

Company no. 07145431

The Companies Act 2006
Private company limited by shares

Written resolutions

of

B.T.C. Activewear Holdings Limited (the "Company")

24 February 2010 (the "Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the sole director of the Company proposes that.

- resolutions 1 and 2 below are passed as ordinary resolutions (the "**Ordinary Resolutions**"), and
- resolutions 3 and 4 below are passed as special resolutions (the "**Special Resolutions**")

Ordinary Resolutions:

- 1 **That** every issued ordinary share of £1.00 in the capital of the Company be and they are each redesignated as an A ordinary share of £1.00 each in the capital of the Company.
2. **That** the directors of the Company be and they are unconditionally authorised pursuant to Section 551, Companies Act 2006 to exercise all powers of the Company to allot, or to grant any right to subscribe for or to convert any security into, shares in the Company up to an aggregate nominal amount of £315,789. This authority shall expire on the date five years after the passing of this resolution unless previously revoked, varied or extended save that the directors may, notwithstanding such expiry, allot any shares or grant any right to subscribe for, or to convert any security into, shares in pursuance of an offer or agreement to do so made by the Company before this authority expires.

Special Resolutions:

3. **That** the directors of the Company be and they are empowered for the purposes of Section 570, Companies Act 2006 (the "**Act**") to allot equity securities (as defined by Section 560 of the Act) pursuant to the authority conferred by resolution 2 above as if Section 561 of the Act did not apply to any such allotment

WEDNESDAY



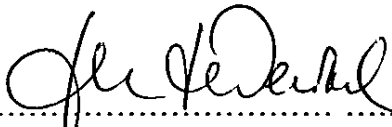
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COMPANIES HOUSE

4. **That** the draft regulations attached to this resolution be and they are adopted by the Company in substitution for its existing articles of association.

Important:

Please read the notes at the end of this document before signifying your agreement to the Ordinary Resolutions and Special Resolutions.

The undersigned, being the sole member entitled to vote on the resolutions on the Circulation Date (*see Note 4*), hereby irrevocably agrees to the Ordinary Resolutions and the Special Resolutions.



.....
duly authorised signatory
for and on behalf of

Falk & Ross Group (UK) Limited

Date: 24 FEBRUARY

Notes

1. If you agree to the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
 - By hand (by delivering the signed copy to Osborne Clarke, 2 Temple Back East, Temple Quay, Bristol BS1 6EG marked for the attention of Jeremy Cavendish).
 - By post (by returning the signed copy to Osborne Clarke, 2 Temple Back East, Temple Quay, Bristol BS1 6EG marked for the attention of Jeremy Cavendish).

Please note that return of this document will not be accepted by fax or email.

2. **The resolutions will lapse if sufficient votes in favour of them has not been received by the end of the date which is 28 days after the Circulation Date (the Circulation Date being counted as day one).** Unless you do not wish to vote on the resolutions, please ensure that your agreement reaches the Company on or before this date and time. If the Company has not received this document from you by then you will be deemed to have voted against the resolutions.
3. Once you have signified your agreement to the resolutions such agreement cannot be revoked.
4. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

Articles of association

of

B T C. Activewear Holdings Limited

Company number 7145431

(Private company limited by shares)

as adopted by written special resolution passed on ~~24~~February 2010

Osborne Clarke

2 Temple Back East
Temple Quay
Bristol
BS1 6EG
Telephone +44 (0) 117 917 3000
Fax +44 (0) 117 917 3005

MLZ/0951636/8781886

Contents

1.	Preliminary	2
2.	Defined terms	2
3.	Interpretation	7
4.	Company may issue shares which are nil, partly or fully paid ...	8
5.	Share capital	8
6.	Rights attaching to shares	8
7.	Variation of class rights..	11
8.	Share certificates	11
9.	Permitted transfers.....	12
10.	Mandatory transfers.....	12
11.	Pre-emption procedure ..	14
12.	Valuation	17
13.	Registration	17
14.	Transmission of Shares ..	18
15.	Authority to capitalise and appropriation of capitalised sums ..	18
16.	Quorum for general meetings..	19
17.	Adjournment	19
18.	General meeting on members' requisition ..	19
19.	Errors and disputes ..	20
20.	Demanding a poll and procedure on poll	20
21.	Delivery of proxy notices ..	21
22.	Revocation of proxy notices.....	21
23.	Votes of proxies	22
24.	Borrowing powers	22
25.	Directors may delegate	23
26.	Directors to take decisions collectively.	23
27.	Unanimous decisions.	23
28.	Calling a directors' meeting ..	23
29.	Participation in directors' meetings ..	23
30.	Quorum for directors' meetings.....	24
31.	Casting vote...	24
32.	Directors may vote and count for quorum.	24
33.	Conflicts of interest	25
34.	Records of decisions to be kept	27
35.	Directors' discretion to make further rules	27
36.	Number of directors.. ...	28
37.	The F&R Directors... ..	28
38.	The B Director. ..	28
39.	Directors' remuneration and expenses.	29
40.	Appointment and removal of alternates ..	29
41.	Rights and responsibilities of alternate directors ..	30
42.	Termination of alternate directorship.. ..	31
43.	Secretary	31
44.	Company communications ..	31
45.	Indemnity, Funds and Insurance.. ..	34
46.	Exercise of members' rights ...	34

Company No 7145431

The Companies Act 2006

Private company limited by shares

Articles of association

of

B.T.C. Activewear Holdings Limited ("the Company")

(as adopted by written special resolution passed on 24 February 2010)

Part 1

Preliminary, Defined terms and Interpretation

1 Preliminary

The Model Articles shall apply to the Company save insofar as they are excluded or varied by these Articles or are inconsistent with these Articles and the Model Articles (except as so excluded, varied or inconsistent) together with these Articles shall be the articles of association of the Company (to the exclusion of any other regulations set out in any statute, statutory instrument or other subordinate legislation from time to time in force). If there is any conflict or inconsistency between any provision of the Model Articles and these Articles, the latter shall prevail.

2 Defined terms

In these Articles, unless a contrary intention is expressly stated, the following words and expressions shall have the following meanings:

"Acts" means the Companies Acts and every other statute, order, regulation, or other subordinate legislation from time to time in force concerning companies and affecting the Company.

"acting in concert" has the meaning set out in the City Code on Takeovers and Mergers from time to time.

"address" has the meaning set out in Section 1148, CA2006.

"alternate" or **"alternate director"** has the meaning set out in Article 40 (*Appointment and removal of alternates*)

"A Ordinary Shares" means the A ordinary shares of £1 each in the capital of the Company.

"appointor" has the meaning set out in Article 40 (*Appointment and removal of alternates*).

"Articles" means these articles of association as altered or varied from time to time and **"Article"** means a provision of these Articles.

"B Director" means the director of the Company appointed by the holders of the B Ordinary Shares under Article 38.1.

"B Ordinary Shares" means the ordinary shares of £1 each in the capital of the Company.

"Board" means the board of directors of the Company from time to time.

"Board Invitee" means such person (being an Employee Trust or an existing or prospective Employee) as the Board, with F&R Consent, may nominate

"CA2006" means the Companies Act 2006

"Cessation Date" means the date on which a Leaver ceases to be an Employee

"Companies Acts" has the meaning set out in Section 2, CA2006.

"Conflict Situation" has the meaning set out in Article 33 1(a) (*Conflicts of interest*)

"Conflicted Director" has the meaning set out in Article 33.1(a) (*Conflicts of interest*).

"Disposal" means the sale or other disposal (whether by one transaction or a series of related transactions) of:

- (a) the whole or a substantial part of the business and assets of the Company; or
- (b) the entire issued share capital of any immediate Subsidiary or Subsidiaries to the extent that it or they comprise the whole or a substantial part of the business and assets of the Group.

"document" means any document, including but not limited to, any summons, notice, order, register, certificate or other legal process.

"electronic address" has the meaning set out in Section 333(4), CA2006

"electronic form" has the meaning set out in Section 1168, CA2006.

"electronic means" has the meaning set out in Section 1168, CA2006.

"eligible director" means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter).

"Employee" means a person who at the date of adoption of these Articles or subsequently is employed by, or is a consultant to, any Group Company and/or holds

the office of director of any Group Company and "**Employees**" shall be interpreted accordingly

"Employee Trust" means any trust established by the Board (with F&R Consent) to encourage or facilitate the holding of shares in the Company by bona fide Employees or by any section of such Employees, the trustees of which shall be such persons as the Board (including the F&R Directors) shall agree.

