

No. 05791422

ERNST & YOUNG MANCHESTER				
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**THE COMPANIES ACT 2006**

**Private Company Limited by Shares**

**Print of written resolutions of DOLPHIN MUSIC HOLDINGS LIMITED passed on 6 January 2009**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the following written resolutions were duly passed as detailed below.

1. THAT the authorised share capital of the Company be increased by £1,000 to £11,000 by the creation of 1,000 Ordinary Shares of £1.
2. THAT the regulations contained in the printed document annexed to these resolutions be approved and adopted as the Articles of Association of the Company in substitution for and to the complete exclusion of all the existing Articles of Association of the Company.



Jason Tavaria

**Registered Office:**

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70 - 72 Evans Road  
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Date:

TUESDAY



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Company number: 05791422

The Companies Acts 1985 and 2006

Articles of Association of Dolphin Music Holdings Limited

(adopted by special resolution passed on 6 January 2009)

### **Preliminary**

1. Regulations 8, 24, 26, 69, 76 to 79 inclusive, 89, 94 to 97 inclusive, 115 and 118 shall not apply to the Company but otherwise the regulations contained in Table A shall apply subject to the modifications and additions made by these Articles.

### **Interpretation**

2. In these Articles the following expressions have the following meanings unless the context otherwise requires:

"Act"	the Companies Act 1985 including any statutory modification or re enactment thereof and any provisions of the Companies Act 2006 for the time being in force;
"Bad Leaver"	unless otherwise approved by the Board a Relevant Executive whose employment with the Company or any subsidiary of the Company ceases by reason of: <ol style="list-style-type: none"><li>(a) the Relevant Executive being validly dismissed pursuant to his service agreement, and such cessation not amounting to unfair dismissal; or</li><li>(b) the voluntary resignation of the Relevant Executive other than by reason of his permanent illness, disability or death</li></ol>
"Board"	the board of directors of the Company from time to time;
"Directors"	the directors of the Company from time to time or a quorum of such directors present at a meeting of the directors;
"Good Leaver"	a Relevant Executive whose employment with the Company or any subsidiary of the Company ceases other than as a Bad Leaver;
"Ordinary Shares"	ordinary shares of £1 each in the capital of the Company carrying the rights set out in these Articles;
"Relevant Executive"	an employee of the Company or any subsidiary of the Company other than any employee who holds 25% or more of the aggregate voting rights in the Company;
"Shares"	all shares issued from time to time in the capital of the Company and "Share" means any one share of any class;

"Table A" means Table A in the schedule to The Companies (Tables A to F) Regulations 1985 (S.I. 1985 No. 805) (as amended by The Companies (Tables A to F) (Amendment) Regulations 1985 (S.I. 1985 No. 1052), The Companies (Tables A to F) (Amendment) Regulations 2007 (S.I. 2007 No. 2541) and The Companies (Tables A to F) (Amendment) (No. 2) Regulations 2007 (S.I. 2007 No. 2826));

"these Articles" these Articles of Association as from time to time altered by special resolution;

3. Except where otherwise specifically provided any reference to a "**regulation**" is a reference to a regulation contained in Table A.
4. In these Articles, unless the contrary intention appears:
  - (a) words importing the singular number include the plural number and vice versa;
  - (b) words importing one gender include all genders;
  - (c) words importing persons include corporations;
  - (d) the expression "**paid up**" includes credited as paid up;
  - (e) a person shall be deemed to be connected with another within the meaning of section 839, Income and Corporation Taxes Act 1988;
  - (f) "address" in relation to electronic communications includes any number or address used for the purposes of such communications; and
  - (g) references to writing include references to any method of representing or reproducing words in a legible and non-transitory form including by way of facsimile and electronic communications where specifically provided in a particular Article or where permitted by the directors in their absolute discretion.

#### **Share capital**

5. The authorised share capital of the Company at the date of the adoption of these Articles is £11,000 divided into 11,000 Ordinary Shares of £1 each.
6.
  - (a) Subject to Article 6(b), any Shares unissued as at the date of adoption of these Articles and any new Shares which may from time to time be created shall be offered to existing members in strict proportion to the number of Shares held by them. The offer shall be made by notice to each member specifying the number of Shares offered and limiting a period (not being less than 14 days) within which the offer if not accepted by notice to the Company shall be deemed to be declined. Following expiry of such period or receipt of notice of the acceptance or refusal of every offer made hereunder the Directors may dispose of any Shares not accepted by the members in such manner as they think most beneficial to the Company provided that such Shares shall not be disposed of on terms which are more favourable than the terms on which they were offered to the members hereunder.
  - (b) Article 6(a) shall not apply to:
    - (i) any Shares which the Company may at any time with the consent in writing of the holders of at least 75 per cent by nominal value of the Ordinary Shares declare shall not be subject to the provisions of Article 6(a); and

