

THIS AMENDMENT TO THE ARTICLES OF ASSOCIATION OF A LITTLE BIRD LTD ("the Amendment") is made effective 9th January 2014

WHEREAS

- (A) A Little Bird Ltd, an English registered company number 069430199 with a registered office at 1st Floor, 27-33 Bethnal Green Road, London E1 6LA (the "Company"), and
- (B) The Company's Memorandum of Association are amended to enable the Company to issue 100000 Ordinary Shares of 5p (Five Pence) each and to divide the authorised share capital of the Company into 54,000 "A" Ordinary Shares, 20,000 "B" Ordinary Shares, 6,000 "C" Ordinary Shares and 20,000 "D" Ordinary Shares, and
- (C) The "B" Ordinary Shares of the Company and the "D" Ordinary Shares of the Company are to be restricted with regard to certain rights, privileges and entitlements and with regard to transferability

NOW IT IS HEREBY AGREED as follows

1 Definitions

1.1 In this Amendment the following words and expressions shall, save as otherwise specifically provided, have the following meanings

"A" Ordinary Shares Ordinary shares of the Company bearing full voting rights and rights to participate in any Company dividends

"the Act" the Companies Act 2006 and all pendent regulations from time to time in force whether implemented under that Act or its predecessor Act(s) for so long as each of them remains in force and any replacement regulation thereafter implemented in its place,

"the Amended Articles" the articles of association of the Company as amended by this Amendment or as same have been previously amended and may be further amended from time to time,

"B" Ordinary Shares Ordinary shares of the Company ranking pari passu with the "A" Ordinary Shares in all respects, save that holders of the "B" Ordinary Shares will have no power to object to the sale of any Ordinary Shares and may only transfer or otherwise dispose of such "B" Ordinary Shares strictly in accordance with the provisions of the EMI Option Agreement,

"C" Ordinary Shares Ordinary shares of the Company ranking pari passu with the "A" Ordinary Shares in all respects,

"the Company" A Little Bird Ltd

"D" Ordinary Shares Ordinary shares of the Company ranking pari passu with the "A" Ordinary Shares in all respects save that holders of the "D" Ordinary Shares will have no power to object to the sale of any Ordinary Shares and may only transfer or otherwise dispose of such "D" Ordinary Shares strictly in accordance with the provisions of the EMI Option Agreement,

"the EMI Option Agreement" the agreement dated as of January 16, 2014 by and between the Company and each Grantee (as defined therein)

2 The Company's Articles of Association

2.1 A new sub clause 4 (d) is added to the Company's Articles of Association to read as follows

WEDNESDAY



A3KYE32B

A17

19/11/2014

#161

COMPANIES HOUSE

"(d) The rights, privileges and entitlements of holders of the "B" Ordinary Shares and holders of the "D" Ordinary Shares will be restricted as set out these Articles and in the EMI Option Agreement and will be marked as so restricted "

- 2.2 A new sentence is added to the end of clause 7 of the Company's Articles of Association to read as follows

"The transfer of any "B" Ordinary Shares or any "D" Ordinary Shares is expressly subject to the restrictions set out in the EMI Option Agreement and will be marked as so restricted "

- 2.3 A new clause to be added to the Company's Articles of Association to read as follows

"Any Sale of the Company as contemplated by the Company's EMI Share Option Agreement may be agreed to by a simple majority vote of the holders of 50% or more of the issued and outstanding Shares "

3. No Assignment

The provisions of this Amendment shall be binding on and enure to the benefit of the successors of each party hereto provided that save as otherwise provided in this Amendment no party may agree to assign, transfer, charge or otherwise dispose of or subcontract any of his her or its rights or obligations hereunder without the prior written consent of the other party(ies)

4 Waivers, Remedies Cumulative, Amendments etc.

- 4.1 No failure or delay by any of the parties hereto in exercising any right, power or privilege under this Amendment shall operate as a waiver thereof nor shall any single or partial exercise by any of the parties hereto of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege
- 4.2 The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law
- 4.3 No provision of this Amendment may be amended, modified, waived, discharged or terminated, otherwise than by the express written agreement of the parties hereto nor may any breach of any provision of this Amendment be waived or discharged except with the express written consent of the parties not in breach

5. Invalidity etc

Should any provision of this Amendment be or become ineffective for reasons beyond the control of the parties, the parties shall use reasonable efforts to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision

