

Company No: 3732253

THE COMPANIES ACTS 1985 AND 1989

A PUBLIC COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION OF

@UK PLC

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE NO</u>
GENERAL.....	1
INTERPRETATION	1
SHARE CAPITAL	5
VARIATION OF RIGHTS	6
SHARE CERTIFICATES.....	7
CALLS ON SHARES	9
FORFEITURE OF SHARES	10
LIEN ON SHARES.....	11
TRANSFER OF SHARES.....	12
TRANSMISSION OF SHARES	14
CONSOLIDATION AND SUB-DIVISION OF SHARES	15
CONVERSION OF SHARES INTO STOCK.....	16
INCREASE OF CAPITAL.....	17
REDUCTION AND CANCELLATION OF CAPITAL	17
PURCHASE OF OWN SHARES	17
GENERAL MEETINGS.....	17
NOTICE OF GENERAL MEETINGS	18
BUSINESS OF GENERAL MEETINGS	19
PROCEEDINGS AT GENERAL MEETINGS.....	19
VOTING.....	22
CLASS MEETINGS	25
DIRECTORS AND OTHER OFFICERS	25
ALTERNATE DIRECTORS	26
MANAGING AND EXECUTIVE DIRECTORS	27
POWERS AND DUTIES OF DIRECTORS	28
CHAIRMAN	31
LOCAL MANAGEMENT.....	31
BORROWING POWERS	32
DISQUALIFICATION OF DIRECTORS.....	34
RETIREMENT, ELECTION AND APPOINTMENT OF DIRECTORS.....	34
PROCEEDINGS OF DIRECTORS AND COMMITTEES.....	36
SECRETARY	38
RESERVES	39
DIVIDENDS	39
CAPITALISATION OF PROFITS AND RESERVES	43
RECORD DATES.....	44
ACCOUNTS	44
SEALS AND AUTHENTICATION OF DOCUMENTS	45
NOTICES	46
UNTRACED SHAREHOLDERS	47
AUDITORS	48
MISCELLANEOUS.....	48

Company No: 3732253

THE COMPANIES ACTS 1985 AND 1989
PUBLIC COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
@UK PLC

(Adopted by written resolution passed on 13 June 2005)

GENERAL

- 1 No regulations set out in any statute (including any schedule thereto) or in any subordinate legislation shall apply as regulations or articles of association of the Company.

INTERPRETATION

- 2 In these Articles:
- 2.1 the following words and expressions have the following meanings unless the context otherwise requires:

Act	the Companies Act 1985 (including any modification or re-enactment for time being in force);
these Articles	these articles of association as they may be altered from time to time;
A Ordinary Shares	the A ordinary shares of 1 pence each in the capital of the Company;
A Ordinary Shareholders	the holders of the A Ordinary Shares from time to time;
Available Profits	those profits out of which the Company could lawfully purchase RFRPS in accordance with section 160 of the Act;
Board	the Directors or any of them acting as the board of directors of the Company;
business day	a day (not being a Saturday or Sunday) on which clearing banks are open for business in London;
Business Sale	the sale or disposal (whether in a single transaction or a series of related transactions) of all or substantially all of the business or assets of the Group;
communication	the meaning ascribed to it by section 15 of the Electronic Communications Act 2000;
Company Sale	the sale of the entire issued share capital of the Company;

Controller	in relation to a corporate member a person who has the power or ability to direct the management or the policies of the corporate member, whether through the ownership of voting capital, by contract or otherwise;
certificated share	a share of the Company which is not an uncertificated share and reference to a share being in certificated form shall be construed accordingly;
Directors	the directors for the time being of the Company;
electronic communications	the meaning ascribed to it by section 15 of the Electronic Communications Act 2000;
Equity Shares	the A Ordinary Shares and the Ordinary Shares;
Exit	a Sale; or a Listing;
Group	the Company and its Subsidiaries for the time being;
Investment Agreement	the investment agreement entered into on the same date as the date of adoption of these Articles between (1) the Investors and others, as that agreement may be amended from time to time;
the Investors	the A Ordinary Shareholders;
Investor Director(s)	a Director appointed under Article 182.1;
Lead Investor	Puma VCT plc and/or Puma VCT II plc;
Listing	the admission of any part of the equity share capital of the Company to the Official List of the UK Listing Authority or the admission of any part of the equity share capital of the Company to trading on AIM, a market operated by the London Stock Exchange plc or on any other recognised investment exchange (as defined by Section 285, FSMA) including, for the avoidance of doubt, any investment exchange based in the United States of America, and such admission becoming effective in accordance with the rules of the relevant investment exchange;
Loan Note Instrument	shall have the meaning given to that term in the Investment Agreement;
Loan Notes	shall mean Loan Notes issued pursuant to the Loan Note Instrument;
Ordinary Shares	ordinary shares of 1 pence each in the capital of the Company;