- (ii) the grant by the Company of options to subscribe for up to 1,000 Ordinary Shares to such persons and on such terms as the Directors shall from time to time deem fit; and
    - (iii) any Shares which by reason of the proportion borne by them to the number of persons who would be entitled to an offer under Article 6(a) or which by reason of any other difficulty of apportionment cannot in the opinion of the Directors be conveniently offered as provided in Article 6(a).
  - (c) The Directors are generally and unconditionally authorised for the purposes of section 80 of the Act at any time or times during the period of five years from the date of the adoption of these Articles to allot, or to grant any right to subscribe for or to convert any security into, shares in the authorised share capital of the Company at that date.
  - (d) At the expiry of the period of five years, the authority contained in Article 6(c) shall expire, but the Company may make an offer or agreement before the expiry of the authority which would or might require Shares to be allotted, or rights to subscribe for or to convert any security into Shares to be granted, after the expiry of the authority.
  - (e) Section 89(1), sections 90(1) to (5) and section 90(6) of the Act are excluded.
7. For the purposes of regulation 3 the terms and conditions for the redemption of redeemable shares shall be determined by the Directors at the time of issue in such manner as the Directors in their absolute discretion think fit.

#### **Share rights**

8. (a) The rights as regards income, return of capital, voting and redemption attaching to each class of Share shall be as set out in this Article.

#### **Return of capital rights**

- (b) On a return of capital on liquidation or otherwise (except on a redemption or purchase by the Company of any Shares), the surplus assets of the Company remaining after the payment of its liabilities shall be distributed amongst the holders of the Ordinary Shares (*pari passu*) according to the amount paid up or credited as paid up on each such Ordinary Share.

#### **Voting rights**

- (c) On a show of hands, every member holding one or more Ordinary Shares, who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one vote.
- (d) On a poll, every member holding one or more Ordinary Shares, who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one vote for each Ordinary Share held by him.

#### **Variation of rights**

- (e) If at any time the share capital of the Company is divided into different classes of Shares, the rights attached to any class may, subject to the provisions of the Act, be varied either with the consent in writing of the holders of not less than three quarters in nominal value of the issued Shares of that class or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the Shares of that class. To every such separate general meeting all the provisions of these Articles relating to general meetings of the Company and to proceedings thereat shall, so far as applicable, apply except that the quorum shall be at least two persons together holding or representing by proxy at least one third in nominal value of the issued Shares of the class in question and at an adjourned meeting one person holding any number of Shares of the class in question or his proxy.

### **Lien**

9. Regulation 8 shall not apply. The Company shall have a first and paramount lien on every Share (whether or not it is a fully paid Share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that Share and the Company shall also have a first and paramount lien on every Share (whether or not it is a fully paid Share) standing registered in the name of any member whether solely or one of two or more joint holders for all moneys presently payable by him or his estate to the Company, but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The Company's lien (if any) on a Share shall extend to any amount payable in respect of it including all dividends payable thereon.

### **Transfer of shares**

10. The transferor of a Share 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.
11. (a) The Directors shall decline to register any transfer of any Share other than a transfer made pursuant to the provisions of Articles 12 to 18.
- (b) The Directors may also refuse to register a transfer of a Share on which the Company has a lien.
12. (a) Shares may be transferred:
- (i) by any member, being an individual, to his spouse, parents, children or remoter issue or the trustees of a trust whose beneficiaries do not include anyone other than the member, his spouse, parents, children or remoter issue (a "**Family Trust**");
  - (ii) by any person entitled to Shares by transmission to the spouse, children or remoter issue or the trustees of a Family Trust of the member from whom he derives his entitlement;
  - (iii) by the trustees of a Family Trust to any beneficiary of that Family Trust or, on any change of trustees, to the new trustees of that Family Trust;
  - (iv) by a corporate member to any holding company of which it is a subsidiary or any other subsidiary of that holding company (a "**Group Company**");
  - (v) by any member to a nominee but any transfers by such nominee shall be subject to the same restrictions as though they were transfers by the beneficial owner;
  - (vi) by a nominee to the beneficial owner of the Shares;
  - (vii) by any member in accordance with the provisions of Article 17, 18 or 19; or
  - (viii) by any member to any person with the prior written consent of all the other members holding Ordinary Shares.
- (b) If any trust whose trustees hold Shares ceases to be a Family Trust the trustees shall without delay notify the Company that such event has occurred and shall either:-
- (i) give a Transfer Notice (as defined in Article 13(a)) in respect of those Shares; or
  - (ii) transfer the Shares to the member from whom the trustees derived their title;
- If the trustees fail to take such action within 30 days of the occurrence of that event, they shall be deemed to have served the Company with a Transfer Notice in respect of the Shares 30 days after the occurrence of that event and the provisions of Article 15(c) shall apply to those Shares.