"Equity Shares" means the A Ordinary Shares and B Ordinary Shares

"F&R" means Falk & Ross Group Equity GmbH of Ross-Straße 6, 67681 Sembach, registered with the commercial register at the local court of Kaiserslautern under HRB 30683

"F&R Consent" means the written consent of F&R which may be validly provided by an F&R Director or where there is no F&R Director the written consent of F&R.

"F&R Director" means the directors of the Company appointed by F&R under Article 37.1 (*The F&R Directors*) or the Shareholders' Agreement or their alternate and "**F&R Directors**" shall be construed accordingly.

"F&R Group" means F&R and any Subsidiary of F&R and "**F&R Group Company**" shall be interpreted accordingly.

"Family Trust" means a trust under which

- (a) no immediate beneficial interest in the shares held by it or the income from such shares is for the time being or may in the future be vested in any person other than
 - (i) the settlor or a Privileged Relation of such settlor; or
 - (ii) any charity or charities as default beneficiaries (meaning that such charity or charities have no immediate beneficial interest in the shares or the income from them when the trust is created but may become so interested if there are no other beneficiaries from time to time except another charity or charities); and
- (b) no power of control over the voting powers conferred by the shares held by it is for the time being exercisable by or subject to the consent of any person other than the trustee or trustees or the settlor or a Privileged Relation of such settlor.

"Further Issue" has the meaning set out in Article 6 5(a) (*Further issues of shares*)

"Group" means the Company and its Subsidiaries (if any) for the time being and "**Group Company**" means any of them.

"hard copy form" and "**hard copy**" have the meanings set out in Section 1168, CA2006.

"Leaver" means an Employee (other than an F&R Director) who ceases to be so for whatever reason (including death or a Subsidiary ceasing to be a member of the Group) and does not continue to be an Employee by reason of his status in relation to any Group Company.

"Leaver Price" means such sum as equals X per cent of the aggregate of the following:

$B \times (6 \times \text{Average BTC EBT})$

where

"Average BTC EBT" means the average audited earnings before tax (EBT) of B T C Activewear Limited (company number 03974944) for the two complete 12 month financial periods prior to the Cessation Date;

"B" is the percentage of the aggregate entitlement of all B Ordinary Shares to Distributable Assets in accordance with Article 6 2 (being 30% at the date of adoption of these Articles); and

"X" is the percentage of the B Ordinary Shares represented by the Leaver's Shares

"Leaver's Shares" means in relation to a Leaver, all shares in the capital of the Company held by him or his Privileged Relations or their Family Trusts, or any nominees of them, other than shares held by Privileged Relations that F&R declares itself satisfied were not acquired either directly or indirectly from the Leaver or by reason of the Privileged Relation's connection with the Leaver and the decision of F&R in this respect will, in the absence of manifest error, be final and binding

"Market Price" means the price which the Valuer states in writing to be in their opinion the market value of the shares concerned on the following assumptions and bases:

- (a) to have regard to the rights and restrictions attached to the shares in respect of income and capital,
- (b) to assume that the sale is on an arms' length basis between a willing seller and a willing purchaser;
- (c) to disregard whether or not the shares represent a minority interest;
- (d) to take no account of whether the shares do or do not carry control of the Company; and
- (e) if the Company is then carrying on business as a going concern, to assume that it will continue to do so in the same manner as immediately prior to the date of the Transfer Notice or deemed Transfer Notice giving rise to the valuation.

"Model Articles" means the model articles for private companies limited by shares set out in Schedule 1 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229).

"nil paid" in relation to a share, means that none of that share's nominal value or any premium at which it was issued has been paid to the Company.

"Offered Shares" has the meaning set out in Article 11 2 (*Pre-emption procedure*).

"partly paid" in relation to a share, means that part of that share's nominal value or any premium at which it was issued has been paid to the Company

"Pre-emption Purchasers" has the meaning set out in Article 11.6 (*Pre-emption procedure*) and **"Pre-emption Purchaser"** means any one of them

"Privileged Relation" means in relation to a member, the spouse, civil partner or widow, widower or surviving civil partner of the member and the member's children and grandchildren (including step and adopted children and their issue and step and adopted children of the member's children).

"Relevant Securities" means all shares, rights to subscribe for shares or to receive them for no consideration and all securities convertible into shares, but excluding shares issued in order for the Company to comply with its obligations under the Articles

"Sale" means the sale or other disposal (whether by one transaction or a series of related transactions) of the entire issued share capital of the Company (or where the purchaser(s) already hold shares in the capital of the Company, the sale or other disposal of such number of shares such that the purchaser(s) hold the entire issued share capital of the Company).

"Sale Price" has the meaning set out in Article 11 3 (*Pre-emption procedure*).

"Shareholders' Agreement" means the shareholders' agreement entered into on the same date as the date of adoption of these Articles between the Shareholders (as defined therein) (1), Falk & Ross Group Equity GmbH (2) B T C Activewear Limited (3) and the Company (4).

"Subsidiary" means a subsidiary (as defined in Section 1159, CA2006) or a subsidiary undertaking (as defined in Section 1163, CA2006) and **"Subsidiaries"** shall be construed accordingly.

"Total Transfer Condition" has the meaning set out in Article 11 2 (*Pre-emption procedure*)

"Transfer Notice" has the meaning set out in Article 11 1 (*Pre-emption procedure*)

"transmittee" means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law.

"Valuer" means the auditor of the Company or (if the auditor declines to act for such purpose) an independent accountant nominated by agreement between the Board (acting with F&R Consent) and the transferor(s) or, failing agreement within 14 days, nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales.

"Wholly-owned Group" means a body corporate and any holding company of which it is a wholly-owned Subsidiary and any other wholly-owned Subsidiaries of that holding company (including any wholly-owned Subsidiary of the body corporate) with all such terms construed in accordance with the CA2006.

"working day" has the meaning set out in Section 1173, CA2006.

3. Interpretation

3.1 In these Articles:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) a reference to:
 - (i) **"transfer of shares"** or any similar expression shall be deemed to include, in respect of a share in the capital of the Company:
 - (A) any sale or other disposition of the legal or equitable interest in a share (including any voting right attached to a share);
 - (B) the creation of any mortgage, charge, pledge or other encumbrance over any legal or equitable interest in a share;
 - (C) any direction by a person entitled to an allotment or issue of shares that a share be allotted or issued to some other person, and
 - (D) any grant of an option to acquire, or agreement to enter into a grant of an option to acquire, any legal or equitable interest in a share;
 - (ii) **"person"** includes any individual, firm, corporation, body corporate, association, partnership, trust, unincorporated association, employee representative body, government or state or agency or department thereof, executors, administrators or successors in title (whether or not having a separate legal personality), and
 - (iii) a document or information being sent or supplied by or to a company (including the Company) shall be construed in accordance with the provisions of Section 1148(3), CA2006 and any reference to **"sent"** or **"supplied"** (or other similar term) shall be construed in accordance with the provisions of Section 1148(2), CA2006;
- (c) the table of contents and headings are for convenience only and do not affect the interpretation of these Articles; and
- (d) general words shall not be given a restrictive meaning.

- (i) if they are introduced by the word "other" or "including" or similar words by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing; or
 - (ii) by reason of the fact that they are followed by particular examples intended to be embraced by those general words.
- 3 2 Unless the context otherwise requires or unless otherwise defined or stated in these Articles
 - (a) words or expressions defined in the Model Articles shall have the same meaning in these Articles; and
 - (b) any other words and expressions contained in these Articles and/or in the Model Articles shall have the same meaning as in the CA2006 as in force when these Articles become binding on the Company.
- 3 3 Save as provided to the contrary in these Articles, any reference in these Articles to the CA2006 (or a provision of it) shall be deemed to include a reference to any statutory modification, re-enactment or re-statement of it from time to time in force.

Part 2

Shares and Distributions

4 Company may issue shares which are nil, partly or fully paid

Shares may be issued by the Company which are nil, partly or fully paid. Article 21 of the Model Articles shall not apply to the Company.

5. Share capital

5.1 Except as otherwise provided in these Articles, the A Ordinary Shares and the B Ordinary Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.

