Board shall resolve that such event is a Transfer Event in relation to that Member for the purposes of this Article; or

Failure to serve Transfer Notice under specified provisions

- (e) if a Member shall for any reason not give a Transfer Notice in respect of any Shares or transfer any Shares (as the case may be) as required by Articles 8.2,

9.2(c)(iii), 9.2(d) or 9.3(b) and within the following six months after the Company and the Investor Majority have been notified of the attempted transfer either the Investor Majority shall notify the Company or the Remuneration Committee shall resolve that such event is a Transfer Event in relation to that Member for the purposes of this Article.

Consequences of Transfer Event determination

- 11.2 Upon the making of a notification or resolution under Article 11.1 that the same is a Transfer Event (as the case may be) the Member in respect of whom it is a Transfer Event ("**the Relevant Member**") and any other Member who has acquired Shares from him under a permitted transfer (directly or by means of a series of two or more permitted transfers) shall be deemed to have immediately served a Transfer Notice in respect of all Shares then held by such Member(s) ("**a Deemed Transfer Notice**") but so that for the purpose of a Transfer Event falling within Article 11.1(c) the Transfer Notice shall be deemed served six months after the Transfer Event or, if earlier, on the notification by an Investor Majority that the Investor Majority does not intend to notify that the same should not be a Transfer Event. A Deemed Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the same Shares except for Shares which have then been validly transferred pursuant to that Transfer Notice. For the purpose of this Article 11.2, any Shares received by way of rights issue or on a capitalisation by any person to whom Shares may have been transferred (directly or by means of a series of two or more permitted transfers) shall also be treated as included within the Deemed Transfer Notice.

Disenfranchisement

- 11.3 Notwithstanding any other provision of these Articles, if an Investor Majority so resolves in relation to any Shares, any Member holding A Ordinary Shares in respect of which a Deemed Transfer Notice is deemed given shall not be entitled to exercise any voting rights at general meetings of the Company in respect of those Shares on and from the date of the relevant Deemed Transfer Notice until the entry in the register of members of the Company of another person as the holder of those Shares.

Offer for sale

- 11.4 The Shares the subject of any Deemed Transfer Notice shall be offered for sale in accordance with Article 10 as if they were Sale Shares in respect of which a Transfer Notice had been given and treating as the Vendor the person who is deemed to have given the Deemed Transfer Notice save that:
- (a) subject to Article 11.5, the Sale Price shall be a price per Sale Share agreed between the Vendor and the Remuneration Committee with the consent of an Investor Majority or, in default of agreement within 15 Business Days after the Transfer Notice is deemed under Article 11.2 to have been served, the Market Value;
 - (b) a Deemed Transfer Notice shall be deemed not to contain a Total Transfer Condition and shall be irrevocable;
 - (c) the Vendor may retain any Sale Shares for which Purchasers are not found;

and

- (d) Article 11.5 shall apply.

Special provision on ex director/employee

11.5 The Sale Price for any Sale Shares which are the subject of a Deemed Transfer Notice given as a consequence of a Transfer Event falling within Article 11.1(c) shall:

- (a) in the case where the Relevant Member is not an Early Leaver nor a Bad Leaver, be their Market Value; and
- (b) in the case where the Relevant Member is an Early Leaver or a Bad Leaver, be the lower of:
 - (i) their Issue Price; and
 - (ii) their Market Value.

Dispute not to delay sale

11.6 A dispute as to whether Article 11.5(a) or Article 11.5(b) applies to any Sale Shares shall not affect the validity of a Deemed Transfer Notice but any person who acquires Sale Shares ("**the Purchaser**") pursuant to a Deemed Transfer Notice while such a dispute is continuing shall pay to the Vendor their Market Value discounted in accordance with Article 11.5 (assuming, if not the case, that the Relevant Member is an Early Leaver or a Bad Leaver) and shall pay the amount of such discount to the Company. The Company shall hold that discount in a separate interest-bearing bank deposit account as trustee to pay it, and interest earned thereon, upon final determination of the dispute:

- (a) to the Purchaser(s) in the case of an Early Leaver or a Bad Leaver; and
- (b) to the Vendor in the case of a Relevant Member who is not an Early Leaver nor a Bad Leaver

provided always that if the Vendor and Purchaser(s) otherwise agree in writing and notify such agreement to the Company it shall hold and deal with the monies paid into such account and interest as such agreement and notice may specify even though the issue of whether the Relevant Member was or was not an Early Leaver or a Bad Leaver has not been resolved.