- (c) If a corporate member holding Shares transferred to it under Article 12 (a)(iv) ceases to be a Group Company of the member from which it took a transfer of those Shares, the corporate member shall notify the Company that such event has occurred and shall either simultaneously retransfer its Shares to the member from which it took a transfer of those Shares or to another Group Company of that member or without delay give a Transfer Notice in respect of those Shares and, if the corporate member fails to give a Transfer Notice within 30 days of the occurrence of that event, it shall be deemed to have served the Company with a Transfer Notice in respect of those Shares 30 days after the occurrence of that event and the provisions of Article 15(c) shall apply to those Shares.
- 13.
- (a) Except in the case of a transfer expressly authorised by Article 12 and subject to Article 16, no person shall be entitled to dispose of any interest in Shares without first offering them for transfer to the holders of the other Shares of the same class in the Company. The offer shall be made by the proposing transferor by notice in writing to the Company (a "Transfer Notice") and may be in respect of all or some only of the Shares held by him (the "Offer Shares").
  - (b) The Transfer Notice shall specify the Offer Shares and the price per Share at which they are offered (the "Offer Price") and shall constitute the Directors as the agents of the proposing transferor for the sale of the Offer Shares to other holders of Shares of the same class in the Company at the Offer Price. The Transfer Notice may contain a provision that, unless all the Offer Shares are sold under this Article, none shall be sold ("Total Transfer Condition"). The Transfer Notice may not be revoked unless that provision applies or the Directors otherwise agree.
  - (c) Within 7 days after the Transfer Notice is received by the Company, the Directors shall serve a copy of that Transfer Notice to all the members (other than the proposing transferor).
  - (d) Subject as provided otherwise in these Articles the Offer Shares shall be offered for purchase (as hereinafter provided) at a price per Offer Share ('the Prescribed Price') which is either;
    - (i) the Offer Price; or
    - (ii) in the case of a Transfer Notice given or deemed to be given pursuant to Articles 14(a) and 14(c) the Fair Price (as defined in Article 14(e)); or
    - (iii) in the case of a Transfer Notice given or deemed to be given pursuant to Article 16(a) the price determined by Article 16(a).
  - (e) The date of determination of the Prescribed Price ('the Determination Date') shall be:
    - (i) if the Prescribed Price is the Offer Price, the date of the Transfer Notice;
    - (ii) if the determination of the Prescribed Price is referred to the auditors, the date on which the directors receive the auditor's determination of the Prescribed Price in writing; or
    - (iii) if the Prescribed Price is determined by agreement between the Board and the proposing transferor, the date on which such agreement is made.
  - (f) Within 7 days after the Determination Date the Offer Shares shall be offered for purchase at the Prescribed Price by the directors to those members who at the date of the Transfer Notice are registered as the respective holders of Shares of the same class as the Offer Shares (other than the proposing transferor) in proportion to the number of Shares of that class then held by them respectively. Every such offer shall be made in writing and shall specify (a) the total number of Offer Shares; (b) the number of Offer Shares offered to that member ('Pro-Rata Entitlement'); (c) whether or

not the transfer notice contained a Total Transfer Condition; and (d) a period of 30 days within which the offer must be accepted or shall lapse, and shall be accompanied by a form of application for use by the member in applying for his Pro-Rata Entitlement and for any Shares in excess of such entitlement which he wishes to purchase.

On the expiry of the 30 day period referred to in this Article 13 (f) above, the Directors shall allocate the Offer Shares in the following manner:

- (i) to each member who has agreed to purchase Shares, his Pro-Rata Entitlement or such lesser number of Offer Shares for which he may have applied; and
- (ii) if any member has applied for less than his Pro-Rata Entitlement, the excess shall be allocated to those other members who have applied for any part of such excess in proportion to the number of Shares of the class then held by them respectively (but without allocating to any member a greater number of Offer Shares than the maximum number applied for by him) and any remaining excess shall be apportioned by applying this sub-paragraph (ii) without taking account of any member whose application has already been satisfied in full

If the Transfer Notice contains a Total Transfer Condition, no allocation of the Offer Shares shall be made under this Article unless all the Offer Shares are allocated.

