

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS
OF

DESCO (2011) LIMITED (CN : 7557654)

(the "Company")

Circulation date 5/5/11

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (as amended), I the undersigned eligible member of the Company entitled to receive notice of and to attend and vote at general meetings of the Company on the above circulation date hereby pass the following resolutions as written resolutions and agree that if duly passed, they shall for all purposes be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held

ORDINARY RESOLUTIONS

- 1 That the existing one ordinary share of £1 in the Company be reclassified as 100 F Ordinary shares of £0 01 carrying the rights contained in the articles of association adopted by the Company on today's date, and
- 2 That the directors be generally and unconditionally authorised for the purpose of section 551 of the Companies Act 2006 to exercise all the powers of the Company to allot or grant rights to subscribe for or to convert any security into shares in the Company up to a maximum amount of

- 2 1 £0 75 A Ordinary £0 01 shares,
- 2 2 £0 75 B Ordinary £0 01 shares,
- 2 3 £0 75 C Ordinary £0 01 shares,
- 2 4 £98 50 D Ordinary £0 01 shares,
- 2 5 £98 50 E Ordinary £0 01 shares,
- 2 6 £329 00 F Ordinary £0 01 share
- 2 7 £197 00 G Ordinary £0 01 shares,
- 2 8 £194 50 H Ordinary £0 01 shares,
- 2 9 £195 76 I Ordinary £0 01 shares,
- 2 10 £195 75 J Ordinary £0 01 shares,
- 2.11 £0 50 K Ordinary £0 01 shares,
- 2 12 £0 75 L Ordinary £0 01 shares,
- 2 13 £0 33 M Ordinary £0 01 shares,
- 2 14 £0 50 N Ordinary £0 01 shares,
- 2 15 £0 50 O Ordinary £0 01 shares,
- 2.16 £1 00 P Ordinary £0 01 shares,
- 2 17 £1 00 Q Ordinary £0 01 shares,
- 2 18 £0 75 R Ordinary £0 01 shares,
- 2 19 £0 75 S Ordinary £0 01 shares,
- 2 20 £0 33 T Ordinary £0 01 shares,
- 2 21 £0 33 U Ordinary £0 01 shares,
- 2 22 £0 75 V Ordinary £0 01 shares,
- 2 23 £0 50 W Ordinary £0 01 shares,
- 2 24 £146 68 X Ordinary £0 01 shares,

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2 25 £0.75 Ordinary £0.01 shares, and
2 26 £1,760,000 Irredeemable Preference £1.00 shares,
during the period from the date of the passing of this resolution until the date preceding the fifth anniversary of the date of this resolution and for the purposes of this resolution, the directors may, before the expiry of such period, make offers or agreements before such expiry which would or might require the making of allotments after such expiry

SPECIAL RESOLUTION

- 3 That the regulations contained in the printed document produced to the meeting and for the purpose of identification signed by the Chairman thereof be and the same are hereby approved and adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company

P Marshall

P Marshall

Date 5/5/11

Note

An ordinary resolution will be passed once members representing a simple majority of the total voting rights of eligible members signify their agreement to it. A special resolution will be passed once members representing 75% of the total voting rights of eligible members signify their agreement to it. In each case, the requisite percentage must be achieved within the period of 28 days beginning on the circulation date specified above.

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 by hand delivery, post, fax or email.

WE CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL DOCUMENT
Dickinson Dees LLP
DICKINSON DEES LLP

DESCO (2011) LIMITED

ARTICLES OF ASSOCIATION



DICKINSON DEES

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THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
DESCO (2011) LIMITED

(adopted by a special resolution passed on

2011)

1 EXCLUSION

Except as provided for in these Articles, no regulations set out in any statute or in any statutory instrument made under any statute concerning companies shall apply to the Company. The following shall be the Company's articles of association.

2 INTERPRETATION

2.1 In these Articles the following words and expressions have the following meanings -

"Act"	the Companies Act 2006 and every statutory modification, re-enactment or replacement of that Act for the time being in force,
"acting in concert"	as defined in the City Code on Takeovers and Mergers,
"A Shares"	A ordinary shares of £0.01 each, having the rights set out in these Articles,
"Acceptance Period"	has the meaning given in Article 6.8,
"Acceptance Notice"	notice in writing of acceptance under Article 6.9,
"appointor"	has the meaning given in Article 13.1,
"B Shares"	B ordinary shares of £0.01 each, having the rights set out in these Articles,
"Conflict"	has the meaning given in Article 17.1,
"connected with"	has the meaning ascribed to it by section 839 of the Income and Corporation Taxes Act 1988, except that there shall be deemed to be control for that purpose whenever either section 416 or section 840 of that Act would so require,

"Controlling Interest"	Shares conferring in the aggregate 30% or more of the total voting rights conferred by all the Shares for the time being in issue and conferring the right to vote at all general meetings,
"C Shares"	C ordinary shares of £0 01 each having the rights set out in these Articles,
"Directors"	the directors from time to time of the Company,
"Director Shareholder"	any Equity Shareholder who is also a director of the Company,
"D Shares"	D ordinary shares of £0 01 each having the rights set out in these Articles,
"Drag Along Option"	the option to serve a Purchase Notice by any holder of Equity Shares as set out in Article 9 1,
"eligible director"	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 Shareholder"	means at the date of adoption of these Articles each of David Fittis, George Gifford and Kevin Hall,
"Employee Shares"	all holders of shares other than holders of Preference Shares and X Ordinary Shares,
"Equity Shares"	all holders of shares other than Preference Shareholders,
"E Shares"	E ordinary shares of £0 01 each having the rights set out in these Articles,
"Family Trusts"	as regards any particular individual member or deceased or former individual member, trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than that individual and so that for these purposes a person shall be deemed to be beneficially interested in a share if such share or its income is or may become liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are or may become liable to be exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred by such trusts on any person or persons,
"Flotation"	either the admission of any share of any class of the Company to the Official List of the UK Listing Authority and admission to trading of the London Stock Exchange plc or the granting of permission for dealings in any such shares on any other

	recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000) including, without limitation, the Alternative Investment Market,
"F Shares"	F ordinary shares of £0.01 each having the rights set out in these Articles,
"G Shares"	G ordinary shares of £0.01 each having the rights set out in these Articles,
"H Shares"	H ordinary shares of £0.01 each having the rights set out in these Articles,
"interested director"	has the meaning given in Article 17.1,
"I Shares"	I ordinary shares of £0.01 each having the rights set out in these Articles,
"Irredeemable Preference Shares"	means irredeemable preference shares of £1.00 each having the rights set out in these Articles,
"J Shares"	J ordinary shares of £0.01 each having the rights set out in these Articles,
"K Shares"	K ordinary shares of £0.01 each having the rights set out in these Articles,
"L Shares"	L ordinary shares of £0.01 each having the rights set out in these Articles,
"Leaver Shares"	the aggregate of all Equity Shares held by a Director Shareholder and any of his Privileged Relations,
"Loan Notes"	the £540,000 loan notes 2011 issued pursuant to a Loan Note Instrument issued by the Company at the date of adoption of these Articles of Association,
"member"	any registered holder of a share in the capital of the Company,
"M Shares"	M ordinary shares of £0.01 having the rights set out in these Articles,
"member of a group"	in relation to any person, a subsidiary of that person or a holding company of that person or any other subsidiary of that holding company and "group" shall be construed accordingly,
"Member of the Same Group"	a company which is for the time being a holding company or a wholly-owned subsidiary of that company or of any such holding company,
"Model Articles"	the model articles for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles,