Purchaser	a person who expresses a willingness to purchase Offered Shares;
Recognised Person	a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange each of which terms has the meaning given to it by section 185(4) of the Act;
Register	the register of members of the Company (required to be kept pursuant to section 352 of the Act);
Regulations	the Uncertificated Securities Regulations 2001 including any modifications thereof or any regulations in substitution therefor for the time being in force;
Relevant System	a computer-based system, and procedures, which enable title to units of a security to be evidenced and transferred without a written instrument and which facilities supplementary and incidental matters in accordance with the Regulations;
Sale	a Business Sale, a Company Sale, a Subsidiary Sale or a sale pursuant to the drag along provisions in Article 180;
Seal	the common seal of the Company;
Statutes	the Act and every other Act of Parliament and statutory instrument relating to companies and affecting the Company;
Subsidiary	shall have the meaning given to that term in the Act; and
Subsidiary Sale	the sale or disposal (whether in a single transaction or a series of related transactions) of all or substantially all of the shares of a Subsidiary of the Company where such a sale constitutes the disposal of all or substantially all of the business and assets of the Group.
Transfer Office	the place where the Register is kept for the time being (subject to the requirements of section 353 of the Act);
uncertificated share	a share of the Company to which Article 9 applies and references to a share being in uncertificated form shall be construed accordingly;
United Kingdom	Great Britain and Northern Ireland;
in writing	written, printed, typewritten, sent or received by facsimile, photographed or lithographed or

visibly expressed in all or any of these or any other modes of representing or reproducing words;

- 2.2 any reference to:
 - 2.2.1 dividend includes bonus;
 - 2.2.2 the secretary includes (subject to the Statutes) any assistant or deputy secretary of the Company appointed pursuant to these Articles and any person duly appointed by the Directors to perform any of the duties of the secretary of the Company and, where two or more persons are duly appointed to act as joint secretaries of the Company, includes any one of those persons;
 - 2.2.3 paid up includes credited as paid-up;
- 2.3 words denoting the singular number also include the plural number and vice versa, words denoting one gender include the others and words denoting persons include individuals, corporations and unincorporated associations;
- 2.4 words and expressions defined in the Statutes shall, unless the context otherwise requires, have the same meanings in these Articles;
- 2.5 the headings in these Articles are for ease of reference only and shall not affect construction;
- 2.6 any reference to any statute or statutory provision shall be construed as a reference to such statute or statutory provision as amended, re-enacted or replaced from time to time;
- 2.7 where an ordinary resolution of the Company is expressed to be required for any purpose, a special or extraordinary resolution is also effective for that purpose, and where an extraordinary resolution is expressed to be required for any purpose, a special resolution is also effective for that purpose; and
- 2.8 in these Articles:
 - 2.8.1 powers of delegation shall not be restrictively construed but the widest interpretation shall be given thereto;
 - 2.8.2 the word Board in the context of the exercise of any power contained in these Articles includes any committee consisting of one or more Directors, any Director holding executive office and any local or divisional board, manager or agent of the Company to which or, as the case may be, to whom the power in question has been delegated;
 - 2.8.3 no power of delegation shall be limited by the existence or, except where expressly provided by the terms of delegation, the exercise of that or any other power of delegation; and
 - 2.8.4 except where expressly provided by the terms of delegation, the delegation of a power shall not exclude the concurrent exercise of that power by any other body or person who is for the time being authorised to exercise it under these Articles or under another delegation of power.

SHARE CAPITAL

3 Capital

- 3.1 The authorised share capital of the Company at the date of adoption of these articles is £2,500,000 divided into 76,000,000 Ordinary Shares and 174,000,000 A Ordinary Shares.

4 Allotment of shares

- 4.1 Subject to the provisions of the Statutes regarding pre-emption rights and any resolution of the Company relating thereto or relating to any authority to allot relevant securities, all of the shares of the Company for the time being unissued shall be under the control of the Directors who may generally and unconditionally allot (with or without conferring a right of renunciation), grant options over, offer or otherwise deal with or dispose of the same to or in favour of such persons, on such terms and conditions, at a premium or at par and at such times as the directors think fit.
- 4.2 The Board may at any time after the allotment of a share but before a person has been entered in the Register as the holder of the share recognise a renunciation of the share by the allottee in favour of another person and may grant to an allottee a right to effect a renunciation on such terms and conditions as the Board thinks fit.