- (g) The Directors shall promptly give details of the allocation in writing to the proposing transferor and each member who has stated his willingness to purchase any Offer Shares and, within seven days after such details are given, the members to whom the allocation has been made shall be bound to pay the purchase price for the Offer Shares allocated to them respectively and the proposing transferor shall be bound, on payment of the purchase price, to transfer the Offer Shares to the respective purchasers.
- (h) If in any case a proposing transferor, or any member who is obliged to transfer his Shares whether under these Articles or any agreement between the members (or some of them), after having become bound to transfer any Shares to a purchaser, shall make default in transferring the Shares, the Directors may authorise some person to execute on behalf of and as attorney for the proposing transferor (or any member who is obliged to transfer his Shares) any necessary transfers and may receive the purchase money and shall thereupon cause the name of the purchaser to be entered in the register as the holder of the Shares and hold the purchase money in trust for the proposing transferor (or any member who is obliged to transfer his Shares). The receipt of the Company for the purchase money shall be a good discharge to the purchaser and after the name of the purchaser has been entered in the register of members of the Company the validity of these transactions shall not be questioned by any person.
- (i) Where more than one member has stated his willingness to purchase Offer Shares and through no default of the proposing transferor any purchase is not duly completed, the Directors shall forthwith notify all the other members who have stated their willingness to purchase Offer Shares and if, within seven days of such notice being given, those other members shall not between them duly complete the purchase of the Shares in respect of which there has been default in completion, the provisions of Article 13(j) shall apply.
- (j) If, following the expiry of the 30 day period referred to in Article 13(f), any of the Offer Shares have not been allocated under Article 13(f), or if Article 13 (i) applies, the proposing transferor may at any time within a period of 90 days after the expiry of the 30 or 7 day period (as appropriate) transfer the Offer Shares not allocated to any person and at any price (being not less than the Prescribed Price for the Shares as determined by Article 13(d)) provided that:



- (i) the Directors may require to be satisfied that those Shares are being transferred under a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance to the purchaser and, if not so satisfied, may refuse to register that transfer; and
    - (ii) if the Transfer Notice contains a Total Transfer Condition, he shall be entitled to transfer all but not some only of the Offer Shares, except where Article 13(i) applies, where he shall be entitled to transfer only those Shares in respect of which there has been default in completion.
  - (k) If a member or other person entitled to transfer a Share at any time attempts to deal with or dispose of any interest in his Shares otherwise than in accordance with Articles 11 to 13, he shall be deemed immediately before the attempt to have served the Company with a Transfer Notice in respect of those Shares and the provisions of Article 15(c) shall apply to those Shares.
14. (a) Where a member who is an individual dies (a **"Deceased Shareholder"**) and his Shares in the Company are not transferred in accordance with Article 12 before the end of the Relevant Period (as defined in Article 14(b)), the Directors may by notice in writing addressed to the personal representatives of the Deceased Shareholder and served at his address appearing in the register of members, require that his personal representatives give a Transfer Notice in respect of his Shares and, if they fail to give a Transfer Notice within 30 days from the date of service of the notice by the Directors, or if the Deceased Shareholder has no personal representatives, a Transfer Notice shall be deemed to have been given 30 days after the date of service of the notice by the Directors and the provisions of Article 15(c) shall apply to the Shares. The price payable for the Shares to be specified in the Transfer Notice shall be either:
- (i) as the personal representatives of the Deceased Shareholder and the Directors may agree; or
  - (ii) in the absence of such agreement within 30 days from the date of service of the notice by the Directors (or such longer period as the personal representatives and the Directors may agree or, if there are not personal representatives, as the Directors may decide) the Fair Price per Share (as defined in Article 14(e)) as at the date on which the Transfer Notice is given or deemed to have been received by the Company.
- (b) For the purposes of Article 14(a) the **"Relevant Period"** means the period of 12 months from the death of the Deceased Shareholder or, if probate is not granted in respect of the Deceased Shareholder's estate before the expiry of six months after his death, the period from his death until the expiry of six months from the date of the grant of probate or, if shorter, the period from his death until the expiry of 15 months from the date of his death.
- (c) Where, in relation to a member who is a corporate member (a **"Dissolved Shareholder"**):-
- (i) an order is made or an effective resolution is passed for the dissolution or liquidation (voluntary or otherwise) of such member, other than a genuine solvent reconstruction or amalgamation in which the new company assumes (and is capable of assuming) all the obligations of such member;
  - (ii) an order is made by a court of competent jurisdiction or a resolution is passed for the administration of such member or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by such member or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986);