"N Shares"	N ordinary shares of £0.01 each having the rights set out in these Articles,
"Offeror"	has the meaning given in Article 6.1,
"O Shares"	O ordinary shares of £0.01 each having the rights set out in these Articles,
"P Shares"	P ordinary shares of £0.01 each having the rights set out in these Articles,
"Payment Schedule"	a schedule of payments agreed by the Directors with the Company's auditors, which sets out how the Company will redeem Preference Shares pursuant to Article 6.6.4 so that any payments made are not detrimental to the financial stability of the Company,
"Permitted Transfer"	has the meaning given in Article 6.1,
"Preference Shareholders"	a holder of Preference Shares,
"Preference Shares"	preference shares in the Company of £1.00 each having the rights set out in these Articles,
"Prescribed Period"	the period expiring on the date that the procedure contemplated by Article 6 has been exhausted,
"Privileged Relation"	as regards any particular individual member or deceased or former individual member - <ul style="list-style-type: none"> (a) his spouse or civil partner, and (b) his surviving spouse or civil partner, and (c) all his lineal descendants and ascendants in direct line of that individual and their lineal descendants and a spouse or civil partner or former spouse or civil partner or widower or widow of any of the above persons. A step-child or adopted child or illegitimate child of any person shall be deemed to be a lineal descendant of such person and of the lineal ascendants of such person, (d) at the date of adoption of these articles, the following people shall be Privileged Relations for the purposes of these articles Susan Ambelez, Annie Lough, Victoria Hall, Carol Fittis, Joanne Gifford, Thomas Hall, Charles Fittis, Lorna Saxton, Marjorie Wright, George Gifford senior, Fiona Sandford, Aidan Fittis and Neil Marshall,
"Q Shares"	Q ordinary shares of £0.01 each having the rights set out in these Articles,

"R Shares"	R ordinary shares of £0.01 each having the rights set out in these Articles,
"Referee"	an independent referee appointed under Article 6.6,
"S Shares"	S ordinary shares of £0.01 each having the rights set out in these Articles,
"Sale"	any transfer of any shares in the Company in circumstances which would, in accordance with Article 9.1, entitle the Seller to exercise the Drag Along Option, (whether or not the Drag Along Option is so exercised),
"Sale Price"	has the meaning given in Article 6.5,
"Sale Shares"	shares specified in a Transfer Notice,
"Seller"	for the purposes of Article 6, any member who wishes to transfer shares or any interest in shares,
"Share"	any share in the capital of the Company,
"Shareholder Director"	a director nominated by a Shareholder pursuant to the terms of the Shareholders Agreement,
"Shareholders Agreement"	the shareholders agreement entered into by members of the Company and the Company at the date of the adoption of these articles,
"Specified Price"	for the purposes of Article 7 only, the consideration (in cash or otherwise) per share equal to that offered or paid or payable by the proposed transferee for the shares being acquired plus the relevant proportion of any other consideration received or receivable by the holders of such shares which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable plus all arrears and accruals of the dividends on such share calculated down to the date of the sale or transfer,
"Specified Shares"	the meaning in Article 8.1,
"T Shares"	T ordinary shares of £0.01 each having the rights set out in these Articles,
"Transfer Notice"	a notice in writing given or to be given to the Company by a member who wishes to transfer shares or any interest in shares,
"U Shares"	U ordinary shares of £0.01 each having the rights set out in these Articles,
"V Shares"	V ordinary shares of £0.01 each having the rights set out in these Articles,
"voting rights"	shall be construed in accordance with Schedule 6 to the

Companies Act,

"W Shares"	W ordinary shares of £0.01 each having the rights set out in these Articles,
"working day"	any day (other than a Saturday, Sunday or public holiday in the United Kingdom) when clearing banks in the City of London are generally open for business,
"X Shares"	the X Ordinary Shares of £0.01 having the rights set out in these Articles, and
"Y Shares"	Y ordinary shares of £0.01 each having the rights set out in these Articles

2.2 In these Articles -

- 2.2.1 any gender includes any other gender,
- 2.2.2 the singular includes the plural and vice versa,
- 2.2.3 the headings in these Articles are for convenience only and shall not affect the interpretation of these Articles,
- 2.2.4 a reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise,
- 2.2.5 for the purposes of Articles 6 and 7 only, the meaning of the expression "writing" or "written" shall not include the sending or supply of notices, documents or information in electronic form (other than by fax),
- 2.2.6 references to persons include bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether or not having separate legal personality),
- 2.2.7 general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things, and
- 2.2.8 a reference to a "disposal" includes a sale, transfer, assignment, subscription, renunciation or other disposition whereby a person ceases to be the absolute beneficial owner of the share in question or voting rights attached to such share or an agreement (or more than one agreement) to enter into such a disposal or the grant of a right to compel entry into such agreement and "dispose" shall be construed accordingly

3 THE MODEL ARTICLES

- 3.1 The regulations contained in the Model Articles are incorporated into these Articles and apply to the Company except in so far as they are excluded by or are inconsistent with these Articles
- 3.2 Regulations 6(2), 7, 9(1), 11 to 14 (inclusive), 16, 17, 26(5), 38, 39, 43, and 50 to 53 (inclusive) of the Model Articles shall not apply to the Company

3 3 Regulations 8, 9(2), 18, 20, 25 and 44(2) of the Model Articles shall apply to the Company with the modifications set out below

4 **SHARE CAPITAL**

4 1 **Number and Classes of Shares**

The share capital of the Company at the date of the adoption of these Articles is £2,301,321 divided into the following shares -

Class of Shares	Number of Shares
A Shares	75
B Shares	75
C Shares	75
D Shares	9,850
E Shares	9,850
F Shares	32,900
G Shares	19,700
H Shares	19,450
I Shares	19,576
J Shares	19,575
K Shares	50
L Shares	75
M Shares	33
N Shares	50
O Shares	50
P Shares	100
Q Shares	100
R Shares	75
S Shares	75
T Shares	33
U Shares	33

V Shares	75
W Shares	50
X Shares	14,668
Y Shares	75
Irredeemable Preference Shares	1,760,000

4 2 Variation of Class Rights

The A Shares, B Shares, C Shares, D Shares, E Shares, F Shares, G Shares, H Shares, I Shares, J Shares, K Shares, L Shares, M Shares, N Shares, O Shares, P Shares, Q Shares, R Shares, S Shares, T Shares, U Shares, V Shares, W Shares, X Shares and Y Shares and the Irredeemable Preference Shares shall constitute separate classes of shares and the following shall be deemed to be a variation of the special class rights attached to the shares of each class -

4 2 1 by the Company -

(a) altering its articles of association, or

(i) varying in any way (whether directly or indirectly) the rights attached to any of the shares for the time being in the capital of the Company,

4 2 2 by the Company or any of its subsidiaries -

(a) increasing, reducing, sub-dividing, redenominating or consolidating its share capital or altering its share capital in any other way, or

(b) resolving to put itself into liquidation

4 3 Except in relation to the Irredeemable Preference Shares, if shares of any class shall be issued with any preferential right to dividend or return of capital, the creation or issue of other shares ranking *pari passu* with that class as regards either dividend or return of capital shall (unless otherwise expressly provided by the terms of issue of that class) be deemed a variation of the rights of the holders of that class of shares

4 4 No variation of the rights attaching to any class of shares shall be effective except with -

4 4 1 the consent in writing of the holders of not less than three-quarters in nominal value of the issued shares of the relevant class, or

4 4 2 the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the relevant class To any such separate general meeting all the provisions of these Articles as to general meetings of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy and holding or representing not less than one-third in nominal value of the issued shares of the relevant class, that every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him and that any holder of shares of the class present in person or by proxy or (being a corporation) by a duly

authorised representative may demand a poll. For the purpose of this Article one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting.