5 2 Whenever the Company has only one class of shares, unless otherwise authorised by these Articles, the directors shall not (save with F&R Consent) exercise any power of the Company pursuant to Section 550, CA2006 to allot shares or to grant rights to subscribe for, or convert any security into, any shares in the Company

Articles 3 and 22(1) of the Model Articles are modified accordingly

5 3 Article 22(2) of the Model Articles is modified by the inclusion of the words ", subject to F&R Consent," after the word "directors"

6. Rights attaching to shares

6 1 *Income*

Any profits which the Company or Board may determine to distribute shall be distributed amongst the holders of the Equity Shares as follows

- (a) 70% shall be distributed among the holders of the A Ordinary Shares pro rata according to the number of A Ordinary Shares held; and
- (b) 30% shall be distributed among the holders of the B Ordinary Shares pro rata according to the number of B Ordinary Shares held.

The percentages set out in this Article 6.1 shall be amended by the Board to reflect any further issues of A Ordinary Shares and/or B Ordinary Shares (as the case may be).

6.2 *Capital*

On a return of assets on liquidation or capital reduction or otherwise (except upon the redemption of shares of any class or the purchase by the Company of its own shares), the assets of the Company remaining after the payment of its liabilities (the "Distributable Assets") shall be distributed amongst the holders of the Equity Shares as follows:

- (a) 70 % of the Distributable Assets shall be distributed among the holders of the A Ordinary Shares pro rata according to the number of A Ordinary Shares held; and
- (b) 30 % of the Distributable Assets shall be distributed among the holders of the B Ordinary Shares pro rata according to the number of B Ordinary Shares held.

The percentages set out in this Article 6.2 shall be amended by the Board to reflect any further issues of A Ordinary Shares and/or B Ordinary Shares (as the case may be)

6.3 *Exit provisions*

- (a) Upon a Sale, the members who sell their shares in such Sale will be entitled to share in the proceeds of the Sale as if the same had been distributed under the provisions of Article 6.2.
- (b) Upon a Disposal, the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in Article 6.2 provided always that if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, the members shall take any action required by F&R (including actions that may be necessary to put the Company into voluntary liquidation) so that Article 6.2 applies

6.4 *Voting*

The holders of the Equity Shares shall have the right to receive notice of and attend and vote and speak at any general meeting of the Company and shall be entitled to vote on any written resolution of the Company. Save, in each case, as provided otherwise in the CA2006, each such holder present in person or by proxy or by representative shall be entitled on a show of hands to one vote and on a poll or written resolution to one vote for each Equity Share held by him provided always that the total voting rights conferred on:

- (a) all holders of A Ordinary Shares shall represent 70% of the voting rights attaching to all Equity Shares, and
- (b) all holders of B Ordinary Shares shall represent 30% of the voting rights attaching to all Equity Shares

The percentages set out in this Article 6.4 shall be amended by the Board to reflect any further issues of A Ordinary Shares and/or B Ordinary Shares (as the case may be)

6.5 *Further issues of shares*

- (a) Unless the holders of at least 50% of A Ordinary Shares and the holders of at least 50% of the B Ordinary Shares consent to the contrary
 - (i) any Relevant Securities to be granted or allotted by the Company ("**Further Issue**") shall first be offered to the holders of the Equity Shares in the same proportion as nearly as possible as the nominal amount of their existing holding of Equity Shares bears to the total nominal amount of the Equity Shares in issue and such offers shall, subject to Article 6.5 be open for acceptance for not less than 14 days from the date of despatch, and
 - (ii) when applying for his allocation, it shall be open to each such holder to specify the number of Relevant Securities in excess of his proportionate entitlement for which he is willing to subscribe.
- (b) If the total number of Relevant Securities applied for pursuant to an offer made under Article 6.5(a) is equal to or less than the number of Relevant Securities available, the Relevant Securities shall be allocated in satisfaction of the applications received.
- (c) If the total number of Relevant Securities applied for pursuant to an offer made under Article 6.5(a) is more than the number of Relevant Securities available, the Board shall allocate Relevant Securities in accordance with the following formula. This formula shall be applied repeatedly until there are no Relevant Securities remaining to be allocated. Each application of the formula is referred to below as an "**iteration**".

$$A = \frac{B}{C} \times D$$

A is the number of Relevant Securities to be allocated to the relevant member in the iteration

B is the number of Equity Shares held by the relevant member.

C is the number of Equity Shares held by all the members to whom the iteration is being applied.

D is the number of Relevant Securities or, after the first iteration, the number of Relevant Securities remaining unallocated by previous iterations.

If in any iteration, a member would be allocated all or more than all of the Relevant Securities for which he applied (including allocations from previous iterations) then any excess will not be allocated to that member, who will cease to take part in any further iterations, and the excess Relevant Securities will be available for allocation in the next iteration.

- (d) The Board shall notify each member who applied for Relevant Securities of the number of Relevant Securities that they have been allocated and the persons to whom they have been allocated. The notification shall include the place and time (being not later than 14 days after the latest date by which applications had to be received) at which the allotment of the Relevant Securities shall be completed.
- (e) Any Relevant Securities not accepted or subscribed for by the members shall be at the disposal of the directors who may (within a period of 3 months from the end of the last offer period under Article 6 5(a)), subject to F&R Consent allot, grant options over or otherwise dispose of the same to such persons at a price per share and on terms no less favourable than that/those at which the same were offered to the holders of Equity Shares, and otherwise on such terms as they think proper.
- (f) Pursuant to Section 567, CA2006, sub-section (1) of Section 561, CA2006 and sub-sections (1) to (5) inclusive of Section 562, CA2006 shall be excluded from applying to the Company.

7 Variation of class rights

Whenever the share capital of the Company is divided into different classes of shares, the rights attached to any class may, whether or not the Company is being wound up, be varied, modified, abrogated or cancelled only with the consent in writing of the holders of 60% of the issued shares of that class.

8 Share certificates

- 8 1 The Company must issue each shareholder with one or more certificates in respect of the shares which that shareholder holds and, save as provided otherwise in the Articles, such certificates must be issued free of charge Article 24(1) of the Model Articles is modified accordingly.
- 8 2 Article 24(2)(c) of the Model Articles is modified by:
 - (a) the deletion of the words. "that the shares are fully paid"; and
 - (b) the insertion instead, of the words: "the amount paid up on the shares".

9 Permitted transfers

9.1 *Transfers to Privileged Relations, Family Trusts and nominees*

- (a) Any member may at any time transfer up to 50% (or, with F&R Consent such larger percentage as stated in that consent) of the shares in the capital of the Company held by him to a Privileged Relation or the trustees of his Family Trust.
- (b) The trustees of a Family Trust may transfer shares held by them in their capacity as trustees:
 - (i) on a change of trustees, to the new trustees of that Family Trust;
 - (ii) to a person who has an immediate beneficial interest under the Family Trust; or
 - (iii) to another Family Trust which has the same member as settlor.
- (c) Shares may be transferred by a member to a person to hold such shares as his bare nominee and the nominee may transfer such shares without restriction to the original member or to another bare nominee of such original member but any other transfers by the nominee shall be subject to the same restrictions as though they were transfers by the original member himself

9.2 *Transfers by corporate shareholders*

A corporate member may at any time transfer shares to another member of its Wholly-owned Group.

9.3 *Transfers with consent*

A transfer of shares may be made to any person with F&R Consent.

10. Mandatory transfers

10.1 *Transfer if trust ceases to be a Family Trust*

If any trust whose trustees hold shares in the capital of the Company ceases to be a Family Trust then the trustees shall without delay notify the Company that such event has occurred and they shall be deemed to have served the Company with a Transfer Notice in respect of all such shares on the date on which the trust ceased to be a Family Trust.

10.2 *Transfer if shares cease to be held by a Privileged Relation*

If a Privileged Relation holding shares transferred to him under Article 9.1 ceases to be a Privileged Relation of the original member who held them (other than by reason of death), the Privileged Relation then holding the shares shall without delay notify the Company that this event has occurred and shall be deemed to have served the Company with a Transfer Notice in respect of all such shares as at the date on which

he ceased to be a Privileged Relation and such shares may not otherwise be transferred.