5 Redeemable shares

The Company may by special resolution create shares which are, or at the option of the Company or the holder are to be liable, to be redeemed, subject to and in accordance with the provisions of the Statutes. The special resolution creating any such shares shall also make such alterations to these Articles as may be necessary to specify the terms on which, the rate at which and the manner in which any such shares shall be redeemed.

6 Payment of commission

In addition to all other powers of paying commissions, the Company may exercise the powers conferred by the Statutes of paying commissions to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares in the Company or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company. Subject to the provisions of the Statutes, such commission may be satisfied by payment of cash or (with the sanction of an ordinary resolution of the Company) the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.

7 Trusts not recognised

Except as required by law and notwithstanding any information received by the Company pursuant to any statutory provision relating to the disclosure of interests in voting shares or otherwise, no person shall be recognised by the Company as holding any share upon any trust and (except only as by these Articles or by law otherwise expressly provided or as by statute required or under an order of a court of competent jurisdiction) the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fraction or part of a share or any other right in respect of any share except an absolute right to the entirety thereof in the registered holder.

VARIATION OF RIGHTS

8 Consent to variation

Subject to the provisions of the Statutes, if at any time the capital of the Company is divided into different classes of shares all or any of the rights or privileges attached to any class may be varied or abrogated:

- 8.1 in such manner (if any) as may be provided by such rights; or
- 8.2 in the absence of any such provision, either with the consent in writing of the holders of at least 75% (seventy-five per cent.) of the nominal amount of the issued shares of that class or with the sanction of an extraordinary resolution passed at a separate meeting (convened and conducted pursuant to the provisions of Article 91) of the holders of the issued shares of that class, but not otherwise.

Save as set out in Article 8A the creation or issue of shares ranking pari passu with or subsequent to the shares of any class shall not (unless otherwise expressly provided by these Articles or the rights attached to such last-mentioned shares as a class) be deemed to be a variation of the rights of such shares. A reduction of the capital paid up on any shares of any class will not be deemed to constitute a variation or abrogation of the rights attached to those shares. A purchase or redemption by the Company of any of its own shares in accordance with the provisions of the Act and of these Articles shall not be deemed to be a variation of the rights attaching to any shares.

- 8A.1 The holders of the A Ordinary Shares shall be entitled by notice in writing to the Company to exercise on a poll 4 times the total number of votes attached to all of the Ordinary Shares in issue on any resolution at any general meeting of the Company if:

- 8A.1.1 any amount payable by any member of the Group under any banking facilities or loan notes issued by the Company (from time to time) has become payable in advance of its stated payment date thereunder (however caused whether or not demand has been made therefore); or

- 8A.1.2 there has occurred any material or persistent breach by the Company or by any directors of the Company (excluding any Investor Director) of any of the provisions of these Articles or of the Investment Agreement or of the Loan Note Instrument which has not been remedied to the reasonable satisfaction of the Lead Investor within 28 days of a notice from any Investor to the Company requesting such remedy;

The enhanced voting rights attached to the A Ordinary Shares detailed above shall be exercisable at any time after any of the events referred to in Articles 8A.1 or 8A.2 shall have occurred (subject to the notice referred to in Article 8A.1 having been served) and such rights shall continue only until the payment of all such amounts then overdue or until such other breach is waived or otherwise remedied to the reasonable satisfaction, confirmed in writing, of the Lead Investor whereupon the voting rights attached to the A Ordinary Shares shall be as provided for in Article 173.3. The enhanced voting rights attached to the A Ordinary Shares referred to above shall be divided amongst the holders of the A Ordinary Shares pro rata to their respective shareholdings as a class. In the event that such allocation gives rise to a holder of A Ordinary Shares being entitled to a fraction of a vote then his number of votes shall be rounded down to the nearest whole number.