4 5 Declaration of Dividends on Equity Shares

Subject to the provisions of the Act and Article 4 6 1(a), the members may, on the recommendation of the directors, by way of an ordinary resolution declare dividends on any class or classes of shares, and when so declaring may vary the dividend payable between the different classes of shares and may determine that any such class or classes may receive a dividend and that another class or classes shall not, and Article 30 of the Model Articles shall be modified accordingly.

4 6 Rights attaching to the Preference Shares

The Irredeemable Preference Shares shall confer on the holders thereof the following rights and are subject to the following restrictions -

4 6 1 As Regards Income and Capital

- (a) The right to receive as from the date of adoption of these Articles of Association a non-cumulative preferential dividend at the rate not exceeding 10% per annum of profit adjusted for directors' remuneration and tax (including the amount of any associated tax credit) (the "Preferential Dividend") as indicated by the Auditors of the Company on the amount for the time being paid up in respect of the nominal value thereof. The Preference Shares shall rank for dividend in priority to any other shares of the Company for the time being in issue. The preferential dividend shall be payable annually, subject to the Company having the requisite distributable reserves.
- (b) On a winding up or other repayment of capital (other than on redemption or purchase of shares) the assets of the Company available for distribution among the members shall be applied in repaying (in priority to any other shares of the Company for the time being in issue) to the holders of Preference Shares the amounts paid up in respect of the nominal value of such shares together with a sum equal to any arrears and accruals of the Preferential Dividend to be calculated down to the date of the return of capital and to be payable whether or not such dividend has been declared or earned.
- (c) Except as provided in Articles (a) and (b) above, the Preference Shares shall not carry any right to participate in profits or assets of the Company.

4 6 2 As Regards Voting

The Preference Shares shall not confer upon the holders thereof the right (other than at separate class meetings thereof) in respect of general meetings of the Company or in respect of written resolutions of the Company -

- (a) to vote upon or signify agreement to any resolution (other than a resolution directly and adversely affecting any of the special rights or privileges attached to such shares) and on any such resolution the holders of the Preference Shares shall be entitled on a show of hands to one vote each.

and on a poll to one vote for every £1 nominal of share capital held and on a written resolution to one vote for every £1 nominal of share capital held), or

- (b) to receive notice of or to attend any general meeting or to have circulated written resolutions of the Company unless the business of the meeting or of the written resolution includes the consideration of a resolution on which such holders are entitled to vote

4 6 3 Leaver Provisions

- (a) If a Preference Shareholder leaves his employment with the Company within three years of the date of adoption of these Articles for any reason, other than in the event of their death, the Preference Shares held by such Preference Shareholder at the time will be bought back by the Company on the following terms -
 - (i) no repayment of the Preference Shares will be made by the Company until June 2014,
 - (ii) repayment of any Preference Shares pursuant to Article 4 6 3(a)(i) will be made by the Company in accordance with a Payment Schedule. The Payment Schedule will be produced by the Company's Auditors and will set out a reasonable payment profile prepared on the basis that the buy back of such shares will not cause the Company any undue financial issues which could in any way be deemed to be detrimental to the Company's viability and such Payment Schedule may be amended by the Auditors at their reasonable discretion should the financial circumstances of the Company in any way change
- (b) If a Preference Shareholder leaves his employment with the Company more than three years from the date of adoption of these Articles, the relevant Preference Shares held by such Preference Shareholder will be bought back by the Company pursuant to a Payment Schedule, and the Payment Schedule for the purpose of this Article 4 6 3(b) will be produced by the Company within three months of the Preference Shareholder leaving his employment and on the basis set out in Article 4 6 3(a)(ii)
- (c) If a Preference Shareholder dies, their entire holding of Preference Shares will be redeemed by the Company in accordance with a Payment Schedule which will be prepared within three months of such Preference Shareholder's death and on the basis set out in Article 4 6 3(a)(ii)
- (d) In the event of any of the situations arising in relation to the Preference Shareholders as set out in Articles 4 6 3(a), (b) and (c) above, until all Preference Shares held by the relevant Preference Shareholder have been redeemed in full in accordance with the terms of the Payment Schedule, all rights of the Preference Shares held by the relevant Preference Shareholder or his estate, as set out in Articles 4 6 1 – 4 6 3 shall remain

4 7 Rights attaching to Equity Shares

4 7 1 Capital

Subject always to Article 4 6 1(b) and 4 7 4, on a return of assets on liquidation or capital reduction or otherwise, the assets of the Company remaining after the payment of its liabilities including payment pursuant to Article 4 6 1(b) above shall be distributed amongst the holders of the Equity Shares in proportion to each shareholder's existing holding of Equity Shares

4 7 2 Sale

In the event of a Sale, the total of all and any form of consideration received or receivable by the sellers at any time in respect of any of the Equity Shares and or the Irredeemable Preference Shares that are the subject of the Sale shall be allocated between the sellers so as to procure the following -

- (a) first, payment of any legal costs, deal fees or other expenses incurred in connection with such Sale,
- (b) secondly, in payment to the holders of each Irredeemable Preference Share an amount equal to the nominal value of such share, and to the extent that the Consideration offered on a Sale is less than the nominal value of the aggregate amount of all the Irredeemable Preference Shares, the Consideration offered shall be allocated to the holders of Irredeemable Preference Shares only, in proportion (as nearly as may be) to each Irredeemable Preference Shareholder's existing holding of all the Irredeemable Preference Shares then in issue at the date of the Sale and the holders of Equity Shares shall receive no consideration on a Sale in such circumstances,
- (c) thirdly, in payment to the holders of each of the Equity Shares in proportion to (as nearly as maybe) to each individual Equity Shareholder's holding of Equity Shares

4 7 3 Equity Shareholder Leaver

- (a) Subject to the provisions of the Act, the Company may, at its discretion, if a member leaves employment with the Company for any reason during the period of three years after the date of issue of any Equity Shares, buy back under sections 690 to 694 of the Act, the whole of such member's holding of Equity Shares together with any relevant Associated Employee Shares and any shares transferred to any of their Permitted Relations pursuant to Article 7, at their nominal value by giving to those shareholders whose Employee Shares, and Permitted Transferee's Shares are to be bought back, not less than one month's notice in writing (the "Buy Back Notice")
- (b) The Buy Back Notice will specify the class and number of shares to be bought back, the date of the proposed buy back, and the place at which the certificates for such shares are to be returned by the relevant shareholder. Upon such surrender the Company shall pay to the shareholder the amount due under the terms of the buy back