Date of end of employment

11.7 For the purpose of Article 11.1(c) and Article 21, the date upon which a Member ceases to hold office as an employee as described therein shall:

- (a) where the employer validly terminates a contract of employment by giving notice to the employee of the termination of the employment, whether or not the same constitutes a wrongful or unfair dismissal, be the later of the date of that notice and the date (if any) for the termination expressly stated in such notice (whether or not a payment is made by the employer in lieu of all or part

of the notice period required to be given by the employer in respect of such termination);

- (b) where the employee terminates or purports to terminate a contract of employment by giving notice to the employer of the termination of the employment (whether or not he is lawfully able so to do), be the later of the date of that notice and the date (if any) for the termination expressly stated in such notice;
- (c) where an employer or employee wrongfully repudiates the contract of employment and the other respectively accepts that the contract of employment has been terminated, be the date of such acceptance by the employee or employer respectively;
- (d) where a contract of employment is terminated under the doctrine of frustration, be the date of the frustrating event;
- (e) where a contract of employment is terminated for any reason other than in the circumstances set out in the definition of Good Leaver, be the date on which the person actually ceases to be employed by the employer; and
- (f) where a Member provides his employment services through a limited company, the date on which such contract is terminated.

11.8 Once a Deemed Transfer Notice shall under these Articles be given in respect of any Share then no permitted transfer under Article 9 may be made in respect of such Share unless and until a Offer Notice shall have been served in respect of such Share and the period of allocation permitted under Article 10 shall have expired without such allocation.

11.9 For the purposes of Articles 11.4(a) and 11.5(a) "Market Value" shall bear the same meaning as in Article 10.4 (and shall be computed on the basis set out in Article 10.5 save that in arriving at "Market Value" for the purposes of Articles 11.4(a) and 11.5 the Valuers shall disregard the provisions of Articles 9.2(d), 11.2 and 12.1).

12 Come Along

12.1 If any Investor Majority (together "**the Selling Shareholders**") wish to transfer all their Shares, the Selling Shareholders shall have the option ("**the Come Along Option**") to require all the other holders of Shares to transfer all their shares with full title guarantee to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with this Article 12.

12.2 The Selling Shareholders may exercise the Come Along Option by giving notice to that effect ("**a Come Along Notice**") to all other Shareholders ("**the Called Shareholders**") at any time before the registration of the transfer of the Shares held by the Selling Shareholders. A Come Along Notice shall specify that the Called Shareholders are required to transfer all their Shares ("**the Called Shares**") pursuant to Article 12.1 to the Third Party Purchaser, the price at which the Called Shares are to be transferred (determined in accordance with Article 12.4) the proposed date of transfer (if known) and the identity of the Third Party Purchaser. A Come Along

Notice shall be deemed served upon the envelope containing it being placed in the post and regulation 115 of Table A and Article 22 shall in the context of a Come Along Notice be amended accordingly and regulations 112 to 115 of Table A shall otherwise apply to the service of a Come Along Notice as if it were a notice to be given by the Company.

- 12.3 A Come Along Notice may be revoked at any time prior to completion of the sale of the Called Shares and any such revocation notice shall be served as in Article 12.2.
- 12.4 The Called Shareholders shall be obliged to sell the Called Shares at the price specified in the Come Along Notice which shall attribute value to each A Ordinary Share and each B Ordinary Share and each C Ordinary Share, including the Shares to be sold by the Selling Shareholders, being the estimated value such shareholder would have received on a Sale under Article 4.1.
- 12.5 Completion of the sale of the Called Shares shall take place on the same date as the date of actual completion of the sale of the Selling Shareholders' Shares unless all of the Called Shareholders and the Selling Shareholders agree otherwise.
- 12.6 Each Called Shareholder shall on service of the Come Along Notice be deemed to have irrevocably appointed each of the Selling Shareholders severally to be his attorney to execute any stock transfer and covenant for full title guarantee in respect of the Called Shares registered in the name of such Called Shareholders and to do such other things as may be necessary or desirable to accept, transfer and complete the sale of his Called Shares pursuant to this Article 12. The rights of pre-emption and other restrictions contained in these Articles shall not apply on any sale and transfer of Shares by the Selling Shareholders or the Called Shareholders to the Third Party Purchaser named in a Come Along Notice in connection with the transfer contemplated by Article 12.1 and the Come Along Notice.
- 12.7 In connection with the Sale the provisions of Article 4.1 (*Provisions on Sale/Listing*) shall apply to the proceeds of the Shares and save as aforesaid the provisions of this Article 12 shall prevail over any contrary provisions of these Articles. Any Transfer Notice or Deemed Transfer Notice served in respect of any Share which has not been transferred in accordance with Article 10 shall automatically be revoked by the service of a Come Along Notice.