10.3 *Transfer on death or bankruptcy of member*

A person entitled to a share or shares in consequence of the death of a member (save where such member becomes a Leaver) or the bankruptcy of a member shall be bound at any time, if and when required in writing by the directors so to do, to give a Transfer Notice in respect of such share(s), and if such person fails to give a Transfer Notice, he shall be deemed to have served the Company with a Transfer Notice in respect of all such share(s) on the date of) the directors' request

10.4 *Transfer by Leaver*

Unless F&R Consent to the contrary is given, if an Employee becomes a Leaver:

- (a) the Leaver shall, in respect of all of his shares, and each person holding any Leaver's Shares shall, in respect of those Leaver's Shares be deemed to have served a Transfer Notice on the Cessation Date;
- (b) any existing Transfer Notice relating to the Leaver's Shares or any of them in force at the Cessation Date shall immediately be cancelled (unless the transferee(s) are bound to pay for such shares and the transferor(s) are bound to transfer them in accordance with Article 11.7) and no further Transfer Notice shall be issued or be deemed to be issued in respect of the Leaver's Shares except pursuant to this Article 10.4; and
- (c) all Leaver's Shares (and any shares issued to the Leaver after the Cessation Date whether by virtue of the exercise of any right or option granted or arising by virtue of the holding of the Leaver's Shares or otherwise) shall cease to confer the right to be entitled to receive notice of or to attend or vote at any general meeting or on any written resolution of the Company or at any meeting or on any written resolution of the holders of any class of shares in the capital of the Company with effect from the Cessation Date (or, where appropriate, the date of issue of such shares, if later) and such shares shall not be counted in determining the total number of votes which may be cast at any such meeting or required for the purposes of a written resolution of any members or class of members or any consent under these Articles or otherwise

10.5 *Price of Leaver's Shares*

The price for the Leaver's Shares shall be the price agreed by the Leaver and the Board (with F&R Consent) calculated on the basis set out in this Article 10 provided that if agreement is not reached within 14 days of the Cessation Date the Leaver or the Board may refer determination of the price to a Valuer in accordance with the following provisions

- (a) if the Leaver ceases to be an Employee as a result of
 - (i) his resignation within three years from the date of the adoption of these articles (save with F&R Consent); or

- (ii) the termination of his service agreement in circumstances where any Group Company is entitled to terminate such contract without notice,
he shall be a "**Bad Leaver**" for the purposes of these Articles,
- (b) if the Leaver ceases to be an Employee in circumstances where he is not a Bad Leaver, he shall be a "**Good Leaver**" for the purposes of these Articles,
- (c) if the Leaver ceases to be an Employee as a Bad Leaver, the price payable for the Leaver's Shares shall be the lower of the nominal value of such shares and the Leaver Price;
- (d) if the Leaver ceases to be an Employee for any other reason, the price payable for the Leaver's Shares shall be the Leaver Price.

10.6 ***Deemed Transfer Notice***

Save where these Articles expressly provide otherwise, if in any case under the provisions of these Articles:

- (a) the directors require a Transfer Notice to be given in respect of any shares, or
- (b) a person has become bound to give a Transfer Notice in respect of any shares,

and such a Transfer Notice is not duly given within a period of two weeks of demand being made or within the period allowed thereafter respectively a Transfer Notice shall be deemed to have been given at the expiration of the said period

11 **Pre-emption procedure**

- 11.1 Except as permitted in these Articles, any member who desires or is required to transfer (or enter into an agreement to transfer) any interest in his shares must first offer them to the other members in accordance with this Article 11. Unless otherwise required by these Articles, the offer may be in respect of all or part only of the shares held by the proposing transferor and shall be made by the proposing transferor by notice in writing to the Company (a "**Transfer Notice**")
- 11.2 The Transfer Notice shall specify the number and class of shares offered (the "**Offered Shares**") and the name and address of the proposed transferee(s) (if any). Save where it is required or deemed to be given under Article 10, the Transfer Notice may contain a provision that, unless all the Offered Shares are sold under this Article, none shall be sold ("**Total Transfer Condition**") and that provision shall have effect. The Transfer Notice shall constitute the directors as the agent of the proposing transferor for the sale of the Offered Shares at the Sale Price. Upon receipt, the Company shall send F&R a copy of the Transfer Notice (or if appropriate, notify F&R that a Transfer Notice is deemed to have been given). Save for as set out in Article 12.3, a Transfer Notice may not be varied or revoked other than with F&R Consent.
- 11.3 The Sale Price shall be

- (a) in the case of a deemed Transfer Notice in respect of Leaver's Shares, the price determined in accordance with Article 10.5
- (b) in the case of a deemed Transfer Notice (other than in respect of Leaver's Shares), the Market Price as at the date of the deemed Transfer Notice as agreed between the transferor and the Board (with F&R Consent) save that if agreement is not reached within 14 days of the day on which the Transfer Notice is deemed to be given, either the transferor or the Board may refer the matter to a Valuer; and
- (c) in all other cases, the price specified in the Transfer Notice by the proposing transferor or, if none is specified, the Market Price as at the date of the Transfer Notice as agreed between the transferor and the Board save that if agreement is not reached within 14 days of the day on which the Transfer Notice is given, either the transferor or the Board may refer the matter to a Valuer.

11 4 As soon as practicable after determination of the Sale Price, any Offered Shares to the extent they are Leaver's Shares will be offered:

- (a) first, to the Company, which may direct that all or some of such shares (as determined by F&R and the holders of a majority of the B Ordinary Shares (in each case acting reasonably) be offered to one or more Board Invitees; and
- (b) second, where agreement between F&R and the holders of the majority of the B Ordinary Shares is not reached as to the number of Offered Shares to be offered to one or more Board Invitees pursuant to Article 11.4(a) or any Offered Shares declined by the Company or not accepted by a Board Invitee within 21 days of the offer to it being made will immediately be offered to the members as follows:
 - (i) as to 30% of the Offered Shares to the holders of A Ordinary Shares on a pari passu basis pro rata to their existing holdings but so that the number allocated shall not exceed the maximum which such holders have expressed a willingness to purchase; and
 - (ii) as to 70% of the Offered Shares to the holders of B Ordinary Shares (excluding the Leaver) on a pari passu basis pro rata to their existing holdings but so that the number allocated shall not exceed the maximum which such holders have expressed a willingness to purchase.

Any Offered Shares declined by the holders of Equity Shares as set out in Article 11.4(b) within 21 days of the offer being made will immediately be offered to the members as set out below.

11 5 As soon as practicable after the determination of the Sale Price (and provided the Transfer Notice has not been withdrawn in accordance with Article 12.3), or if Article 11 4 applies, the directors shall give notice to all the holders of Equity Shares of the number and description of the Offered Shares (excluding any which have been taken up by the Company or a Board Invitee under Article 11 4) the Sale Price and whether

or not the Offered Shares are subject to a Total Transfer Condition. The notice shall invite each of the members to state in writing to the Company within 30 days of such notice being given whether he is willing to purchase any of the remaining Offered Shares, and if so the maximum number. The directors shall at the same time give a copy of the notice to the proposing transferor

- 11.6 On the expiration of the 30 day period the directors shall allocate the remaining Offered Shares to or amongst the members who have accepted the invitation ("**Pre-emption Purchasers**") and such allocation shall be made so far as practicable as follows:
- (a) to the holders of the Equity Shares on a pari passu basis pro rata to their existing holdings but so that the number allocated shall not exceed the maximum which such holders have expressed a willingness to purchase; and
 - (b) if the Transfer Notice contains a valid Total Transfer Condition, no allocation will be made unless all the Offered Shares are allocated.
- 11.7 On the allocation being made, the directors shall give details of the allocation in writing to the proposing transferor and each Pre-emption Purchaser and, on the seventh day after such details are given, the Pre-emption Purchasers to whom the allocation has been made shall be bound to pay the Sale Price for, and to accept a transfer of, the Offered Shares allocated to them respectively and the proposing transferor shall be bound, on payment of the Sale Price, to transfer the Offered Shares to the respective Pre-emption Purchasers to whom the allocation has been made
- 11.8 If the proposing transferor after becoming bound to transfer any or all of the Offered Shares fails to do so, the Company may receive the Sale Price and the directors may appoint a person to execute instruments of transfer of the Offered Shares in favour of the Pre-emption Purchasers to whom the allocation has been made and shall cause the names of those Pre-emption Purchasers to be entered in the register of members of the Company as the holders of the Offered Shares and shall hold the Sale Price on trust for the proposing transferor. The receipt of the Company shall be a good discharge to those Pre-emption Purchasers and, after their names have been entered in the register of members of the Company under this provision, the validity of the transactions shall not be questioned by any person
- 11.9 If, following the expiry of the 30 day period referred to in Article 11.4, any of the Offered Shares have not been allocated under that Article, the proposed transferor may at any time within a period of 90 days after the expiry of the 30 day period transfer the Offered Shares not allocated to any person and at any price (being not less than the Sale Price) provided that:
- (a) the transferee is a person (or nominee for a person) approved by F&R Consent,
 - (b) if the Transfer Notice contained a Total Transfer Condition, he shall not be entitled to transfer any of the Offered Shares unless in aggregate all the Offered Shares are so transferred;

- (c) 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 proposed purchaser and, if not so satisfied, may refuse to register the instrument of transfer (without prejudice, however, to the directors' absolute discretion to refuse to approve or register any transfer of shares in the circumstances described in Article 13); and
- (d) the transferor has not failed or refused to provide promptly information available to him and reasonably requested by the directors for the purpose of enabling them to form the opinions mentioned above.