- 8A.2 Without prejudice to the generality of Article 8.2 and notwithstanding any other provisions of these articles of association, the rights attached to the A Ordinary Shares shall be deemed to be varied by:

- 8A.2.1 the creation, allotment or issue of any shares or securities or options by the Company or a Subsidiary or the grant of any option or other right to require the allotment or issue of them;
- 8A.2.2 the modification, variation, alteration or abrogation of the rights attached to any of the classes of share capital of the Company;
- 8A.2.3 the consolidation or sub-division or other re-organisation of the Company's share capital or any part of it;
- 8A.2.4 applying by way of capitalisation any sum in or towards paying up any share or loan capital of the Company;
- 8A.2.5 the passing of any resolution amending the memorandum or articles of association of the Company or one of its Subsidiaries;
- 8A.2.6 the purchase, redemption or any distribution of capital profits or reserves of the Company in respect of any Shares otherwise than in accordance with the provisions of these Articles; or
- 8A.2.7 the passing by the Company or any of its Subsidiaries of any resolution to wind up the company otherwise than by reason of insolvency,

except where such action(s) are taken in accordance with and pursuant to the terms of the Investment Agreement and/or the Loan Note Instrument.

SHARE CERTIFICATES

9 Uncertificated Shares

Unless otherwise determined by the Board and permitted by the Regulations, no person shall be entitled to receive a certificate in respect of any share for so long as the title to that share is evidenced otherwise than by a certificate and for so long as transfers of that share may be made otherwise than by a written instrument by virtue of the Regulations. Title to shares in issue at the date of adoption of these Articles may be transferred and evidenced by a Relevant System. The Board shall have power to implement any arrangements it may, in its absolute discretion, think fit in relation to the evidencing of title to, and transfer of, uncertificated shares (subject always to the Regulations and the facilities and requirements of the Relevant System concerned).

10 Conversion

Conversion of certificated shares into uncertificated shares, and vice versa, may be made in such manner as the Board may, in its absolute discretion, think fit (subject always to the Regulations and the facilities and requirements of the Relevant System concerned).

11 Registration of Shares

The Company shall enter on the register of members how many shares are held by each member in uncertificated form and in certificated form and shall maintain the register in each case as is required by the Regulations and the Relevant System concerned. Unless the Board otherwise determines, holdings of the same holder or joint holders in certificated and uncertificated form shall be treated as separate holdings.

12 Certificated and Uncertificated Shares

A class of share shall not be treated as two classes by virtue only of that class comprising both certificated shares and uncertificated shares or as a result of any

provision of these Articles or the Regulations which apply only in respect of certificated shares or uncertificated shares.

13 **Member's right to share certificates and time for delivery**

Subject to the provision of Article 9, every member, upon becoming the holder of any shares (except a recognised person in respect of whom the Company is not required by law to complete and have ready for delivery a certificate) shall be entitled, without payment, to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the Board may from time to time determine. Every certificate shall be executed under the seal or in such other manner as the Board may approve and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon. The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them. Shares of different classes may not be included in the same certificate.

14 **Sealing of share certificates**

Every certificate for shares or debentures shall be issued under the Seal, under the official seal kept by the Company by virtue of section 40 of the Act or in such other manner as the Board may approve.

15 **Cost of certificates**

Every member shall be entitled without charge to one certificate for all his shares, and when the capital of the Company is divided into different classes of shares to one certificate for all his shares in each class **PROVIDED THAT**, in the case of any share registered in the names of two or more persons, the Company shall not be bound to issue more than one certificate in respect thereof to all the joint holders, and delivery of such certificate to any one of them shall be sufficient delivery to all. Where a member (other than a Recognised Person) transfers part of the shares to which any certificate relates, he shall be entitled to a certificate for the balance thereof without charge. Every certificate shall specify the number and class and distinguishing numbers (if any) of the shares to which it relates and the amount paid up thereon.

16 **Issue of a new certificate in the place of one damaged lost or destroyed**

If any certificate is damaged or defaced, then, upon delivery thereof to the Directors, they may order the same to be cancelled and may issue a new certificate in lieu thereof. If any certificate be lost, stolen or destroyed, then, upon such indemnity (with or without security) as the Directors deem adequate being given, a new certificate in lieu thereof shall be given to the party entitled to such lost, stolen or destroyed certificate. Every certificate issued under this Article 16 shall be issued without payment but there shall be paid to the Company a sum equal to any exceptional out of pocket expenses incurred by the Company in preparing any such indemnity and/or security referred to in this Article 16.

17 **Shares not to have distinguishing numbers**

If, at any time, all the issued shares of the Company, or all the issued shares of a particular class are fully paid up and rank pari passu for all purposes, none of those shares shall thereafter (subject to any resolution of the Directors to the contrary) have a distinguishing number so long as it remains fully paid up and ranks pari passu for all purposes with all shares of the same class for the time being issued and fully paid up.