6. No Partnership or Agency

Nothing in this Amendment shall be deemed to constitute a partnership between the parties hereto nor, save as expressly set out herein, constitute any party the agent of another party for any purpose. In addition, unless otherwise agreed in writing between the shareholders of the Company (each a ("Shareholder")), none of them shall enter into contracts with third parties as agent for any other Shareholder nor shall any Shareholder describe itself or himself as agent as aforesaid or in any way hold itself or himself out as being an agent as aforesaid

7. Entire Agreement

This Amendment constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and none of the parties hereto has entered into this Amendment in reliance upon any representation or warranty other than any such as may be set out herein

8. Conflict with Articles, etc

In the event of any conflict between the provisions of this Amendment and the Articles the provisions of this Amendment shall prevail and the parties shall exercise all voting and other rights and powers available to them so as to give effect to the provisions of this Amendment and shall and so far as they are able further if necessary procure any required amendment to the Articles as may be necessary

9 Notices

- 9 1 Any notice or other communication given or made under this Amendment shall be in writing and, without prejudice to the validity of any other method of service, may be delivered personally or by courier or sent by facsimile transmission by prepaid recorded delivery letter (airmail if overseas), with a copy to each of the other parties, other than the party giving the notice or to such address, or facsimile transmission number as the relevant addressee has hereinabove or may hereafter by notice hereunder substitute
- 9 2 Any such notice or other communication shall be deemed to have been duly served, given or made (i) in the case of posting, 72 hours after the envelope containing such notice was posted and proof that any such envelope was properly addressed, prepaid, registered and posted shall be sufficient evidence that such notice or other communication has been duly served, given or made, or (ii) in the case of delivery, when left at the relevant address, or (iii) in the case of facsimile transmission one business day after transmission

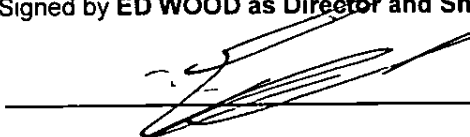
10 Governing Law

This Amendment shall be governed by and construed in all respects in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising in relation to this Amendment

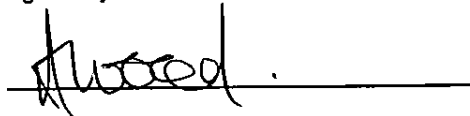
IN WITNESS whereof this Amendment has been duly executed and delivered on the date first hereinabove written

Executed for and on behalf of
A LITTLE BIRD LTD

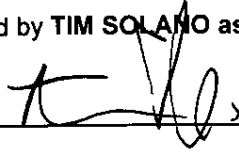
Signed by **ED WOOD** as Director and Shareholder

A handwritten signature in black ink, appearing to be 'Ed Wood', written over a horizontal line.

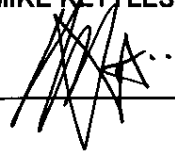
Signed by **ANTOINETTE Wood** as Company Secretary and Shareholder

A handwritten signature in black ink, appearing to be 'Antoinette Wood', written over a horizontal line.

Signed by **TIM SOLANO** as Director and Shareholder



Signed by **MIKE KETTLES** as Shareholder



THIS AMENDMENT TO THE MEMORANDUM OF ASSOCIATION OF A LITTLE BIRD LTD ("the Amendment") is made effective 9th January 2014

WHEREAS

(A) Ed Wood and Antoinette Sheridan are currently the sole shareholders of A Little Bird Ltd registered company number 069430199 with a registered office at 1st Floor, 27-33 Bethnal Green Road London E1 6LA (the "Company"), and

(B) The Company's Memorandum of Association (the "Memorandum of Association") are to be amended to enable the Company to issue share capital of 100,000 Ordinary Shares of 5p (Five Pence) each and to divide the authorised share capital of the Company into 54,000 "A" Ordinary Shares, 20,000 "B" Ordinary Shares, 6,000 "C" Ordinary Shares and 20,000 "D" Ordinary Shares,

NOW IT IS HEREBY AGREED as follows

1 Definitions

1.1 In this Amendment to the following words and expressions shall, save as otherwise specifically provided, have the following meanings

"**"A" Ordinary Shares**" unrestricted Ordinary shares of the Company bearing full voting rights and rights to participate in any Company dividends

"**the Act**" the Companies Act 2006 and all pendent regulations from time to time in force whether implemented under that Act or its predecessor Act(s) for so long as each of them remains in force and any replacement regulation thereafter implemented in its place,

"**the Amended Articles**" the articles of association of the Company as same may have been amended or are further amended from time to time,