4 7 4 X Ordinary Shares

- (a) The holders of X Ordinary Shares shall be entitled to receive notice, attend and vote at any general meeting of the Company Subject always to Article 4 6, on a return of assets on liquidation or capital reduction or otherwise the X Shares shall rank pari passu with the other Equity Shares save that the holders of X Shares shall only be entitled to be paid an amount equal to the capital paid up on such shares and shall not be entitled to share in any surplus capital or further payment At general meetings, the X Ordinary Shares shall entitle holders to one vote per ordinary share held
- (b) The right to have the X Ordinary Shares redeemed upon and subject to the following terms and conditions -
 - (i) save as may otherwise be agreed between the Directors and all the holders of the X Ordinary Shares, all of the X Ordinary Shares in issue shall be redeemed at the Company's discretion at the same time as the Loan Notes are fully redeemed provided that if any of such dates are not Business Days redemption shall be effected on the next following Business Day,
 - (ii) notwithstanding Article 4 7 4(b)(i), all of the X Ordinary Shares in issue at any time in the event of the death of P Saxton,
 - (iii) notwithstanding Article 4 7 4(b), all the X Ordinary Shares shall be redeemed immediately before any of the following (unless the holders thereof otherwise agree) -
 - (A) a Sale,
 - (B) Flotation, or
 - (C) the appointment of a liquidator or administrator of the Company or of a receiver or administrative receiver of the whole or any part of the property and assets of any Group Company,
 - (iv) if on any of the specified dates for redemption the Company cannot comply with the provisions of the Act relating to redemption or does not redeem the relevant number of X Ordinary Shares, the X Ordinary Shares which should have been redeemed on such date shall be redeemed on the first Business Day on which the Company shall be able to so comply provided that any arrears of the dividend payable in respect of the Irredeemable Preference Shares shall be paid first,
 - (v) on any of the specified dates for redemption, if appropriate, the number of X Ordinary Shares of each member to be redeemed shall be calculated as nearly as may be according to their respective holdings of X Ordinary Shares or as otherwise agreed by all the holders of the X Ordinary Shares,
 - (vi) on the specified dates for redemption the registered holders of X Ordinary Shares shall be bound to deliver up to the Company the certificate(s) for the X Ordinary Shares to be redeemed for

cancellation or an indemnity in respect of such certificate(s), and thereupon the Company shall pay to them the redemption monies in cash and issue a new certificate for any remaining X Ordinary Shares held, if any,

- (vii) the amount payable on redemption of any X Ordinary Shares pursuant to any provision of this Article 4 7 shall be the capital

- 4 8 No share of any class nor any right to subscribe for or to convert any security into a share of any class shall be allotted or granted otherwise than to the holder of a share of that same class
- 4 9 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) where the consent to that allotment of every shareholder has been obtained as required by these Articles and that allotment otherwise conforms to the requirements of these Articles
- 4 10 Subject to Articles 4 5 to 4 9 inclusive and the remaining provisions of this Article 4, the directors are generally and unconditionally authorised, for the purpose of section 551 of the Act, to exercise any power of the Company to allot shares in the Company or to grant rights to subscribe for or to convert any security into shares in the Company to any person, at any time and subject to any terms and conditions as the directors think proper

5 TRANSFER OF SHARES

- 5 1 Regulation 26(5) of the Model Articles shall not apply Subject to the remaining provisions of these Articles, the directors shall register any transfer made in accordance with these Articles but shall refuse to register any other transfer
- 5 2 In regulation 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity"
- 5 3 The directors may, as a condition to the registration of any transfer of shares in the Company (whether a Permitted Transfer or otherwise) require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any shareholders' agreement (or similar document) in force between the shareholders but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document If any such condition is imposed in accordance with this Article 5 3, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee
- 5 4 On the transfer of any share as permitted by these Articles -
 - 5 4 1 a share transferred to a non-shareholder shall remain of the same class as before the transfer, and
 - 5 4 2 a share transferred to a shareholder shall automatically be redesignated on transfer as a share of the same class as those shares already held by the shareholder,

If no shares of a class remain in issue following a redesignation under this article, these Articles shall be read as if they do not include any reference to that class or to any

consents from, or attendance at any meeting or votes to be cast by, shareholders of that class or directors appointed by that class

5 5 Leaver Provisions

- 5 5 1 If any Director Shareholder leaves his employment with the Company for any reason whatsoever, other than in the event of their death, within three years of the date of adoption of these Articles of Association, all Equity Shares held by such Director Shareholder and any of their permitted transferees pursuant to Article 7 and Privileged Relations or Family Trusts ("Leaver Shares"), will -
- (a) in the first instance, be offered for sale to the Company at par value,
 - (b) if the Company is unable to buy back any shares offered for sale pursuant to section 390-394 of the Act, the Leaver Shares will be offered for sale to existing Equity Shareholders at par value in proportion to the Equity Shareholders' existing holding of Equity Shares in the Company
- 5 5 2 If any Director Shareholder leaves his employment with the Company for any reason other than in the event of their death, within three years after the date of adoption of these Articles, all Equity Shares held by such Director Shareholder and his Privileged Relations and Family Trusts or any other permitted transferee, will be the subject of a Transfer Notice and subject to the provisions of sale set out in Article 6 (Pre-emption on Transfer).
- 5 5 3 In the event that any Director Shareholder dies, this will be a Compulsory Transfer for the purposes of Article 10, and the deceased Director Shareholder and his Privileged Relations' and Family Trust's aggregate holding of Leaver Shares will be the subject of a Transfer Notice and subject to the provisions of Article 6 (Pre-emption on Transfer)
- 5 6 For the purpose of ensuring that a transfer of shares is permitted under these Articles, or that no circumstances have arisen whereby a Transfer Notice is deemed to have been given under these Articles, the directors may require any member or the administrator or liquidator of any corporate member or any person named as transferee in any transfer lodged for registration, to furnish to the Company such information and evidence as the directors may think fit regarding any matter they deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the directors within such time as the directors may reasonably stipulate, the directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the shares concerned, and they may likewise so require if any such information or evidence discloses that a Transfer Notice ought to be given in respect of any shares provided that the Seller and/or any director nominated by the Seller shall not be entitled to vote at any board meeting at which a resolution considering the registration of a transfer or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the shares concerned is proposed. If the directors do so require and the Transfer Notice is not duly given within 28 days from the date of its being required, such Transfer Notice shall be deemed to have been given at the expiration of such period and the provisions of Article 10 1 shall take effect accordingly
- 5 7 Except in relation to Articles 4 6 3 'Preference Shares' 5 5 'Leaver Provisions' and 7 'Permitted Transfers', no Equity Shares shall be transferable by any shareholder until the expiry of three years from the date of adoption of these articles by the Company

- 5 8 Any Equity Shares transferred to a Shareholder shall automatically be re-designated on transfer as a share of the same class as those shares already held by the Shareholder

If no shares of a class remain in issue following a redesignation under this article, these Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, shareholders of that class or directors appointed by that class