CALLS ON SHARES

18 **Calls**

The Directors may, subject to the provisions of these Articles and to any relevant terms of allotment thereof, from time to time make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively (whether in respect of nominal value or a premium). Each member shall, subject to being given fourteen days' notice at least of each call, pay the amount of each call so made on him to the person and at the time and place specified by the Directors in such notice. A call may be made payable by instalments. A call shall be deemed to have been made as soon as the resolution of the Directors authorising such call shall have been passed. A call may be revoked or postponed in whole or in part as the Directors may determine. A person on whom a call is made remains liable to pay the amount called despite the subsequent transfer of the share in respect of which the call is made.

19 **Liability of joint holders of shares**

The joint holders of a share shall be jointly and severally liable for payment of all instalments and calls in respect thereof and any one of such persons may give effectual receipts for any return of capital payable in respect of such share.

20 **Instalments to be treated as calls and power to differentiate**

If by the terms of any prospectus, listing particulars or any other document relating to an issue of shares in the Company or by the conditions of allotment any amount is payable in respect of any shares by instalments, every such instalment shall be payable as if it were a call duly made by the Directors of which due notice had been given. The Directors may on the issue of shares differentiate between the holders as to the amount of calls to be paid and the times of payment.

21 **When interest on calls or instalment payable**

If the call or instalment payable in respect of any share is not paid on or before the day appointed for payment thereof, the person from whom the amount of the call or instalment is due shall pay interest on the unpaid amount at such rate as may be fixed by the terms of allotment of the share or, if no rate is fixed, at the Appropriate Rate from the time appointed for payment thereof until the actual payment thereof, and shall not receive any dividend in respect of the amount unpaid. The Board may waive payment of the interest in whole or in part.

22 **Payment of calls in advance**

The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the money unpaid upon the shares held by him beyond the sums actually called up; and upon the money paid in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance shall have been made, the Company may pay interest at such rate (not exceeding, without the sanction of the Company given by ordinary resolution, the Appropriate Rate) as the member paying such sum in advance and the Directors agree upon. A payment in advance of calls extinguishes to the extent of the payment the liability of the member on the shares in respect of which it is made.

23 **Sums due on allotment to be treated as calls**

Any sum which by or pursuant to the terms of allotment of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these Articles be deemed to be a call duly made and payable on the date on which by or pursuant to the terms of allotment the

same becomes payable and, in case of non-payment, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

24 **Power to make calls if uncalled capital included in mortgage**

If any uncalled capital of the Company is included in or charged by any mortgage, charge or other security, the Directors may delegate to the person in whose favour such mortgage, charge or security is executed, or to any other person in trust for him, the power to make calls on the members in respect of such uncalled capital and to sue in the name of the Company or otherwise for the recovery of moneys becoming due in respect of calls so made and to give valid receipts for such moneys. The power so delegated may (if expressed so to be) be assignable.

FORFEITURE OF SHARES

25 **If call or instalment not paid, notice may be given**

If any member fails to pay the whole or any part of any call or instalment on or before the day appointed for the payment thereof, the Directors may, at any time thereafter during such time as the call or instalment or any part thereof remains unpaid, serve a notice on such member or on a person entitled by transmission to the relevant share requiring him to pay such call or such part thereof as remains unpaid, together with any interest that may have accrued thereon and all costs, charges and expenses incurred by the Company by reason of such non-payment.

26 **Form of notice**

The notice shall name the day (not being less than fourteen days after the date of service of the notice) on and the place at which such call or instalment (or such part thereof as remains unpaid) and such interest, costs, charges and expenses as aforesaid are to be paid. The notice shall also state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.

27 **If notice not complied with, shares may be forfeited**

If the requirements of any such notice as aforesaid are not complied with, any shares in respect of which such notice shall have been given may at any time thereafter, and before payment of all calls or instalments, interest and expenses due in respect thereof, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared or other amounts payable in respect of the forfeited shares and not actually paid before the forfeiture. The Directors may accept the surrender of any shares liable to be forfeited hereunder and, in such case, references in these Articles to forfeiture shall include surrender.

28 **Forfeited shares to become the property of the Company**

When any share has been forfeited in accordance with these Articles, notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the share or the person entitled by transmission to the share; but no forfeiture shall be in any manner invalidated by any omission or neglect to give notice as aforesaid. Subject to the provisions of the Statutes, any share so forfeited and the rights attaching to it shall be deemed to be the property of the Company, no voting rights shall be exercised in respect thereof and the Directors may within three years of such forfeiture sell, re-allot or otherwise dispose of the same in such manner as they think fit either to the person who was before the forfeiture the holder thereof or to any other person, and either with or without any past or accruing dividends and, in the case of re-allotment, with or without any money paid thereon by the former holder being credited as paid-up

thereon. The Directors may, if necessary, authorise some person to execute a transfer of a forfeited share to any such other person as aforesaid. Any share not disposed of in accordance with the foregoing within a period of three years from the date of its forfeiture shall thereupon be cancelled in accordance with the provisions of the Statutes.