12. Valuation

- 12.1 Any Valuer appointed under these Articles shall be considered to be acting as an expert and not as an arbitrator and its decision shall be final and binding on the parties (in the absence of fraud or manifest error).
- 12.2 The Board will give the Valuer access to all accounting records or other relevant documents of the Company subject to them agreeing such confidentiality provisions as the Board may reasonably impose.
- 12.3 The Valuer shall be requested to reach its determination within 30 days of its appointment and to notify the Board of its determination. The Board shall deliver a copy of the determination to the relevant transferor(s) (or their agent) as soon as reasonably practicable after receipt. Save where the valuation relates to a Transfer Notice which is required or deemed to be given under Article 10, the transferor may revoke the Transfer Notice by written notice to the Company within 7 days of the service on him (or his agent) of the Valuer's determination.
- 12.4 The fees, expenses and any other charges of the Valuer in respect of a valuation shall be borne:
 - (a) by the relevant transferor if the last price proposed by him (or by the Leaver if the valuation is in respect of Leaver's Shares) before the matter was referred to the Valuer exceeds the price certified by the Valuer by 10% or more of such certified price,
 - (b) by the Company if the last price proposed by the Board before the matter was referred to the Valuer is lower than the price certified by the Valuer by 10% or more of such certified price; and
 - (c) otherwise, as to 50% by the relevant transferor(s) and 50% by the Company.

13. Registration

- 13.1 The directors shall refuse to register a purported transfer of any share not made under or permitted by Articles 9 to 12.
- 13.2 For the purposes of ensuring that a transfer of shares is duly authorised or that no circumstances have arisen whereby a Transfer Notice is required to be given the directors may and shall at the written request of F&R and at the Company's expense

request any member or past member or the personal representative or trustee in bankruptcy, administrative receiver or liquidator or administrator of any member or any person named as transferee in any instrument of transfer lodged for registration to furnish to the Company such information and evidence as the directors may reasonably think fit regarding any matter which they may deem relevant to such purpose

13 3 Failing such information or evidence being furnished to the reasonable satisfaction of the directors within 14 days after such request or if such information or evidence discloses that the transfer was made in breach of these Articles (including that a Transfer Notice ought to have been given in respect of any shares)

(a) the directors shall be entitled to refuse to register the transfer in question;

(b) the relevant shares shall cease to confer upon the holder of them (or any proxy) any rights

(i) to vote on a show of hands or poll at a general meeting of the Company or at any meeting of the class of shares in question or on any written resolution of the Company or the class of shares in question (provided that such rights shall not cease if as a result of such cessation the Company shall become a Subsidiary of an Investor), or

(ii) to receive dividends or other distributions otherwise attaching to the shares or to receive any further shares issued in respect of those shares; and

(c) the directors may by notice in writing require that a Transfer Notice be given forthwith in respect of all the shares concerned.

13 4 Any transfer of a share by way of sale which is required to be made under these Articles will be deemed to include a warranty that the transferor sells with full title guarantee.

13 5 No share shall be issued or transferred to any undischarged bankrupt or a person who lacks mental capacity.

14 Transmission of Shares

14 1 The directors may at any time give notice requiring a transmittee to elect either to be registered himself in respect of the share or to transfer the share to a person nominated by him and if such notice is not complied with within 60 days of such notice, the directors may thereafter, withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with

15 Authority to capitalise and appropriation of capitalised sums

15 1 A capitalised sum which was appropriated from profits available for distribution may (subject to any necessary approvals pursuant to these Articles or the Investment Agreement) be applied.

- (a) in or towards paying up any amounts unpaid on existing shares held by the person(s) entitled; or
- (b) in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.

Article 36(4) of the Model Articles is modified accordingly.

Part 3

Decision-Making by Shareholders

16. Quorum for general meetings

- 16.1 No business, other than the appointment of the chairman of the meeting, is to be transacted at a general meeting unless the persons attending it constitute a quorum when the meeting proceeds to business (and nothing in these Articles shall prevent any other business being transacted at such general meeting if the persons attending it do not constitute a quorum from time to time thereafter throughout the meeting).

Article 38 of the Model Articles is modified accordingly

- 16.2 Whenever the Company has only one member, the member present (being an individual) in person or by proxy, or (being a corporation) by a duly authorised representative or by proxy shall be a quorum. Whenever the Company has two or more members, two persons entitled to vote upon the business to be transacted each being a member (being an individual) present in person or by proxy, or (being a corporation) present by a duly authorised representative or by proxy (at least one of whom must be a holder of A Ordinary Shares or a proxy for or a duly authorised representative of such a holder) shall be a quorum

17. Adjournment

- 17.1 If within half an hour from the time appointed for a general meeting convened upon the requisition of members, a quorum is not present, the meeting shall be dissolved.

Article 41(1) of the Model Articles is modified accordingly.

- 17.2 If a quorum is not present at any adjourned meeting within half an hour from the time appointed for that meeting, the meeting shall be dissolved.

18. General meeting on members' requisition

- 18.1 In addition to any relevant provisions of the CA2006, the directors shall forthwith proceed to convene a general meeting of the Company on the requisition of holders of not less than 5% by nominal value of the Equity Shares in issue at the date of deposit of the requisition, such meeting to be convened for such date as is specified in the requisition or as soon thereafter as the CA2006 permits.
- 18.2 The requisition must state the general nature of the business to be dealt with at the meeting (and may include the text of a resolution that may properly be moved (as such

is determined pursuant to the provisions of the CA2006) and is intended to be moved at the meeting), and must be authenticated (in accordance with the provisions of the CA2006) by the requisitionists and deposited at the registered office of the Company (or such other address (including electronic address) as may be specified for the purpose) in hard copy form or electronic form, and may consist of several documents in like form each signed by one or more requisitionists

- 18.3 If the directors do not within 7 days from the date of the deposit of the requisition proceed to convene a meeting in accordance with this Article, the requisitionists, or any of them representing more than one half of the total voting rights of all of them, may themselves convene a meeting, but any meeting so convened shall not be held after the expiration of 3 months from the date on which the directors became subject to the requirement to call a meeting.
- 18.4 A meeting convened under this Article by requisitionists shall be convened in the same manner, as nearly as possible, as that in which meetings are to be convened by directors and if the requests received by the Company identify a resolution intended to be moved at the meeting, the notice of the meeting must include notice of the resolution.
- 18.5 Any reasonable expenses incurred by the requisitionists by reason of the failure of the directors to convene a meeting in accordance with this Article shall be repaid to the requisitionists by the Company, and any sum so repaid shall be retained by the Company out of any sums due or to become due from the Company by way of fees or other remuneration in respect of their services to such of the directors as were in default.

19 Errors and disputes

- 19.1 Article 43(2) of the Model Articles is modified by the addition, at the end of that article, of the words: "and conclusive".

20. Demanding a poll and procedure on poll

- 20.1 A poll may be demanded by:

- (a) the chairman of the meeting,
- (b) the directors,
- (c) two or more persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution; or
- (d) by a person or persons holding shares in the Company conferring a right to vote on the resolution, being shares on which an aggregate sum has been paid up to not less than one tenth of the total sum paid up on all the shares conferring that right.

Article 44(2) of the Model Articles is modified accordingly

- 20.2 A demand for a poll may be withdrawn if

- (a) the poll has not yet been taken; and
- (b) the chairman of the meeting consents to the withdrawal,

and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

Article 44(3) of the Model Articles is modified accordingly.