6 PRE-EMPTION ON TRANSFER

- 6 1 Except in the case of a transfer of shares permitted by the provisions of this Article 6 or Article 7 (a "Permitted Transfer"), no transfer, disposal, charge, mortgage, assignment or other dealing in any shares or any interest or right therein shall occur. In any event, a Permitted Transfer must be the transfer of the whole legal and equitable title to such shares free from all liens, charges and encumbrances and with all rights, title and interest in existence at the date of transfer together with all rights which may arise in respect thereof (and "transfer of shares" shall be construed accordingly in these Articles)
- 6 2 Any Seller shall give to the Company a Transfer Notice. Subject as mentioned in the following provisions, a Transfer Notice shall constitute the directors as the Seller's agents for the sale of the Sale Shares at the Sale Price and during the Prescribed Period in accordance with the following provisions of this Article 6
- 6 3 Except as provided in Article 6 7, a Transfer Notice once given or required to be given or deemed to have been given shall not be revocable except with the consent of all of the directors of the Company, who may impose such condition to any consent as they think fit, including a condition that the Seller bears all costs arising therefrom
- 6 4 A Transfer Notice (other than a Transfer Notice required to be given or deemed to have been given pursuant to these Articles) may contain a provision that unless all or a specified number of the Sale Shares are sold by the Company within the Prescribed Period pursuant to this Article the Transfer Notice shall be withdrawn and any such provision shall be binding on the Company
- 6 5 The expression "Sale Price" shall mean in respect of each Sale Share such sum per share as shall be agreed between the Seller and the directors (which sum must be a fixed and certain sum) or, failing agreement being reached within 28 days of service of the Transfer Notice, the following shall apply -
- 6 5 1 the matter shall be referred immediately by either the Seller or the directors to the auditors of the Company. The auditors shall be deemed to be acting as an expert and not as an arbitrator and accordingly the Arbitration Act 1996 (or any statutory modification or re-enactment of it) shall not apply. The decision of the auditors shall be final and conclusive and shall be binding upon both the Seller and the directors,
- 6 5 2 the auditors shall be instructed to produce a certificate showing the value of the Sale Shares for the purposes of this Article 6 5 and that value must be a fixed and certain sum,
- 6 5 3 the auditors shall be required to consider all representations as to valuation or otherwise made in writing by either the Seller or the directors,
- 6 5 4 the Sale Price shall be computed by reference to the fair selling value of the Sale Shares on the open market as between a willing seller and a willing

purchaser by reference to the value of the whole of the issued share capital of the Company and not taking account as to whether or not the Sale Shares represent a majority or minority of the shares and not taking account of the restrictions on the transferability of the Sale Shares,

- 6 5 5 the auditors shall take into account all relevant circumstances and shall have absolute and unfettered discretion as to the weight they shall give thereto, and
- 6 5 6 the auditors shall also determine which of the Seller and the Company or in what proportions they shall bear the costs of the reference including the costs, fees and expenses of professional experts whom he may consult and the auditors' out of pocket payments and expenses. Such costs shall, in the absence of any determination by the auditors, be borne as to one half by the Seller and as to one half by the Company
- 6 6 If the auditors decline to act or fail to produce the certificate as required by Article 6 5 2, the matter shall be referred immediately by either the Seller or the directors to a Referee to be agreed between the Seller and the directors and in default of agreement within 28 days to be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales upon the application of either the Seller or the directors. If a Referee is appointed, the provisions of Article 6 5 shall apply to the Referee as if references to "the auditors" in Article 6 5 were replaced by references to "the Referee" and the procedure set out in Article 6 5 shall be followed by the Referee in determining the Sale Price
- 6 7 In the event of the Sale Price determined as aforesaid not being acceptable to the Seller he may give notice in writing to the directors within 21 days of the receipt of the certificate as aforesaid and then the Transfer Notice shall be deemed to be withdrawn. If the Seller gives notice under this Article 6 7 he shall bear the whole of the fees and expenses of any such certificate as aforesaid
- 6 8 Upon the Sale Price being agreed or determined and provided the Seller does not give notice of withdrawal under Article 6 7 the directors shall immediately by notice in writing offer the Sale Shares at the Sale Price. Such offer shall first be made
- 6 8 1 firstly to the Company,
- 6 8 2 secondly to the extent that the Company does not buy all of the Sale Shares at the Sale Price, such offer shall then be made to the other members of the Company. To the extent that such offers are not accepted in whole or in part the remaining Sale Shares shall then be offered by the Company at the Sale Price within seven days of the closing of the initial offer to members of the Company that accepted the initial offer. In each case each such offer shall specify a time (not being less than 21 days in the case of an initial offer and 14 days in the case of a subsequent offer and not more than 42 days in either case) (the "Acceptance Period") within which it must be accepted failing which it shall lapse. In the case of competition in respect of any such offer, the Sale Shares so offered shall be allocated to the acceptors in proportion (as nearly may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holding of the relevant class or classes of shares
- 6 9 If within the Acceptance Period the other members (the "Transferees") accept the offer of all of the Sale Shares or any of them at the Sale Price and on the basis set out in Article 6.8, the directors shall immediately give an Acceptance Notice of such acceptance to the

Seller and the Transferees and shall specify in such notice the place and time (being not earlier than seven and not later than 28 days after the date of the Acceptance Notice) at which the sale of the Sale Shares shall be completed. If the Transfer Notice stated that the Seller is not willing to transfer part only of the Sale Shares or less than a specified number of Sale Shares, the obligation in this Article 6 9 to transfer shall not apply unless the directors shall have found Transferees for the whole of the Sale Shares or not less than such specified number

- 6 10 The Seller shall be bound to transfer the Sale Shares to the Transferees at the time and place specified in the Acceptance Notice when payment of the Sale Price for the Sale Shares shall be made to the directors as agents for the Seller and share certificates in respect of the relevant Sale Shares shall be delivered to the directors. The Seller shall be deemed to transfer the Sale Shares with full title guarantee free from all encumbrances and shall deliver to the directors on behalf of the Transferees duly executed stock transfer forms in respect of and certificates for the Sale Shares. If the Seller shall fail to transfer the Sale Shares the chairman of the Company or some other person appointed by the directors shall be deemed to have been authorised by the Seller to execute, complete and deliver, in the name and on behalf of the Seller, a transfer of the Sale Shares to the Transferees against payment of the Sale Price to the Company. On payment of the Sale Price to the Company the Transferees shall be deemed to have obtained a good discharge for such payment and on execution and delivery of the transfer (subject to the transfer being duly stamped) the Transferees shall be entitled to insist upon their names being entered in the register of members as the holders by transfer of the Sale Shares. The Company shall hold the purchase money in trust for the Seller but shall not be bound to earn or pay interest on it and shall act on behalf of the Seller in settling any fees or expenses falling to be borne by him. After the names of the Transferees have been entered in the register of members in purported exercise of the powers referred to above the validity of the proceedings shall not be questioned by any person
- 6 11 If the offer of the Sale Shares at the Sale Price shall not be taken up in whole or in part by the Transferees within the Acceptance Period or if the directors shall within the Prescribed Period give to the Seller notice in writing that the directors have no prospect of finding Transferees, then the Sale Shares (or the remaining Sale Shares, as the case may be) shall be offered for re-purchase by the Company at the Sale Price subject to the Act but any such re-purchase must be completed within six weeks of the Sale Shares being so offered. If the Company does not so re-purchase then the Seller for a period of three months thereafter shall be at liberty to transfer all (but not part only) of any remaining Sale Shares to any person who is not a member of the Company at a price not being less than the Sale Price (after deducting, where appropriate, any dividend or other distribution declared or made in respect of the Sale Shares after the giving of the Transfer Notice and to be retained by the Seller) and otherwise on the terms set out in the Transfer Notice provided that -
- 6 11 1 the directors may require to be satisfied that the Sale Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfers without any deduction, rebate or allowance of any kind (other than in respect of any dividend or other distribution are referred to above) to the proposed purchasers and if not so satisfied may refuse to register the relevant instrument of transfer, and
- 6 11 2 the provisions of this Article 6 11 shall not apply in the case of a Transfer Notice deemed to be served under Article 7