13 **Tag Along**

- 13.1 Subject to Article 9 (except Article 9.5(b)) and Article 12 but notwithstanding any other provision in these Articles, no sale or other disposition of any Share (the "**Specified Shares**") shall have any effect if it would result in a Change of Control or would result in more than 50% of the C Ordinary Shares being held by a Third Party Purchaser unless before the transfer is lodged for registration the Third Party Purchaser has made a bona fide offer in accordance with these Articles to purchase at the specified price (defined in Article 13.3) a pro rata proportion of all the Shares held by Members who are not acting in concert or otherwise connected with the Third Party Purchaser ("**the Uncommitted Shares**").
- 13.2 An offer made under Article 13.1 shall be in writing, given in accordance with Article 22, open for acceptance for at least 15 Business Days, and shall be deemed to be

rejected by any Member who has not accepted it in accordance with its terms within the time period prescribed for acceptance and the consideration thereunder shall be settled in full on completion of the purchase and within 30 days of the date of the offer.

13.3 For the purposes of Article 13.1:

- (a) the expressions "**transfer**", "**transferor**" and "**transferee**" include respectively the renunciation of a renounceable letter of allotment, and any renouncee and renouncee of such letter of allotment; and
- (b) the expression "**specified price**" means:
 - (i) in the case of Uncommitted Shares, the higher of:
 - (A) the price per Specified Share; and
 - (B) the highest price paid by the Third Party Purchaser for any Shares (excluding any Preference Shares) during the period of six months prior to the date of the Offer in Article 13.1;
 - (C) (if an Investor Majority shall so require) a price per share equal to the Issue Price thereof together in the case of the Preference Shares, any accrual or arrear of the Preference Dividend thereon calculated down to the date of anticipated completion following acceptance of the Offer;
- (c) If any part of the specified price is payable otherwise than in cash no Member may require as a condition of his acceptance of the Offer, to receive in cash on transfer all or any of the price offered for his Uncommitted Shares.
- (d) On the Sale effected under this Article 13, the provisions of Article 4 shall apply to the proceeds of the Shares.

14 Prohibited Transfers

14.1 Notwithstanding any other provision of these Articles, no transfer of any Share shall be registered if it is to:

- (a) any minor, undischarged bankrupt, trustee in bankruptcy or person of unsound mind; or
- (b) any person (other than a Third Party Purchaser named in a Come Along Notice) who has not executed a deed of adherence to, and in the manner required by, the Investment Agreement.

15 General Meetings

15.1 Regulation 37 of Table A shall be amended by the insertion of the words "or the Investor Director acting alone" after the second word of that regulation.

16 Proceedings at General Meetings

- 16.1 Any member having the right to vote at the meeting may demand a poll at a general meeting and regulation 46 of Table A shall be modified accordingly.
- 16.2 The Chairman shall be entitled to exercise any second or casting vote at any general meeting or class meeting.
- 16.3 Regulation 62 of Table A shall be modified by the deletion in paragraph (a) of the words "deposited at" and by the substitution for them of the words "left at or sent by post or by facsimile transmission to" and by the insertion at the end of the regulation after the word "invalid" of the words "unless a majority of the Board (an Investor Director being part of that majority) resolve otherwise".
- 16.4 Regulation 54 of Table A shall not apply.

17 Number of Directors and appointment of Chairman

- 17.1 The number of directors shall not be less than two and there shall be no maximum number. Regulation 64 of Table A shall not apply.
- 17.2 No person may be appointed Chairman without the approval of an Investor Majority or an Investor Director.

18 Investor Director and Non-Executive Director

- 18.1 Subject to Article 18.2, the Investors may at any time and on more than one occasion appoint one person to be a director and at any time and on more than one occasion remove such person from office.
- 18.2 There shall not be more than one Investor Director in office at any time.
- 18.3 In addition and without prejudice to Article 18.1, the Investors may at any time and on more than one occasion appoint any person to be a non-executive director of the Company ("**Non-Executive Director**") and at any time and on more than one occasion remove such person from office but, in the case of an appointment, subject to a 5 Business Day consultation period with the Board.
- 18.4 The Investors may appoint an Investor Director or the Non-Executive Director as chairman of the Board and may remove the Chairman and appoint a replacement but, in the case of an appointment, subject to a 5 Business Day consultation period with the Board.
- 18.5 Any appointment or removal of an Investor Director or Non-Executive Director shall be in writing served on the Company signed by the relevant Investor(s) and shall take effect at the time it is served on the Company or (if later) the date expressly stated therein, whichever is earlier. Any such appointment or removal by a corporation may be signed on its behalf by its duly authorised representative.
- 18.6 Notice of meetings of the Board shall be served on an Investor Director who is absent from the United Kingdom at the addresses for service of notice on each Investor under the Investment Agreement. The third sentence of regulation 88 shall not apply.