21. Delivery of proxy notices

21.1 The appointment of a proxy and the power of attorney or other authority (if any) under which it is signed (or a copy of such authority certified notarially or in some other way approved by the Board) shall be sent or supplied in hard copy form, or (subject to any conditions and limitations which the Board may specify) in electronic form:

- (a) to the registered office of the Company; or
- (b) to such other address (including electronic address) as is specified in the notice convening the meeting or in any instrument of proxy or any invitation to appoint a proxy sent or supplied by the Company in relation to the meeting; or
- (c) as the Board shall otherwise direct,

to be received before the time for the holding of the meeting or adjourned meeting to which it relates or, in the case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the poll.

21.2 Any instrument of proxy not so sent or supplied or received shall be invalid unless the Board at any time prior to the meeting or the chairman of the meeting at the meeting, in their or his absolute discretion, accept as valid an instrument of proxy where there has not been compliance with the provisions of this Article and such proxy shall thereupon be valid notwithstanding such default.

21.3 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.

21.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

Article 46 of the Model Articles is modified accordingly.

22. Revocation of proxy notices

The validity of:

- (a) a vote given or poll demanded in accordance with the terms of an appointment of a proxy; or

- (b) anything done by a proxy acting as duly appointed chairman of a meeting, or
- (c) any decision determining whether a proxy counts in a quorum at a meeting,

shall not be affected notwithstanding the death or mental disorder of the appointor or the revocation of the appointment of the proxy (or of the authority under which the appointment of the proxy was executed) or the transfer of the share in respect of which the appointment of the proxy is given, unless notice in writing of such death, mental disorder, revocation or transfer shall have been

- (a) sent or supplied to the Company or any other person as the Company may require in the notice of the meeting, any instrument of proxy sent out by the Company in relation to the meeting or in any invitation to appoint a proxy issued by the Company in relation to the meeting, in any manner permitted for the sending or supplying of appointments of proxy pursuant to these Articles, and
- (b) received at the registered office of the Company (or such other address (including electronic address) as has been designated for the sending or supplying of appointments of proxy), before the time for the holding of the meeting or adjourned meeting to which it relates or, in the case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the poll

23 Votes of proxies

- 23.1 The Company shall be under no obligation to ensure or otherwise verify that any vote(s) cast by a proxy are done so in accordance with any such instructions given by the member by whom such proxy is appointed. In the event that a vote cast by such proxy is not done so in accordance with the instructions of the member by whom such proxy is appointed, such vote shall not be deemed to be invalid.
- 23.2 On a vote on a resolution on a show of hands, where a proxy is appointed by more than one member (provided that, where some only of those members by whom the proxy is appointed instruct the proxy to vote in a particular way, those members all instruct such proxy to vote in the same way on a resolution (either "for" or "against")) such proxy shall be entitled to cast a second vote the other way in relation to any discretionary vote(s) given to him by other members by whom such proxy is appointed.

Part 4

Directors

24. Borrowing powers

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

25. Directors may delegate

- 25.1 Articles 5(1), 5(2) and 5(3) of the Model Articles are modified by the insertion of the words: "acting with F&R Consent" after each reference to "directors".
- 25.2 Article 5(1)(a) of the Model Articles is further modified by the inclusion, after the words "as they think fit", of the words "(including whether any such delegation shall be made either collaterally with or to the exclusion of the powers otherwise conferred on the directors under these Articles)"

26. Directors to take decisions collectively

- 26.1 Any decision of the directors must be taken at a meeting of directors in accordance with these Articles or must be a unanimous decision taken in accordance with Article 27.1.
- 26.2 Save as otherwise provided in these Articles, all decisions made at any meeting of the directors shall be decided by a majority of votes.
- 26.3 At any meeting of the directors each director (or his alternate director) present at the meeting shall be entitled to one vote.

27. Unanimous decisions

- 27.1 A unanimous decision of the directors is taken when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 27.2 A decision taken in accordance with Article 27.1 may take the form of a resolution in writing, where each eligible director has signed one or more copies of it or to which each eligible director has otherwise indicated agreement in writing.
- 27.3 A decision may not be taken in accordance with this Article 27 if the eligible directors would not have formed a quorum (in accordance with Article 30.1) at a Board meeting to vote on the matter.

Article 8 of the Model Articles shall not apply to the Company.

28. Calling a directors' meeting

- 28.1 Save as otherwise provided in these Articles, notice of a Board meeting must be given to each director, but need not be in writing.

Article 9(3) of the Model Articles is modified accordingly.

- 28.2 Except with the prior consent of the F&R Director, at least 14 days' notice of each Board meeting shall be given in accordance with these Articles.

29. Participation in directors' meetings

- 29.1 Article 10(1)(b) of the Model Articles is modified by the addition, after the word "communicate", of the words

"orally, including by means of telephone, video conference or other audio or audio-visual link or any other form of telecommunication".

- 29 2 Article 10(2) of the Model Articles is modified by the addition, at the end of that article, of the words:

", provided that all persons participating in the meeting can hear each other."

30 **Quorum for directors' meetings**

- 30 1 The quorum necessary for the transaction of business of the directors shall be two eligible directors at least one of whom shall be an F&R Director if at the time of the meeting an F&R Director has been appointed unless all F&R Directors have waived their right to attend in writing, save that.

- (a) where there is a sole director, the quorum shall be one; and
- (b) where the business to be transacted at the meeting is authorisation of a Conflict Situation of an F&R Director pursuant to Section 175(4) of the CA2006 and Article 33.1, the quorum shall be one eligible director and the F&R Director's presence shall not be required to constitute a quorum.

Article 11(2) of the Model Articles shall not apply to the Company.

- 30 2 If the total number of directors in office for the time being is less than two, the directors in office must not take any decision other than a decision:
- (a) to appoint (subject to F&R Consent) further directors; or
 - (b) to call a general meeting so as to enable the shareholders to appoint further directors,

Article 11(3) of the Model Articles shall not apply to the Company

31 **Casting vote**

- 31 1 If, at a meeting of the directors, the numbers of votes for and against a proposal are equal, the chairman or other director appointed to chair the meeting pursuant to these Articles shall have a casting vote.

Article 13 of the Model Articles is modified accordingly

32 **Directors may vote and count for quorum**

- 32 1 Subject to Section 175(6), CA2006, and save as otherwise provided in these Articles, a director may vote at any meeting of the directors or a committee of the directors of which he is a member on any resolution, and a director may participate in the transaction of the business of the directors and count in the quorum at any such meeting of the directors or a committee of the directors of which he is a member notwithstanding that it concerns or relates in any way to a matter in which he has directly or indirectly any kind of interest. This Article does not affect any obligation

of a director to disclose any such interest whether pursuant to Section 177, CA2006, Section 182, CA2006 or otherwise

- 32.2 Subject to Article 32.3, if a question arises at a Board meeting or a meeting of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive (except in a case where the nature or extent of any interest of the director has not been fairly disclosed)
- 32.3 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

Article 14 of the Model Articles shall not apply to the Company.

33. **Conflicts of interest**

33.1 Subject to and in accordance with the CA2006:

- (a) the directors may authorise any matter or situation arising on or after 1 October 2008 in which a director (the "**Conflicted Director**") has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (including, without limitation, in relation to the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it) and for this purpose a conflict of interest includes a conflict of interest and duty and a conflict of duties (the "**Conflict Situation**");
- (b) any authorisation given in accordance with this Article 33.1 may be made on such terms and subject to such conditions and/or limitations as the directors may, in their absolute discretion, determine (including, without limitation, excluding the Conflicted Director and any other interested director from certain Board meetings, withholding from him or them certain Board or other papers and/or denying him or them access to certain confidential Company information) and such terms, conditions and/or limitations may be imposed at the time of or after the authorisation and may be subsequently varied or terminated; and
- (c) in considering any request for authorisation in respect of a Conflict Situation, the directors shall be entitled to exclude the Conflicted Director from any meeting or other discussion (whether oral or written) concerning the authorisation of such Conflict Situation and they shall also be entitled to withhold from such Conflicted Director any Board or other papers concerning the authorisation of such Conflict Situation,

provided that, in the case of a director who is not an F&R Director, the provisions of this Article 33.1 shall be subject to F&R Consent.