7 PERMITTED TRANSFERS OF SHARES

- 7 1 Subject to the remaining provisions of regulation 24 of Table A and] subject to Articles 5 1 and 5 5 the directors shall register any transfer made in accordance with these Articles, but shall refuse to register any other transfer
- 7 2 Subject to the other provisions of this Article 7, any shares may at any time be transferred -
- 7 2 1 by any individual member (not being a holder of the shares concerned as a trustee of any Family Trusts) to a Privileged Relation of such member, or
- 7 2 2 by any individual member (not being a holder of the shares concerned as a trustee of any Family Trusts) to trustees to be held upon Family Trusts related to such individual member, or
- 7 2 3 by any member being a company to a Member of the Same Group as the Transferor Company (except where such member is a holder of the shares concerned as a trustee of any Family Trusts), or
- 7 2 4 by any person entitled to shares in consequence of the death of an individual member to any person to whom such individual member, if not dead, would be permitted to transfer the shares concerned under these Articles
- 7 3 Where shares have been transferred under Articles 7 2 1 or 7 2 2 to trustees of Family Trusts, the trustees and their successors in office may (subject to the provisions of Article 7 2) transfer all or any of the Relevant Shares as follows -
- 7 3 1 to the trustees for the time being of the Family Trust concerned on any change of trustees,
- 7 3 2 to the trustees for the time being of any other trusts being Family Trusts in relation to the same individual member or deceased or former member pursuant to the terms of such Family Trusts or discretion vested in the trustees thereof or any other person, and
- 7 3 3 to the relevant member or any Privileged Relation of the relevant member or deceased or former member who has thereby become entitled to the shares proposed to be transferred on the total or partial termination of or pursuant to the terms of the Family Trusts concerned or in consequence of the exercise of any such power or discretion as aforesaid
- 7 4 If and whenever any of the Relevant Shares come to be held otherwise than upon Family Trusts, except when a transfer of those shares is authorised to be and is to be made to the person or persons entitled to them, it shall be the duty of the trustees holding such shares to notify the directors in writing that such event has occurred and the trustees shall be bound, if and when required in writing by the directors so to do, to serve a Transfer Notice in respect of the shares concerned
- 7 5 If following any transfer of shares permitted pursuant to this Article 7 any person to whom shares are transferred as a Privileged Relation ceases to be a Privileged Relation of the relevant member or former member, the relevant former Privileged Relation holding such shares shall immediately notify the directors in writing that such event has occurred and the former Privileged Relation shall be bound, if and when required in writing by the directors so to do within three months of the directors being notified that

the member has ceased to be a Privileged Relation, immediately transfer the Relevant Shares back to the member who transferred the Relevant Shares to him

- 7 6 If a Transferee Company ceases to be a Member of the Same Group as the Transferor Company from which (whether directly or by a series of transfers under Article 7 2 3) the Relevant Shares derived, the Transferee Company shall notify the directors in writing that such event has occurred and (unless the Relevant Shares are thereupon transferred to the Transferor Company or a transfer being deemed to be authorised under the provisions of these Articles) the Transferee Company shall be bound, if and when required in writing by the directors within three months of the directors being notified that the member had ceased to be a Member of the Same Group, immediately, transfer the Relevant Shares back to the member who transferred the Relevant Shares to it

8 TAG ALONG

- 8 1 Subject to Article 8 3 (Drag Along) but Notwithstanding any other provision in these Articles, no disposal or any series of disposals over a consecutive period of 12 months of any Equity Shares (the "Specified Shares") conferring the right to vote at general meetings of the Company or on a written resolution of the Company] which would result if made and registered in a person who was not a member of the Company on the date this Article was adopted as an article of association of the Company (together with persons acting in concert or connected with him) obtaining a Controlling Interest in the Company shall be made or registered without the previous written consent of the holders of 76% of the Equity Shares unless before the transfer is lodged for registration the proposed transferee or transferees (or their nominees) has or have made a bona fide written offer in accordance with these Articles to purchase all the Equity Shares held by members who are not acting in concert or otherwise connected with such transferees or nominees in issue on terms no less favourable overall to those offered to the holders of the Specified Shares and at the Specified Price

- 8 2 Any offer made under Article 8 1 shall be -

- 8 2 1 open for acceptance for at least 30 days,
- 8 2 2 subject to Article 8 4, shall be deemed to be rejected by any member who has not accepted it in accordance with its terms within the time prescribed for acceptance, and
- 8 2 3 the consideration thereunder shall be settled in full on completion of the purchase

However, if Article 8 4 applies, the time limits set out in this Article 8 2 shall commence on the date the Directors notify the concerned members of the Independent Expert's decision of the Specified Price

- 8 3 The Specified Price must be a fixed price in cash and not a cash equivalent
- 8 4 If any member disagrees with the calculation of the Specified Price or the terms on which the shares (other than the relevant Specified Shares) are to be acquired which is not resolved within 30 days of the offer referred to in Article 8 1 being made, the Specified Price will instead be the price (which must be a fixed and certain sum) or the terms of acquisition will be those which the auditors of the Company, acting as an independent expert not as arbitrator shall decide to be in their opinion the fair value of the relevant Shares

- 8 5 If the auditors decline to act as Independent Expert or if there is any disagreement as to their nomination as Independent Expert then within 14 days of the auditors so declining or such disagreement the matter of who shall act as Independent Expert shall be referred by any concerned member of the Directors to the President for the time being of the Institute of Chartered Accountants in England and Wales who shall be instructed to appoint an Independent Expert to decide the fair value of the relevant Shares
- 8 6 In arriving at its opinion of the Specified Price the Independent Expert shall value the relevant Shares as at the date the offer is made on a going concern basis and as between a willing seller and a willing buyer ignoring any reduction in value which may be ascribed to such shares by virtue of the fact that they represent a minority interest and on the assumption that such shares are capable of transfer without restriction
- 8 7 The decision of the Independent Expert shall be final and binding except in the case of manifest error
- 8 8 The cost of obtaining the Independent Expert's decision shall be paid equally by the Company and the proposing transferees or as the Independent Expert directs
- 8 9 All other regulations of the Company relating to the transfer of Shares and the right to registration of transfers shall be read subject to the provisions of this Article 7