29 **Directors' power to annul forfeiture**

The Directors may at any time, before any share so forfeited shall have been cancelled or sold re-allotted or otherwise disposed of, annul the forfeiture upon such conditions as they think fit.

30 **Arrears to be paid notwithstanding forfeiture**

A member whose shares have been forfeited shall thereupon cease to be a member in respect of such shares but shall nevertheless remain liable to pay (and shall forthwith pay) to the Company all calls, instalments, interest, costs, charges and expenses owing upon or in respect of such shares at the time of forfeiture, together with interest thereon, from the time of forfeiture until payment, at such rate as may be fixed by the terms of allotment of the shares or, if no rate is so fixed, at the Appropriate Rate, and the Directors may enforce payment thereof if they think fit without any allowance for the value of the shares at the time of forfeiture.

31 **Statutory Declaration by Director as to forfeiture**

A statutory declaration in writing that the declarant is a Director or the secretary of the Company and that a share has been duly forfeited in pursuance of these Articles, and stating the time when it was forfeited, shall, as against all persons claiming to be entitled to the share, be conclusive evidence of the facts therein stated and such declaration, together with, in the case of certificated shares, a duly sealed certificate of proprietorship of the share delivered to a purchaser or allotted thereof, shall (subject to the execution of any necessary transfer (in the use of a certificated share) or the making of such other arrangements consistent with the facilities and requirements of the Relevant System (in the case of an uncertificated share) constitute a good title to the share, and the new holder thereof shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any omission, irregularity or invalidity in or relating to or connected with the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

LIEN ON SHARES

32 **Company's lien on shares**

The Company shall have a first and paramount lien and charge upon all the shares, other than fully paid-up shares, registered in the name of each member (whether solely or jointly with other persons) for any amount payable in respect of such shares, whether the time for payment thereof shall have actually arrived or not and such lien shall extend to all dividends from time to time declared or other moneys payable in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall not operate as a waiver of the Company's lien, if any, on such shares.

33 **Enforcement of lien by sale**

For the purpose of enforcing such a lien, the Directors may sell all or any of the shares subject thereto, in such manner as they think fit, but no such sale shall be made until such time for payment referred to in Article 32 shall have arrived and until notice in writing stating, and demanding payment of, the sum payable and giving notice of the intention to sell in default of such payment shall have been served in such manner as the Directors shall think fit on such member (or to a person entitled by transmission to

the shares) and default shall have been made by him in the payment of such amounts payable for seven days after such notice.

34 **Application of proceeds of sale**

The net proceeds of any such sale, after payment of the costs thereof, shall be applied by the Company in or towards satisfaction of such part of the amount in respect of which the lien exists as is presently payable. The residue, if any, shall (on surrender to the Company for cancellation of the certificate for the shares sold, or the provision of an indemnity (with or without security) as to any lost or destroyed certificate required by the Board and subject to a like lien for sums not presently payable upon the share before the sale) be paid to the member or the person (if any) entitled by transmission to the shares.

35 **Validity of sale for enforcing lien**

Upon any sale for enforcing any lien in purported exercise of the powers hereinbefore given, the Directors may, in the case of certificated shares, nominate some person to execute a transfer of the shares sold in the name and on behalf of the registered holder or the person entitled by transmission to the shares and may in any case cause the name of the purchaser to be entered in the Register in respect of the shares sold and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money and, after his name has been entered in the Register in respect of such shares, the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

TRANSFER OF SHARES

36 **Uncertificated Shares**

All transfers of uncertificated shares shall be made in accordance with and be subject to the Regulations and the facilities and requirements of the Relevant System concerned and, subject thereto in accordance with any arrangements made by the Board pursuant to Article 9.

37 **Form of transfer**

All transfers of certificated shares may be effected by transfer in writing in any usual or common form or in any other form acceptable to the Directors. The instrument of transfer shall be signed by or on behalf of the transferor and (except in the case of fully paid shares) by or on behalf of the transferee. The transferor shall remain the holder of the shares concerned until the name of the transferee is entered in the Register in respect thereof.