- (iii) a receiver or administrator receiver or similar official is appointed in respect of the whole or a substantial part of the undertaking and assets of the party;
- (iv) a proposal is made for a voluntary arrangement on composition between such member and any of its creditors; or
- (v) any event occurs or process is commenced analogous to any of the above in any jurisdiction,

and its Shares in the Company are not transferred in accordance with Article 12 before the end of the Relevant Period (as defined in Article 14(d)), the Directors may by notice in writing addressed to the directors of the Dissolved Shareholder and served at its address appearing in the register of members, require that the directors or such other competent person appointed to manage the affairs of the Dissolved Shareholder (the "**Corporate Representative**") give a Transfer Notice in respect of its Shares and, if they fail to give a Transfer Notice within 30 days from the date of service of the notice by the Directors a Transfer Notice shall be deemed to have been given 30 days after the date of service of the notice by the Directors and the provisions of Article 15(c) shall apply to the Shares. The price payable for the Shares to be specified in the Transfer Notice shall be either:

- (i) such price as the Corporate Representative and the Directors may agree; or
  - (ii) in the absence of such agreement within 30 days from the date of service of the notice by the Directors (or such longer period as the Corporate Representative and the Directors may agree) the Fair Price (as defined in Article 14(e)) as at the date on which the Transfer Notice is given or deemed to have been received by the Company.
- (d) For the purposes of Article 14(c) the "**Relevant Period**" means the period of 12 months from the first of the commencement of the relevant proceedings or the relevant appointment in relation to the Dissolved Shareholder.
- (e) The "**Fair Price**" means the price per Share which the auditors of the Company state in writing to be in their opinion the fair value of the Shares on a sale as between a willing seller and a willing purchaser (taking no account of whether the Shares comprise a minority holding or carry control of the Company) and, if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so. In stating the Fair Price the auditors (whose charges shall be borne by the Company) shall be considered to be acting as experts and not as arbitrators and their decision shall (save in the case of manifest or clerical error) be final and binding on the parties.
15. (a) For the purposes of ensuring that a transfer of Shares is made in accordance with these Articles or that no circumstances have arisen whereby a Transfer Notice is required to be given, the Directors may from time to time require any member or the personal representatives of any Deceased Shareholder or the liquidator of any Dissolved Shareholder or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Directors may think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after request the Directors shall be entitled to refuse to register the transfer in question or, if no transfer is in question, to require by notice in writing that a Transfer Notice be given in respect of any Shares concerned. If no Transfer Notice is given within 30 days from the date of service of the notice by the Directors, a Transfer Notice shall be deemed to have been given in respect of those Shares 30 days after the date of service of the notice by the Directors and the provisions of Article 15(c) shall apply to those Shares.
- (b) Any direction, whether by way of renunciation, nomination or otherwise, by a member entitled to an allotment of Shares, to the effect that such Shares or any of them be

allotted or issued to some person other than himself shall for the purposes of these Articles be deemed to constitute a transfer of the Shares comprised in such direction and the provisions of this Article and Articles 13 and 14 shall apply accordingly.

- (c) If a Transfer Notice is deemed to have been given in respect of Shares under Articles 12(b), 12(c), 13(k), 14(a), 14(c) or 15(a) of this Article, the provisions of Article 13 shall apply to those Shares save that:
  - (i) in the case of a Transfer Notice deemed to have been given under Article 14(a) or Article 14(c) the Offer Price shall be the Fair Price ascertained in accordance with Article 14(e) as at the date on which the Transfer Notice is deemed to have been given; and
  - (ii) Article 13 shall not apply to any Shares in respect of which a transfer in accordance with Article 12 has been lodged for registration before price (or Fair Price, as the case may be) has been ascertained.