9 DRAG ALONG

- 9 1 If an offeror (the "Offeror") for Equity Shares has made bona fide offers on arm's length terms to all members of the Company holding Equity Shares offering to acquire the Equity Shares on identical terms and the Offeror receives valid acceptances which would on completion result in the Offeror becoming the holder of not less than 76% of the Equity Shares then -
- 9 1 1 the Offeror may give written notice (which must contain the information set out in Article 9 3) (a "Purchase Notice") to any non-accepting holder of Equity Shares requiring him to accept the offer and transfer his Equity Shares with full title guarantee within 14 days of the Purchase Notice and stating that failing such acceptance he shall be deemed to have accepted such offer in respect of all Shares held by him and irrevocably to have waived any pre-emption rights he may have in relation to any Shares the subject of such offer,
- 9 1 2 the Offeror may give written notice (also a "Purchase Notice") to any holder of Irredeemable Preference Shares requiring him to sell his Irredeemable Preference Shares to the Offeror at par In such circumstances a Purchase Notice shall not be required to contain the information set out at 9 3 1 and 9 3 5 below,
- 9 1 3 a Purchase Notice shall be deemed served in accordance with Article 19 except that it may not be served by electronic communication,
- 9 1 4 upon the expiry of the Purchase Notice each recipient of a Purchase Notice shall be obliged to transfer his shares with full title guarantee and deliver to the Offeror (or as he may direct) an executed stock transfer form and share certificates in respect of the shares which were the subject of the Purchase Notice together with an executed waiver of pre-emption rights, if appropriate,
- 9 1 5 if any such recipient fails to comply with the matters set out in Article 9 1 4 he shall be deemed to have appointed any Director to be his agent and attorney on

his behalf to execute such documents (including stock transfer forms), to covenant for full title guarantee and to do such other things as may be necessary or desirable to accept, transfer and complete the sale the subject of this Article 8 3 and against receipt by the Company (on trust for such member) of the appropriate purchase monies to deliver such executed transfers and pre-emption waivers (if appropriate) to the Offeror and it shall be no impediment to completion that such member's share certificates have not been produced, and

9 1 6 after the Offeror (or his nominees) has been registered as the holder of shares transferred in accordance with this Article the validity of such transaction shall not be questioned by any person

9 2 A Purchase Notice may be revoked at any time prior to completion and any such revocation notice shall be served in accordance with Article 9 1 2

9 3 In order for a Purchase Notice to be valid it must include details of -

9 3 1 the proposed price which must attribute an equal fixed value to each Equity Share,

9 3 2 include details of the shares in respect of which the Offeror has received valid acceptances,

9 3 3 details of the Offeror (including its identity),

9 3 4 the place, date and time of completion of the proposed purchase (being a date not less than 21 days and not more than 35 days from the date of the Purchase Notice),

9 3 5 the terms and conditions of the offer which will be extended to the other members for their Shares (which for the avoidance of doubt may differ to those offered to the members who have given valid acceptances) and may require certain members to provide warranties to the Offeror, and

9 3 6 its expiry date for acceptance

9 4 Completion of the sale of Shares subject to a Purchase Notice shall take place on the same date as the actual completion of the sale of the other shares the subject of valid acceptances as referred to in Article 9 1

9 5 All other regulations of the Company relating to the transfer of Shares and the rights to registration of transfers shall be read subject to the provisions of this Article 9] Any Transfer Notice or deemed Transfer Notice in respect of a Share the transfer of which has not been completed (other than in respect of shares the subject of valid acceptances as referred to in Article 9 1) shall automatically be revoked by the service of a valid Purchase Notice

10 COMPULSORY TRANSFERS

10 1 For the purposes of this Article 10 the following shall be deemed to be service of a Transfer Notice by the relevant member in respect of all the shares in the Company held by him -

10 1 1 except in the case of a Permitted Transfer, any direction (by way of renunciation, nomination or otherwise) by a member entitled to an allotment or

transfer of shares to the effect that such shares or any of them be allotted or issued or transferred to some person other than himself,

- 10 1 2 any sale, dealing or other disposition of a share or any interest therein or rights attaching thereto (whether or not for consideration or otherwise) otherwise than in accordance with the provisions of these Articles,
- 10 1 3 if a member enters into a transaction of the kind referred to in this Article 10 or otherwise attempts to transfer any shares otherwise than in accordance with these Articles,
- 10 1 4 if a member which is a company at any time ceases to be controlled by the person (which expression shall include a body corporate or a firm) or persons who at the time when the company became a member had control For the purposes of this Article 10 1 4, a person shall be deemed to have control of a company if by reason of the ownership of shares in that company or otherwise, the person concerned is able directly or indirectly to secure that the affairs of that limited company are conducted in accordance with the wishes of that person,
- 10 1 5 subject to Article 7 Permitted Transfers of Shares, if the holder ceases to be a Privileged Relation of the original holder, or
- 10 1 6 the passing of a resolution for the liquidation of the member,
- 10 1 7 the presentation at court of a petition for the winding up of the member and the petition is not withdrawn or dismissed within seven days of such presentation,
- 10 1 8 the issue at court of a notice of intention to appoint an administrator to the member, a notice of appointment of an administrator to the member or an application for an administration order in respect of the member, any person takes any step to appoint an administrator of the member,
- 10 1 9 any step is taken by any person to appoint a receiver, administrative receiver or manager in respect of the whole or a substantial part of the assets or undertaking of the member,
- 10 1 10 the member is unable to pay its debts as they fall due for the purposes of section 123 of the Insolvency Act 1986,
- 10 1 11 any chargor takes any step to enforce any charge created over any shares held by the member in the Company (other than by the appointment of a receiver, administrative receiver or manager),
- 10 1 12 the member ceases to carry on its business or substantially all of its business,
- 10 1 13 the member commits a material or persistent breach of any shareholders' agreement to which it is a party in relation to the shares in the Company which if capable of remedy has not been so remedied within 20 working days of the other member requiring such remedy,
- 10 1 14 if a member being an individual has a trustee in bankruptcy appointed or enters into an arrangement with his creditors,
- 10 1 15 if a member, being an individual, dies, or

10 1 16 if an order is made in relation to the relevant member's personal welfare or property and affairs under legislation relating to mental health or mental capacity

10 2 A Transfer Notice deemed to have been given under Article 10 1 shall not be revocable and if a member gives a Transfer Notice in circumstances where a Transfer Notice would otherwise be deemed to have been given by him under this Article 10, then this Article 10 shall apply

10 3 A Transfer Notice given under Article 10 1 shall be subject always to the provisions of Article 5 5

11 PROCEEDINGS AT GENERAL MEETINGS

11 1 Four members including at least one holder of D Shares, F Shares and G Shares, H Shares, I Shares, J Shares and X Shares present in person or by proxy or by a duly authorised corporate representative shall be a quorum at a general meeting of the Company or at an adjourned general meeting For the purposes of these Articles one individual may constitute a meeting if that individual is a proxy or a duly authorised corporate representative for holders of both classes of shares

11 2 The chairman of the board of directors shall chair general meetings If the chairman is unable to attend any general meeting, the shareholder who appointed him shall be entitled to appoint another of its nominated directors present at the meeting to act as chairman at the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting

11 3 At a general meeting, on a show of hands every shareholder who is present in person or by proxy shall have one vote, unless the proxy is himself a shareholder entitled to vote, on a poll every shareholder present in person or by proxy shall have one vote for each share of which he is the holder, and on a vote on a written resolution every shareholder has one vote for each share of which he is the holder except that no shares of one class shall confer any right to vote upon a resolution for the removal from office of a director appointed by holders of shares of the other class under a right to appoint which is a class right

11 4 Regulation 44(2) of the Model Articles shall be amended so that a poll may also be demanded by any member entitled to vote present in person or by proxy or by a duly authorised corporate representative of such member