38 **Directors power to refuse registration of transfers**

Following a Listing the Directors may, in their absolute discretion (but subject to any rules or regulations of the London Stock Exchange applicable to the Company from time to time and provided that where any class of shares are admitted to the Alternative Investment Market of London Stock Exchange plc or the Official List of the UK Listing Authority or to trading on any recognised investment exchange, such discretion must not be exercised in such a way so as to prevent dealings in the shares from taking place on an open and proper basis) and without assigning any reason therefor, refuse to register any transfer of shares or renunciation of a renounceable letter of allotment:

38.1 unless all of the following conditions are satisfied:

38.1.1 it is in respect of a fully paid share;

- 38.1.2 it is in respect of a share on which the Company does not have a lien;
 - 38.1.3 it is in respect of only one class of share;
 - 38.1.4 it is in favour of a single transferee or renounee or not more than four joint holders as transferees or renounees;
 - 38.1.5 it is duly stamped or duly certified or otherwise shown to the satisfaction of the Board to be exempt from stamp duty;
 - 38.1.6 the conditions referred to in Article 39 have been satisfied in respect thereof;
- 38.2 (subject to Article 81.2) the transferor or renouncer of which or any person appearing to be interested in which has been duly served with, but is in default in complying with, a statutory notice as described in Article 81.1.2, **PROVIDED ALWAYS THAT** this Article 38.2 shall not apply in respect of a transfer or renunciation (i) which is a Permitted Sale within the meaning set out in Article 81.2 or (ii) of shares by a transferor or renouncer whose holding of shares immediately prior to the proposed transfer represents less than 0.25% (one-quarter of one per cent.) of the issued shares of the relevant class;
- 38.3 in respect of a transfer of uncertificated shares in such other circumstances (if any) as may be permitted by the Regulations and the requirements of the Relevant System concerned, and, if the Directors refuse to register a transfer or renunciation, they shall, within two months after the date on which in the case of certificated shares the transfer or renunciation was lodged with the Company send to the transferee or renounee notice of the refusal or, in the case of uncertificated shares, the date on which the appropriate instruction was received by or on behalf of the Company in accordance with the facilities and requirements of the Relevant System.

39 **Registration of transfers**

Every instrument of transfer of a certificated share must be left at the Transfer Office (or at such other place as the Directors may from time to time determine) to be registered, accompanied by the relevant share certificate(s) (save in the case of a Recognised Person where a share certificate has not been issued in respect of the shares in question or in the case of a renunciation), and such other evidence as the Directors may reasonably require to prove the title of the transferee or renouncer and the due execution by him or his duly authorised agent of the transfer or renunciation. Thereafter, the Directors, subject to the power vested in them by Article 38, shall register the transferee or renouncer as the holder.

40 **No fees on registration**

No fee shall be chargeable by the Company for registering any transfer, renunciation of a renounceable letter of allotment, probate, letters of administration, certificate of marriage or death, power of attorney or other document relating to or affecting the title to any shares or the right to transfer the same or otherwise for making any entry in the Register.

41 **Suspension of registration and closing of Register**

Following a Listing the registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine and either generally or in respect of any class of shares. The Register shall not be closed for more than thirty days in any year and notice of closure shall be given by advertisement in accordance with the Statutes.

42 **Retention of instruments of transfer**

All instruments of transfer which are registered shall, subject to Article 43.1, be retained by the Company but any instrument of transfer which the Directors may refuse to register shall (except in the case of suspected fraud) be returned to the person depositing the same.

43 **Destruction of transfers and other documents**

43.1 The Company shall be entitled to destroy:

43.1.1 all instruments of transfer (including a document constituting the renunciation of an allotment of shares) which have been registered at any time after the expiration of six years from the date of registration thereof;

43.1.2 all dividend mandates and any variations or cancellations thereof and all notifications of change of address at any time after the expiration of two years from the date of recording thereof;

43.1.3 all share certificates which have been cancelled at any time after the expiration of one year from the date of such cancellation; and

43.1.4 any other document on the basis of which any entry in the Register has been made at any time after the expiration of six years from the date on which an entry in the Register was first made in respect of it,

PROVIDED ALWAYS THAT any such instrument, mandate, variation, cancellation, notification, certificate, or other document may be destroyed before the expiration of the relevant period as aforesaid if an accurate, complete and legible copy thereof is retained on microfilm or any other mechanical or electronic method of recording and maintaining such copies.