33 2 If any Conflict Situation is authorised or otherwise permitted under these Articles, the Conflicted Director (for as long as he reasonably believes such Conflict Situation subsists)

- (a) shall not be required to disclose to the Company (including the Board or any committee of it) any confidential information relating to such Conflict Situation which he obtains or has obtained otherwise than in his capacity as a director of the Company, if to make such disclosure would give rise to a breach of duty or breach of obligation of confidence owed by him to another person,
- (b) shall be entitled to attend or absent himself from all or any meetings of the Board (or any committee of it) at which anything relating to such Conflict Situation will or may be discussed; and
- (c) shall be entitled to make such arrangements as he thinks fit to receive or not receive documents or information (including, without limitation, Board papers (or those of any committee of it)) relating to any such Conflict Situation and/or for such documents or information to be received and read by a professional adviser on his behalf,

and in so doing, such Conflicted Director shall not be in breach of any general duty he owes to the Company pursuant to Sections 171 to 177 (inclusive), CA2006 and the provisions of this Article 33 2 shall be without prejudice to any equitable principle or rule of law which may excuse the Conflicted Director from disclosing information or attending meetings or receiving documents or information, in circumstances where such disclosure, attendance or receipt would otherwise be required under these Articles

33 3 Provided permitted by the Acts, and provided he has disclosed to the other directors the nature and extent of his interest pursuant to Section 177 or Section 182, CA2006 or otherwise in accordance with these Articles (as the case may be), a director (including the F&R Director), notwithstanding his office

- (a) may be a party to, or otherwise directly or indirectly interested in any contract, arrangement, transaction or proposal with the Company or in which the Company is otherwise interested and may hold any other office or place of profit under the Company (except that of auditor or of auditor of a Subsidiary of the Company) in addition to the office of director and may act by himself or through his firm in a professional capacity for the Company and in any such case on such terms as to remuneration and otherwise as the directors may arrange either in addition to or in lieu of any remuneration provided for by any other article,
- (b) may be a member, director or other officer of, or employed by, or hold any other office or position with, or be directly or indirectly interested in, any contract, arrangement, transaction or proposal with or a party to or otherwise directly or indirectly interested in, any Group Company, (and in the case of the F&R Director only, in the F&R Group);

(c) shall not, by reason of his office, be liable to account to the Company for any dividend, profit, remuneration, superannuation payment or other benefit which he derives from:

- (i) any matter, office, employment or position which relates to a Conflict Situation authorised in accordance with Article 33 1; or
- (ii) any office, employment, contract, arrangement, transaction or proposal or other interest permitted pursuant to paragraphs (a) and (b) of this Article 33.3,

and no contract, arrangement, transaction or proposal shall be avoided on the grounds of any director having any such interest or receiving any such dividend, profit, remuneration, superannuation, payment or other benefit authorised in accordance with Article 33.1 or permitted pursuant to paragraphs (a) or (b) of this Article 33.3 and the receipt of any such dividend, profit, remuneration, superannuation, payment or other benefit so authorised or permitted shall not constitute a breach of the duty not to accept benefits from third parties as set out in Section 176, CA2006.

33.4 For the avoidance of doubt, a director may be or become subject to one or more Conflict Situations as a result of any matter referred to in paragraph (b) of Article 33.3 without requiring authorisation under the provisions of Article 33 1 provided he has declared, as soon as reasonably practicable, the nature and extent of his interest in the conflict situation (save in respect of a Conflict Situation of an F&R Director permitted under paragraph (b) of Article 33 3 where such F&R Director shall not be required to make any such declaration). The provisions of Section 177(2), Section 177(3), Section 177(5), Section 177(6), Section 184 and Section 185, CA2006 shall be applied (with any necessary modifications) in respect of any declaration required pursuant to this Article.

33.5 For the purposes of this Article 33, an interest of a person who is, for any purpose of the CA2006 (excluding any statutory modification thereof not in force when this Article becomes binding on the Company), connected with a director shall be treated as an interest of the director and, in relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise

34. Records of decisions to be kept

Article 15 of the Model Articles is modified by the inclusion of the following new sentence at the end of that Article: "Notwithstanding any other provision of these Articles, where the Company only has one director, the provisions of this Article shall apply to any decision taken by such director, howsoever taken by him."

35 Directors' discretion to make further rules

Article 16 of the Model Articles shall be modified by the inclusion of the words: "and subject to F&R Consent" after the words: "Subject to the articles,".

36. Number of directors

36.1 The number of directors (other than alternate directors) shall not be less than 2 nor more than 5

36.2 Article 17(1) of the Model Articles is modified by the inclusion of the words: "provided that the appointment does not cause the number of directors to exceed the maximum number set out in Article 36.1.

37. The F&R Directors

37.1 F&R shall be entitled to appoint up to two persons as a director of the Company and to remove from office any person so appointed and (subject to such removal) to appoint another person in his place.

Articles 17(1) and 18 of the Model Articles are modified accordingly.

37.2 Upon request by F&R, the Company shall procure that an F&R Director be appointed as a director of any Subsidiary. The Company shall procure that such F&R Director is not removed from his office as director of the relevant Subsidiary other than at the request of F&R or if he ceases to be a director of the Company.

37.3 F&R shall be entitled to nominate any director to act as chairman of the Board

Articles 12, 17(1) and 18 of the Model Articles are modified accordingly.

37.4 Any appointment or removal of an F&R Director pursuant to Article 37.1 shall be by signed instrument in writing served on the Company on behalf of F&R which appointed him and shall take effect on and from the date on which such instrument is lodged or deposited at the registered office of the Company or sent or supplied to such other address (including electronic address) designated for the purpose.

Articles 17(1) and 18 of the Model Articles are modified accordingly.

37.5 Subject to Section 168, CA2006, on any resolution to remove an F&R Director, upon election in writing to the Company by F&R, the shares held by F&R may, at its option in writing together carry at least one vote in excess of 75% of the votes exercisable in respect of that resolution at the general meeting at which such resolution is to be proposed or in respect of the total voting rights of members eligible to vote on that resolution if proposed as a written resolution.

37.6 The F&R Director (and any alternate director appointed by him) shall be entitled to consider the interests of and make such disclosure to F&R in relation to the business and affairs of the Group as he may in his absolute discretion determine

38. The B Director

38.1 The holders of a majority of the issued B Ordinary Shares shall be entitled to appoint one person as a director of the Company and to remove from office any person so appointed and (subject to such removal) to appoint another person in his place

Articles 17(1) and 18 of the Model Articles are modified accordingly.

- 38.2 The B Director shall be entitled to attend and speak at meetings of the Board, but shall not be entitled to vote.

Article 7 of the Model Articles is modified accordingly.

- 38.3 Any appointment or removal of a B Director pursuant to Article 38.1 shall be by signed instrument in writing served on the Company from the holders of a majority of the issued B Ordinary Shares and shall take effect on and from the date on which such instrument is lodged or deposited at the registered office of the Company or sent or supplied to such other address (including electronic address) designated for the purpose.

Articles 17(1) and 18 of the Model Articles are modified accordingly.

39. **Directors' remuneration and expenses**

- 39.1 Article 19(2) of the Model Articles is modified by the addition, after the second reference to the word "directors", of the words "acting with F&R Consent"

- 39.2 The Company may pay any reasonable expenses which the directors and the company secretary (if any) properly incur in connection with their attendance at (or returning from):

- (a) meetings of directors or committees of directors;
- (b) general meetings; or
- (c) separate meetings of the holders of any class of shares or of debentures of the company,

or otherwise in connection with the business of the Company, the exercise of their powers and the discharge of their duties and responsibilities in relation to the Company.

Article 20 of the Model Articles is modified accordingly.

40. **Appointment and removal of alternates**

- 40.1 Subject to F&R Consent, any director (other than an alternate director) (the "**appointor**") may appoint as an alternate any other director, or any other person, who is willing to act to:

- (a) exercise that director's powers; and
- (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors in the absence of the alternate's appointor. A person (whether or not otherwise a director) may be appointed as an alternate by more than one appointor.