12 NUMBER OF DIRECTORS

The number of directors shall be not less than two There shall be no restriction on the maximum number of directors

13 ALTERNATE DIRECTORS

13 1 Any director (other than an alternate director) (the "appointor") may appoint any person (whether or not a director) except for an existing director representing the other class of shares to be an alternate director to exercise that director's powers, and carry out that director's responsibilities, in relation to the taking of decisions by the directors, in the absence of the alternate's appointor

- 13 2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors
- 13 3 The notice must -
- 13 3 1 identify the proposed alternate, and
 - 13 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice
- 13 4 An alternate director has the same rights, in relation to any decision of the directors, as the alternate's appointor
- 13 5 Except as these Articles specify otherwise, alternate directors -
- 13 5 1 are deemed for all purposes to be directors,
 - 13 5 2 are liable for their own acts and omissions,
 - 13 5 3 are subject to the same restrictions as their appointors, and
 - 13 5 4 are not deemed to be agents of or for their appointors,
- and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member
- 13 6 A person who is an alternate director but not a director
- 13 6 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating), and
 - 13 6 2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, and does not himself participate)
- 13 7 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision)
- 13 8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any remuneration in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's appointor as the appointor may by notice in writing to the Company from time to time direct
- 13 9 An alternate director's appointment as an alternate terminates -
- 13 9 1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,

13 9 2 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, or

13 9 3 when the alternate director's appointor ceases to be a director for whatever reason

14 APPOINTMENT AND REMOVAL OF DIRECTORS

14 1 Notwithstanding anything in these Articles or in any agreement between the Company and such director, a Shareholder Director may be removed from office at any time by the member or members who nominated such Shareholder Director pursuant to the terms of the Shareholders Agreement, by notice in writing signed on behalf of such member or members which shall be effective immediately upon its delivery to the registered office of the Company

14 2 Any Shareholder Director shall be at liberty from time to time to make such disclosures to a shareholder (and where such shareholder is a body corporate to its holding company or any of the subsidiary companies of such holding company) appointing the director as to the business and affairs of the Company as the director shall in that person's absolute discretion determine

14 3 Regulation 18 of the Model Articles shall be amended so the following is added after regulation 18(6) as a new regulation 18(7) "he is removed from office pursuant to these Articles"

15 DIRECTORS' EXPENSES

Regulation 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors and the secretary (if there is one))" before the words "properly incur"

16 PROCEEDINGS OF DIRECTORS

16 1 Any decision of the directors must be taken at a meeting of directors in accordance with these Articles or must be a decision taken in accordance with regulation 8 of the Model Articles

16 2 Subject as provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit

16 3 In addition to the matters specified in regulation 9(2) of the Model Articles, notice of any directors' meeting must also be accompanied by -

16 3 1 an agenda specifying in reasonable detail the matters to be raised at the meeting, and

16 3 2 copies of any papers to be discussed at the meeting

Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless all the directors agree in writing

16 4 Meetings of the directors shall be held at the Company's registered office or such other location as the directors of the Company agree

16 5 Decisions of the directors taken in accordance with regulation 8 of the Model Articles may be signed by an alternate director, in which case, they need not also be signed by his appointor and, if such a decision is signed by a director who has appointed an alternate, it need not also be signed by the alternate director in that capacity

16 6 Draft minutes of directors' meetings shall be sent to each director as soon as practicable after the holding of the relevant meeting

17 DIRECTORS' INTERESTS

17 1 For the purposes of section 175 of the Act, the shareholders (and not the directors) shall have the power to authorise, by resolution and in accordance with the provisions of these Articles, any matter or situation proposed to them by any director which would, if not so authorised, involve a director (the "interested director") breaching his duty under section 175 of the Act to avoid conflicts of interest (a "Conflict")

17 2 The interested director must provide the shareholders with such details as are necessary for the shareholders to decide whether or not to authorise the Conflict, together with such additional information as may be requested by the shareholders

17 3 Any authorisation by the shareholders of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently) -

17 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,

17 3 2 provide that the interested director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,

17 3 3 provide that the interested director may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution related to the Conflict,

17 3 4 impose upon the interested director such other terms for the purposes of dealing with the Conflict as the shareholders think fit,

17 3 5 provide that, where the interested director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence, and

17 3 6 permit the interested director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters

17 4 Where the shareholders authorise a Conflict -

17 4 1 the interested director will be obliged to conduct himself in accordance with any terms and conditions imposed by the shareholders in relation to the Conflict, and

- 17 4 2 the interested director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act, provided he acts in accordance with such terms and conditions (if any) as the shareholders impose in respect of their authorisation
- 17 5 The shareholders may revoke or vary such authorisation at any time but this will not affect anything done by the interested director prior to such revocation or variation in accordance with the terms of such authorisation
- 17 6 A director, notwithstanding his office, may be a director or other officer of, employed by, or otherwise interested (including by the holding of shares) in, the shareholder who appointed him as a director of the Company, or any other member of such shareholder's Permitted Group, and no authorisation under Article 17 1 shall be necessary in respect of any such interest
- 17 7 A director is not required, by reason of being a director, to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the shareholders in accordance with these Articles (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds
- 17 8 Subject to sections 177(5) and 177(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Act
- 17 9 Subject to sections 182(5) and 182(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under Article 17 8
- 17 10 Subject, where applicable, to any terms and conditions imposed by the shareholders in accordance with Article 17 3, and provided a director has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company -
- 17 10 1 may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested,
- 17 10 2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,
- 17 10 3 shall be entitled to vote at a meeting of directors (or of a committee of directors) or participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,
- 17 10 4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,

17 10 5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and

17 10 6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

18 ACCOUNTS AND BOOKS OF THE COMPANY

Each member shall (as such) have the right of inspecting any accounting records or other book or document of the Company

19 INSURANCE

19 1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss

19 2 In this Article 19 -

19 2 1 a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act) , but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor),

19 2 2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and

19 2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate

20 COMMUNICATIONS

20 1 Anything sent to a shareholder under these Articles may be sent to that shareholder's address as registered in the register of members, unless -

20 1 1 the shareholder and the Company have agreed that another means of communication is to be used, and

20 1 2 the shareholder has supplied the Company with the information it needs in order to be able to use that other means of communication

20 2 Any notice or document sent to a director may be sent to that director's address as registered in the register of directors unless -

- 20 2 1 the director and the Company have agreed that another means of communication is to be used, and
- 20 2 2 the director has supplied the Company with the information it needs in order to be able to use that other means of communication
- 20 3 Where a document or information is sent or supplied by the Company by post, service or delivery shall be deemed to be effected at the expiration of 24 hours after the time when the cover containing the same is posted (irrespective of the class or type of post used) and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed and posted
- 20 4 Where a document or information is sent or supplied by the Company by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied and in proving such service it will be sufficient to prove that it was properly addressed
- 20 5 Where a document or information is sent or supplied by the Company by means of a website, service or delivery shall be deemed to be effected when -
 - 20 5 1 the material is first made available on the website, or
 - 20 5 2 if later, when the recipient received (or is deemed to have received) notification of the fact that the material was available on the website
- 20 6 Anything to be agreed or specified in relation to documents or information to be sent or supplied to joint holders, may be agreed or specified by that one of the joint holders whose name appears first in the register