18.7 Upon written request by an Investor Majority, the Company shall procure that any Investor Director and/or Non-Executive Director is forthwith appointed as a director of any other member of the Group indicated in such request.

18.8 Regulation 81(e) of Table A shall not apply to an Investor Director.

19 Alternate Directors

19.1 The words "approved by resolution of the directors and" in regulation 65 of Table A shall not apply to an appointment of an alternate director by an Investor Director.

19.2 Regulation 66 of Table A shall be amended by the insertion between the words "shall" and "be" of the words "(subject to his giving the Company an address within the United Kingdom at which notice may be served upon him)".

19.3 A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.

19.4 If an alternate director is himself a director or attends any meeting as an alternate director for more than one director, his voting rights shall be cumulative but he shall only be counted once in deciding whether a quorum is present.

20 Proceedings of Directors

20.1 The quorum for the transaction of business of the Board shall be two directors, one of whom shall be an Investor Director unless either:

(a) an Investor Director or an Investor Majority has previously agreed otherwise in writing; or

(b) there is no Investor Director in office at that time.

20.2 Any director or his alternate may validly participate in a meeting of the Board or a committee of the Board by conference telephone or other form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the chairman of the meeting then is.

20.3 Save with the consent of the Investor Director:

(a) the Board shall not delegate any of its powers to a committee other than as specified in the Investment Agreement; and

(b) meetings of the Board shall not be held outside the United Kingdom.

20.4 The chairman of the Board shall not have a second or casting vote at a meeting of the Board.

- 20.5 A director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract (within the meaning of section 317 of the Act) with the Company shall declare the nature of his interest at a meeting of the Board or of any committee of the Board in accordance with that section. Subject where applicable to such disclosure a director may vote at any such meeting on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company. Regulations 94 and 95 of Table A shall not apply.
- 20.6 All the votes cast at any meeting of the directors by any and/or all of the directors appointed by the Investors shall be limited to a maximum of 49.9% of the total votes cast at that directors meeting.

21 Retirement of Directors

- 21.1 Directors shall not be required to retire by rotation or at the first annual general meeting following appointment.
- 21.2 The office of a director (other than an Investor Director) shall be vacated if both:
- (a) (being an executive director of the Company or any subsidiary) he ceases to hold office as an employee within the meaning of Article 11.7, of the Company or any subsidiary without being appointed or continuing to be an employee of another member of the Group; and
 - (b) a majority of the Board (including an Investor Director) or an Investor Majority so requires.

Regulation 81 of Table A shall be extended accordingly.

22 Notices

- 22.1 Any notice to be given to the Company pursuant to these Articles shall be sent to the registered office of the Company or presented at a meeting of the Board.
- 22.2 Any notice to be given pursuant to these Articles may be given by facsimile transmission to the facsimile number maintained at the relevant address of the addressee. Such a notice shall be conclusively deemed to have been properly given at the time shown on the transmission report received by the sender.
- 22.3 The figure "24" shall be inserted in substitution for the figure "48" in the second sentence of Regulation 115 of Table A. Any notice or other document delivered or left at a registered address otherwise than by post shall be deemed to have been served or delivered on the day it was so delivered or left.

23 Indemnity

- 23.1 Subject to the provisions of the Act, but without prejudice to any other indemnity to which the person concerned may otherwise be entitled, every director, alternate director, auditor, secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or the exercise of his

powers or otherwise in relation thereto. Regulation 118 of Table A shall be extended accordingly.

- 23.2 The Directors may exercise all the powers of the Company to purchase and maintain for every director or other officer insurance against any liability for negligence, default, breach of duty or breach of trust or any other liability which may be lawfully insured against.

24 Share Certificates etc

- 24.1 The Company may execute any share certificate, warrant or other document creating or evidencing any security allotted by the Company or any right or option to subscribe granted by the Company under the hand of two Directors or any one Director and the Company Secretary. Regulation 6 of Table A shall be extended accordingly.

25 Subsidiary undertakings

- 25.1 The Board shall exercise all voting and other rights or powers of control exercisable by the Company in relation to itself and its subsidiary undertaking so as to secure (but as regards its subsidiary undertakings only in so far as by the exercise of such rights or powers of control the Board can secure) that:

- (a) no shares or other securities are issued or allotted by any such subsidiary and no rights are granted which might require the issue of any such shares or securities otherwise than to the Company or one of its wholly-owned subsidiaries; and
- (b) neither the Company nor any of its subsidiaries transfers or disposes of any shares or securities of any subsidiary of the Company or any interest therein or any rights attached thereto otherwise than to the Company or one of its wholly-owned subsidiaries,

without in either case the previous consent in writing of an Investor Majority.