#### **Compulsory transfers – management shareholders**

- 16. (a) Upon a Relevant Executive becoming a Bad Leaver or a Good Leaver then (unless the Directors resolve otherwise), such Relevant Executive shall be deemed to have given, on the date on which the Relevant Executive concerned ceased to be an employee (or such later date as the Directors shall specify) (the "**Cessation Date**"), a Transfer Notice (as defined in Article 13) in respect of all of the Shares held by such Relevant Executive:-
  - (i) in the case of a Bad Leaver, for a price per Share equal to the price at which the Shares in question were originally subscribed; or
  - (ii) in the case of a Good Leaver, at the Fair Price per Share (ascertained in accordance with Article 14(e)) or such other price as is agreed between the Board and the Relevant Executive.
- (b) If a Transfer Notice is deemed to be given pursuant to Article 16(a) then, unless the Directors resolve otherwise:
  - (i) the Shares to which such Transfer Notice relates shall be made or kept available either for any person or persons who is or are (an) existing employee(s) of the Company or any subsidiary, or whom it is proposed should be appointed as (an) employee(s) of the Company or a subsidiary, whether or not in place of the person by whom the relevant Transfer Notice was given (a "**New Employee**"), whereupon the provisions of this Article 16(b) shall apply in priority to the procedure set out in Article 13;
  - (ii) in relation to the Shares the subject of the Transfer Notice referred to in Article 16(a) (the "**Employee Shares**") the provisions of Article 13 shall be modified hereby and the Employee Shares shall be offered to such person(s) as the Board may specify, conditional, in the case of any New Employee, upon his taking up of his proposed appointment with the Company or a subsidiary or, where the proposed transferee is not a New Employee, upon his agreeing to hold the Employee Shares on trust for a New Employee as and when appointed.
- (c) From the date upon which a Relevant Executive is deemed to have given a Transfer Notice in accordance with Article 16(a), the voting rights attaching to the Shares to which that Transfer Notice relates shall be suspended until such time as a transfer of those Shares has been completed in accordance with Article 16(b) or 13, as the case may be.

- (d) The provisions of Article 13(h) shall apply, mutatis mutandis, in respect of any transfer of Shares pursuant to this Article 16.

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- 17. (a) In these Articles "**Qualifying Offer**" shall mean a bona fide offer in writing on arm's length terms by or on behalf of any third party (being a person not connected or acting in concert with any then existing member) ("**Offeror**") to the holders of all the issued Ordinary Shares to acquire all their Shares on similar terms.
- (b) If the holders of not less than 75% in nominal value of the issued Shares (the "**Accepting Shareholders**") wish to accept the Qualifying Offer then the following provisions of this Article shall apply.
- (c) The Accepting Shareholders shall give written notice to the remaining holders of the issued Shares (the "**Other Shareholders**") of their wish to accept the Qualifying Offer and the Other Shareholders shall thereupon become bound to accept the Qualifying Offer at the Specified Price (as defined in Article 17(f)) and to transfer their Shares to the Offeror (or his nominee) with full title guarantee on the date specified by the Accepting Shareholders.
- (d) If any Other Shareholder shall not, within five business days of being required to do so, execute and deliver transfers in respect of the Shares held by him and deliver the certificate(s) in respect of the same (or a suitable indemnity in lieu thereof), then any Accepting Shareholder shall be entitled to execute, and shall be entitled to authorise and instruct such person as he thinks fit to execute, the necessary transfer(s) and indemnities on the Other Shareholder's behalf and, against receipt by the Company (on trust for such Other Shareholder) of the Specified Price per relevant Share, deliver such transfer(s) and certificate(s) or indemnities to the Offeror (or his nominee) and register such Offeror (or his nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person.
- (e) Upon any person, following the issue of a notice pursuant to Article 17(c), becoming a member of the Company pursuant to the exercise of a pre-existing option to acquire Shares ("**New Member**"), a notice shall be deemed to have been served upon the New Member on the same terms as the previous notice and the New Member shall thereupon be bound to sell and transfer all such Shares acquired by him to the Offeror or as the Offeror may direct and the provisions of this Article shall apply mutatis mutandis to the New Member save that completion of the sale of such Shares shall take place forthwith upon the notice being deemed served on the New Member.
- (f) For the purposes of this Article 17 the "**Specified Price**" shall mean a price per Share at least pari passu to that offered or paid or payable by the Offeror to the Accepting Shareholders thereof plus an amount equal to the relevant proportion of any other consideration (cash or otherwise) received or receivable by the Accepting Shareholders which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for their Shares. In the event of disagreement the calculation of the Specified Price shall be referred to an umpire (acting as expert and not as arbitrator) nominated by and acting at the joint expense of the parties concerned (or in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales) whose decision shall be final and binding.