"**"B" Ordinary Shares**" Ordinary shares of the Company ranking pari passu with the "A" Ordinary Shares in all respects, save that holders of the "B" Ordinary Shares will have no power to object to the sale of any Ordinary Shares and may only transfer or otherwise dispose of such "B" Ordinary Shares strictly in accordance with the provisions of the EMI Option Agreement,

"**"C" Ordinary Shares**" Ordinary shares of the Company ranking pari passu with the "A" Ordinary Shares in all respects,

"**"D" Ordinary Shares**" Ordinary shares of the Company ranking pari passu with the "A" Ordinary Shares in all respects save that the holders of the "D" Ordinary Shares will have no power to object to the sale of any Ordinary Shares and may only transfer or otherwise dispose of such "D" Ordinary Shares strictly in accordance with the provisions of the EMI Option Agreement,

2 **The Company's Share Capital**

Lines 1 and 2 of Clause 5 of the Company's Memorandum of Association shall be amended to read as follows

The Company's share capital is

£5000 divided into 54,000 "A" Ordinary Shares of 5p each, 20,000 "B" Ordinary Shares of 5p each, 6,000 "C" Ordinary Shares of 5p each and 20,000 "D" Ordinary Shares of 5p each

3. No Assignment

The provisions of this Amendment shall be binding on and enure to the benefit of the successors of each party hereto provided that save as otherwise provided in this Amendment no party may agree to assign, transfer, charge or otherwise dispose of or subcontract any of his her or its rights or obligations hereunder without the prior written consent of the other party(ies)

4 Waivers, Remedies Cumulative, Amendments. etc

- 4 1 No failure or delay by any of the parties hereto in exercising any right, power or privilege under this Amendment shall operate as a waiver thereof nor shall any single or partial exercise by any of the parties hereto of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege
- 4 2 The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law
- 4 3 No provision of this Amendment may be amended, modified, waived, discharged or terminated, otherwise than by the express written agreement of the parties hereto nor may any breach of any provision of this Amendment be waived or discharged except with the express written consent of the parties not in breach

5. Invalidity etc

Should any provision of this Amendment be or become ineffective for reasons beyond the control of the parties, the parties shall use reasonable efforts to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision

6. No Partnership or Agency

Nothing in this Amendment shall be deemed to constitute a partnership between the parties hereto nor, save as expressly set out herein, constitute any party the agent of another party for any purpose. In addition, unless otherwise agreed in writing between the shareholders of the Company (each a ("Shareholder")), none of them shall enter into contracts with third parties as agent for any other Shareholder nor shall any Shareholder describe itself or himself as agent as aforesaid or in any way hold itself or himself out as being an agent as aforesaid

7 Entire Agreement

This Amendment constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and none of the parties hereto has entered into this Amendment in reliance upon any representation or warranty other than any such as may be set out herein

8 Conflict with Articles, etc

In the event of any conflict between the provisions of this Amendment and the Articles the provisions of this Amendment shall prevail and the parties shall exercise all voting and other rights and powers available to them so as to give effect to the provisions of this Amendment and shall and so far as they are able further if necessary procure any required amendment to the Articles as may be necessary

9 Notices

- 9.1 Any notice or other communication given or made under this Amendment shall be in writing and, without prejudice to the validity of any other method of service, may be delivered personally or by courier or sent by facsimile transmission by prepaid recorded delivery letter (airmail if overseas), with a copy to each of the other parties, other than the party giving the notice or to such address, or facsimile transmission number as the relevant addressee has hereinabove or may hereafter by notice hereunder substitute
- 9.2 Any such notice or other communication shall be deemed to have been duly served, given or made (i) in the case of posting, 72 hours after the envelope containing such notice was posted and proof that any such envelope was properly addressed, prepaid, registered and posted shall be sufficient evidence that such notice or other communication has been duly served, given or made, or (ii) in the case of delivery, when left at the relevant address, or (iii) in the case of facsimile transmission one business day after transmission

10 Governing Law

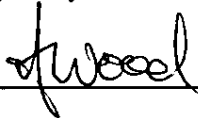
This Amendment shall be governed by and construed in all respects in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising in relation to this Amendment

IN WITNESS whereof this Amendment has been duly executed and delivered on the date first hereinabove written

Signed by **ED WOOD** as Director and Shareholder



Signed by **ANTOINETTE Wood** as Company Secretary and Shareholder



Signed by **TIM SOLANO** as Director and Shareholder



Signed by **MIKE KETTLES** as Shareholder