- 40 2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors
- 40 3 The notice must identify the proposed alternate and, in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.
- 40.4 The appointment of an alternate director who is not otherwise a director shall be valid notwithstanding that he is approved by a resolution of the directors after his appointment as alternate director. Where an alternate director who is not otherwise a director attends a meeting of the directors and no objection is raised at the meeting to his presence then he shall be deemed to have been approved by a resolution of the directors.
- 41 **Rights and responsibilities of alternate directors**
- 41 1 Except as these Articles specify otherwise, an alternate director has the same rights in relation to any directors' meeting, directors' written resolution or any other directors' decision-making as the alternate's appointor, including, but not limited to, the right to receive notice of all meetings of directors and all meetings of committees of directors of which his appointor is a member.
- 41 2 Except as these Articles specify otherwise, alternate directors:
- (a) are deemed for all purposes to be directors;
 - (b) are liable for their own acts and omissions;
 - (c) are subject to the same restrictions as their appointors; and
 - (d) are not deemed to be agents of or for their appointors
- 41.3 A person who is an alternate director but not otherwise a director:
- (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating), and
 - (b) may participate in a unanimous decision of the directors (but only if that person's appointor is an eligible director in respect of such decisions and only if that person's appointor does not participate),
- provided that (notwithstanding any other provision of these Articles) such person shall not be counted as more than one director for the purposes of paragraphs (a) and (b) above
- 41 4 A director who is also an alternate for one or more directors is entitled, in the absence of the relevant appointor, to a separate vote on behalf of each appointor in addition to his own vote on any decision of the directors (provided the relevant appointor is an

eligible director in relation to that decision) but shall not count as more than one director for the purposes of determining whether a quorum is present.

- 41.5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company. Notwithstanding any other provision of these Articles, an alternate director shall not be entitled to vote on any resolution relating to the remuneration of an alternate director (whether himself or others).

42. Termination of alternate directorship

- 42.1 An alternate director's appointment as an alternate terminates:

- (a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
- (c) on the death of the alternate's appointor; or
- (d) when the alternate's appointor ceases to be a director for any reason.

43 Secretary

The directors may appoint any person who is willing to act as the secretary of the Company on such terms (including, but not limited to, term of office and remuneration) and subject to such conditions as they may think fit and from time to time remove such person and, if the directors determine, appoint a replacement secretary of the Company, in each case by a decision of the directors.

Part 5

Administrative Arrangements

44. Company communications

44.1 *Method of communication*

Subject to the provisions of the Companies Acts, any document or information required or authorised to be sent or supplied by the Company to any member or any other person pursuant to these Articles, the Companies Acts or any other rules or regulations to which the Company may be subject, may be sent or supplied in hard copy form, in electronic form, by means of a website or in any other way in which documents or information may be sent or supplied by the Company pursuant to the Companies Acts.

- 44.2 Subject to these Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by

the means by which that director has asked in writing to be sent or supplied with such notices or documents for the time being.

- 44.3 The provisions of the CA2006 which apply to sending or supplying a document or information required or authorised to be sent or supplied by the Companies Acts by making it available on a website shall, *mutatis mutandis*, apply to the sending or supplying of any document or information required or authorised to be sent by these Articles or any other rules or regulations to which the Company may be subject, by making it available on a website.
- 44.4 The Company may send or supply any document or information to a member either personally, or by post in a prepaid envelope addressed to the member at its registered address (being a corporation) or, (being an individual) his address for service, or by leaving it at that address or any other address for the time being notified to the Company by the member for the purpose, or by sending or supplying it using electronic means to an electronic address for the time being notified to the Company by the member for the purpose, or by any other means authorised in writing by the member concerned
- 44.5 A member whose registered address is not within the United Kingdom and who gives the Company an address within the United Kingdom to which documents or information may be sent or supplied to him or gives an electronic address to which documents or information may be sent or supplied using electronic means, shall be entitled to have documents or information sent or supplied to him at that address, but otherwise no such member shall be entitled to receive any document or information from the Company
- 44.6 In the case of joint holders of a share, if the Company sends or supplies any document or information to one of the joint holders, it shall be deemed to have properly sent or supplied such document or information to all the joint holders
- 44.7 If, on at least 2 consecutive occasions, the Company has attempted to send any document or information by electronic means to an address specified (or deemed specified) for the purpose and a delivery failure (or other similar) notification has been received by the Company, the Company thereafter shall send documents or information in hard copy form or electronic form (but not by electronic means) to such member at his registered address or address for service within the United Kingdom (whether by hand, by post or by leaving it or them at such address), in which case the provisions of Article 44.8 shall apply.
- 44.8 If on 3 consecutive occasions documents or information have been sent or supplied to any member at his registered address or address for the service of such documents or information in the United Kingdom but have been returned undelivered, such member shall not thereafter be entitled to receive any documents or information from the Company until he shall have communicated with the Company and supplied in writing a new registered address or address within the United Kingdom for the service of documents or information or an electronic address to which documents or information may be sent or supplied using electronic means.

- 44.9 Any member present, in person or by proxy at any meeting of the Company or of the holders of any class of shares of the Company, shall be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was called
- 44.10 Any document or information addressed to a member (or other person to whom such document or information is required or authorised to be sent pursuant to these Articles, the Companies Acts or otherwise) at his registered address or address for service or electronic address, as the case may be, shall:
- (a) if hand delivered or left at a registered address or other address for service, be deemed to have been served or delivered on the day on which it was so delivered or left;
 - (b) if sent or supplied by post (whether in hard copy form or in electronic form), be deemed to have been received at the expiration of 48 hours after the envelope was posted in the case of an address in the United Kingdom and 96 hours after posting for any other address,
 - (c) if sent or supplied by electronic means (other than by means of website), be deemed to have been received (if sent or supplied between the hours of 9 a.m and 3 p.m. on a working day) 2 hours after it was sent, or (if sent or supplied at any other time) at 10 a.m on the next following working day; and
 - (d) if sent or supplied by means of a website, be deemed to have been received when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

If the deemed time of service is not during normal business hours in the country of receipt, the document or information shall be deemed to have been received at, or in the case of documents or information sent by electronic means, 2 hours after the opening of business on the next working day of that country.

- 44.11 In calculating a period of hours for the purpose of Article 44.10, no account shall be taken of any part of a day that is not a working day.
- 44.12 A director may agree with the Company that documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than those set out in Article 44.10.
- 44.13 Subject to Article 44.9, in proving such service or delivery it shall be sufficient to prove that the envelope containing the document or information was properly addressed and put into the post in a prepaid envelope or, in the case of a document or information sent or supplied by electronic means, that it was sent or supplied in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators entitled "Electronic Communications with Shareholders 2007" (as such guidance is amended or updated from time to time)

44.14 The Company shall not be held responsible for any failure in transmission beyond its reasonable control and the provisions of Articles 44.9 to 44.13 (inclusive) shall apply regardless of any document or information being returned undelivered and regardless of any delivery failure notification or "out of office" or other similar response and any such "out of office" or other similar response shall not be considered to be a delivery failure

44.15 This Article 44 is subject to the provisions of the Investment Agreement. Article 48 of the Model Articles shall not apply to the Company

45 Indemnity, Funds and Insurance

45.1 Subject to and to the fullest extent permitted by the Companies Acts (but without prejudice to any indemnity to which the person concerned may otherwise be entitled):

(a) any person who is or was at any time a director, secretary or other officer (other than any person engaged as auditor) of the Company or any associated company (which shall, for the purposes of this Article 45 have the meaning given in Section 256, CA2006) shall be indemnified out of the assets of the Company against all or any part of any costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution or discharge of his duties or in the actual or purported exercise of his powers in relation to the affairs of the Company or any associated company, or incurred by him in connection with the Company's activities as trustee of any occupational pension scheme (which shall, for the purposes of this Article 45 have the meaning given in Section 235(6), CA2006); and

(b) any person who is or was at any time a director, secretary or other officer (other than any person engaged as auditor) of the Company or any holding company (as such is defined in Section 1159 and Schedule 6, CA2006) shall be provided with funds to meet any expenditure incurred or to be incurred by him as provided in Sections 205 and 206, CA2006 (or to enable him to avoid incurring any such expenditure)

45.2 Subject to the provisions of the Companies Acts, the Company shall purchase and maintain, at the expense of the Company, insurance for any person who is a director, secretary or other officer (other than any person engaged as auditor) of the Company or any associated company in respect of all or any part of any costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution or discharge of his duties or in the actual or purported exercise of his powers in relation to the affairs of the Company, or incurred by him in connection with the Company's activities as trustee of any occupational pension scheme

Articles 52 and 53 of the Model Articles shall not apply to the Company.

46 Exercise of members' rights

No member of the Company shall be entitled to nominate another person or persons to enjoy or exercise all or any specified rights of the member of the Company in relation

to the Company pursuant to Section 145, CA2006. Accordingly, the Company shall not be obliged to give effect to any purported nomination notice received by it.