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- 18. (a) If at any time one or more members ("**Proposed Sellers**") propose to sell, in one or a series of related transactions, not less than 75% of the issued Ordinary Shares ("**Majority Holding**") to any person (not being an Offeror for the purposes of Article 17(a)) other than pursuant to Article 12(a)(i) to (viii), the Proposed Sellers may only sell the Majority Holding if they comply with the provisions of this Article.

- (b) The Proposed Sellers shall give written notice ("**Proposed Sale Notice**") to the other holders of Shares of such intended sale at least ten business days prior to the date thereof. The Proposed Sale Notice shall set out, to the extent not described in any accompanying documents, the identity of the proposed buyer ("**Proposed Buyer**"), the purchase price and other terms and conditions of payment, the proposed date of sale ("**Proposed Sale Date**") and the number of Shares proposed to be purchased by the Proposed Buyer ("**Proposed Sale Shares**").
- (c) Any other holder of Shares shall be entitled, by written notice given to the Proposed Sellers within five business days of receipt of the Proposed Sale Notice, to require the Proposed Sellers to procure that he can sell such number of his Shares equivalent to the proportion of Shares being sold by the Proposed Sellers to the Proposed Buyer on the same terms and conditions as those set out in the Proposed Sale Notice.
- (d) If any other holder of Shares is not given the rights accorded him by the provisions of this Article, the Proposed Sellers shall be required not to complete their sale and the Company shall be bound to refuse to register any transfer intended to carry such a sale into effect.

#### **Proceedings at general meetings**

- 19. Unless there shall be only one member for the time being (who shall constitute the quorum), the minimum number of persons required to form a quorum shall be two members holding Ordinary Shares (each being a member or a proxy for a member or a duly authorised representative of a corporation) and regulation 40 shall be amended accordingly.
- 20. A poll may be demanded at any general meeting by the chairman or by any member present in person or by proxy and entitled to vote. Regulation 46 shall be amended accordingly.
- 21. Subject to the provisions of Article 8:-
  - (a) A general meeting or a meeting of any class of members of the Company may consist of a conference between members some or all of whom are in different places provided that each member who participates is able:
    - (i) to hear each of the other participating members addressing the meeting; and
    - (ii) if he so wishes, to address all of the other participating members simultaneously, whether directly, by conference telephone or by any other form of communications equipment (whether or not such equipment is available when this Article is adopted) or by a combination of those methods.
  - (b) A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of members required to form a quorum.
  - (c) A meeting held in this way is deemed to take place at the place where the largest group of participating members is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates.
  - (d) A resolution put to the vote of a meeting shall be decided by each member indicating to the chairman (in such manner as the chairman may direct) whether the member votes in favour of or against the resolution or abstains. Regulation 46 shall be amended accordingly.
  - (e) References in this Article to members shall include their duly appointed proxies and, in the case of corporate members, their duly authorised representatives.
- 22. (a) A resolution in writing signed by or on behalf of all the members of the Company who would be entitled to vote on it if it had been proposed at a general meeting or at a

meeting of any class of members of the Company shall be as valid and effectual as if it had been passed at a general meeting or at such class meeting (as the case may be) duly convened and held. The resolution may be contained in one document or in several documents each stating the terms of the resolution accurately and signed by or on behalf of one or more of the members. This Article is in addition to, and not limited by, the provisions in Chapter 2 of Part 13 of the Companies Act 2006.

- (b) Article 22(a) shall apply as if the word "signed" included "approved by letter, facsimile, e-mail and all other methods of reproducing or communicating in writing in visible form".

#### **Votes of members**

- 23. A proxy appointed by a member of the Company under section 324 of the Companies Act 2006 may vote on a show of hands as well as on a poll, but no person present shall be entitled to more than one vote on a show of hands. Regulation 54 shall be amended accordingly.

#### **Alternate directors**

- 24. (a) Regulations 65 to 67 inclusive shall apply.
- (b) Regulation 68 shall not apply. Subject to Regulation 67, an alternate director shall only be removed by the director appointing him.
- (c) Regulation 69 shall not apply. An alternate director shall be deemed to be a director for the purposes of Article 37 and regulations 38, 44 and 65 to 68 inclusive but for no other purposes.
- (d) An alternate director shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.
- (e) Each Director shall have the power to nominate any person to act as alternate director in his place at any meeting of the directors at which he is unable to be present, and at his discretion to remove such alternate director.

#### **Appointment and retirement of directors**

- 25. The maximum number of directors shall be five and the minimum number shall be two. Regulation 64 shall be modified accordingly.
- 26. No director shall be required to vacate his office by reason of his attaining the age of seventy years or any other age.
- 27. The directors shall not be required to retire by rotation. Regulations 76 to 79 inclusive and the last sentence of regulation 84 shall not apply.
- 28. The directors may appoint any person who is willing to act to be a director, either to fill a casual vacancy or as an additional director.

#### **Directors' appointments and interests**

- 29. Regulations 84 and 85 shall apply to directors (but not to alternate directors) subject to the following modifications:
  - (a) Without prejudice to the generality of regulation 84 a director may act by himself or his firm in a professional capacity to the Company (except that of auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director.
  - (b) Without prejudice to the provisions of regulation 85(b), a director may also exercise the voting power conferred by shares in any other body corporate in any manner and in all

respects as he thinks fit, including the exercise thereof in favour of any resolution appointing him or any of the other directors a director or officer or employee of such other company or voting or providing for the payment of remuneration to the director or officer or employee of any other body corporate.

30. Without prejudice to the generality of regulation 86(a) a general notice to the directors by a director that he is a member of any specified firm or company and is to be regarded as interested in any contract, matter or arrangement which may after the date of the notice be made or arise with such firm or company shall (if such director shall give the same at a meeting of the directors or shall take reasonable steps to secure that the same is brought up and read at the next meeting of directors after it is given) be a sufficient declaration of interest in relation to such contract, matter or arrangement for the purposes of regulation 85 and after such general notice is given it shall not be necessary to give any further notice relating to any particular contract, matter or arrangement with such firm or company.
31. Notices of meetings of the directors shall be given to all directors and to any alternate directors appointed by them. Regulations 66 and 88 shall be amended accordingly.

#### **Proceedings of directors**

32. Regulation 89 shall not apply. The quorum for the transaction of business of the directors shall be two directors present throughout the meeting. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.
33. Regulation 93 shall apply as if the word "**signed**" included "approved by letter, facsimile, telex, e-mail and all other methods of reproducing or communicating in writing in visible form".
34. Regulations 94 to 97 inclusive shall not apply. A director may as a director vote and be counted as one of a quorum upon a motion in respect of any contract, matter or arrangement which he shall make with the Company or in which he shall be in any way directly or indirectly interested, and whether or not his interest or duty in respect thereof does or may conflict with the interests of the Company or his duty to the Company.
35. (a) A meeting of the Directors may consist of a conference between directors some or all of whom are in different places provided that each director who participates is able:
- (i) to hear each of the other participating directors addressing the meeting; and
  - (ii) if he so wishes, to address all of the other participating directors simultaneously, whether directly, by conference telephone or by any other form of communications equipment (whether or not such equipment is available when this Article is adopted) or by a combination of those methods.
- (b) A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of directors required to form a quorum.
- (c) A meeting held in this way is deemed to take place at the place where the largest group of participating directors is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates.

#### **Notices**

36. (a) For the purposes of regulation 111 "**writing**" shall include facsimile and electronic communications.
- (b) Any notice or other document may be served on or sent or delivered to any member by the Company either personally, or by sending it by post addressed to the member at his registered address, or by leaving it at that address addressed to the member or, where appropriate, by using electronic communications to an address notified by the member concerned to the Company for that purpose, or by publication on a website in

accordance with the Act, or by any other means authorised in writing by the member concerned. In the case of joint holders of a share, service, sending or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or sending or delivery to all the joint holders. Regulation 112 of Table A shall not apply.

- (c) Any notice or other document, if sent by the Company by post, shall be deemed to have been served or delivered twenty-four hours after posting and, in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other document left by the Company at a registered address otherwise than by post, or sent by electronic communications, shall be deemed to have been served or delivered when it was left or sent. Regulation 115 of Table A shall not apply.

### **Indemnity**

- 37. Every director, other officer or auditor of the Company shall, to the extent permitted by the Act, be indemnified out of the assets of the Company against any liability incurred by him in the execution of, or in relation to, his duties. This indemnity shall not apply to any liability to the extent that it is recovered from any other person and the indemnity is subject to such officer or auditor taking all reasonable steps to effect such recovery, so that the indemnity shall not apply to the extent that an alternative right of recovery is capable of being enforced. Subject to the Act, no director, other officer or auditor shall be liable for any loss, damage or misfortune which may happen to, or be incurred by, the Company in the execution of, or in relation to, his duties. This Article does not require the Company to purchase and maintain for any such officer or auditor insurance against any such liability, but does not restrict the Company from doing so. Regulation 118 shall not apply.