43.2 It shall conclusively be presumed in favour of the Company that every entry in the Register purporting to have been made on the basis of a document so destroyed was duly and properly made, that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered, that every share certificate so destroyed was a valid and effective document duly and properly cancelled, that every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company **PROVIDED ALWAYS THAT:**

43.2.1 the provisions aforesaid shall apply only to the destruction of a document effected in good faith and without express notice to the Company of any claim (regardless of the parties thereto) to which the document might be relevant;

43.2.2 nothing contained in this Article 43 shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (i) above are not fulfilled; and

43.2.3 references in this Article 43 to the destruction of a document include references to the disposal thereof in any manner.

TRANSMISSION OF SHARES

44 **Representatives of interest of deceased members**

The executors or administrators of a deceased member (not being one of two or more joint holders) shall be the only persons recognised by the Company as having any title

to shares held by him alone; but, in the case of shares held by more than one person, the survivor or survivors only shall be recognised by the Company as being entitled to such shares. Nothing in this Article 44 shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share solely or jointly held by him.

45 **Election in case of death or bankruptcy of member**

Any person becoming entitled to a share in consequence of the death or bankruptcy of any member may, upon such evidence being produced as may be required by the Directors, elect either to be registered as a member (in respect of which registration no fee shall be payable) by giving notice in writing to that effect or, without being so registered, execute a transfer to some other person who shall be registered as a transferee of such share and the execution of such a transfer shall signify his election as aforesaid; but the Directors shall in either case have the like power of declining or refusing to register such transfer as is provided with respect to ordinary transfers. The Directors may at any time give notice requiring any such person to elect as aforesaid and, if such notice is not complied with within sixty days, the Directors may thereafter withhold payment of all dividends and other moneys payable in respect of such share until compliance therewith.

46 **Rights as to dividends and voting**

Any person becoming entitled to a share in consequence of the death or bankruptcy of any member shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, unless and until he is registered as a member in respect of the share, be entitled in respect of it to receive notices of or to exercise or enjoy any right or privilege conferred by membership in relation to meetings of the Company.

CONSOLIDATION AND SUB-DIVISION OF SHARES

47 **Consolidation**

The Company may by ordinary resolution consolidate and divide its shares, or any of them, into shares of a larger amount.

48 **Sub-division**

The Company may by ordinary resolution sub-divide its shares, or any of them, into shares of a smaller amount and may by such resolution determine that, as between the holders of the shares resulting from such sub-division, one or more of such shares shall have some preferred or other advantage as regards dividend, capital, voting or otherwise over or shall have such deferred rights or be subject to such restrictions as compared with the other or others as the Company has power to attach to shares upon the allotment thereof.

49 Subject to any direction by the Company in general meeting, whenever as the result of any consolidation and division or sub-division of shares members of the Company are entitled to any issued shares of the Company in fractions, the Directors may deal with such fractions as they shall determine and, in particular, may:

49.1 sell the shares to which members are so entitled in fractions for the best price reasonably obtainable and pay and distribute to and amongst the members entitled to such shares in due proportions the net proceeds of the sale thereof provided always that, where a member is entitled to net proceeds of sale of less than £3 (or such other amount as the Board, having regard to any relevant requirement of the London Stock Exchange in relation thereto, may determine), they will not be distributed as aforesaid but will be retained for the benefit of the Company. For the purpose of giving effect to

any such sale, the Directors may, in the case of certificated shares, nominate some person to execute a transfer of the shares, or, in the case of uncertificated shares, nominate some person to transfer such shares on behalf of the members so entitled to the purchaser thereof and may cause the name of the purchaser to be entered in the Register as the holder of the shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale; or

- 49.2 subject to the Statutes, issue to a member credited as fully paid by way of capitalization the minimum number of shares required to round up his holding of shares to a number which, following consolidation and division or sub-division, leaves a whole number of shares (such issue being deemed to have been effected immediately before consolidation or subdivision, as the case may be). The amount required to pay up those shares may be capitalised as the Board thinks fit out of amounts standing to the credit of reserves (including a share premium account, capital redemption reserve and profit and loss account), whether or not available for distribution, and applied in paying up in full the appropriate number of shares. A resolution of the Board capitalising part of the reserves has the same effect as if the capitalization had been declared by ordinary resolution of the Company pursuant to Article 152. In relation to the capitalization the Board may exercise all the powers conferred on it by Article 152 without an ordinary resolution of the Company.

CONVERSION OF SHARES INTO STOCK

50 **Paid-up shares convertible into stock**

The Company may from time to time by ordinary resolution convert all or any fully paid-up shares into stock of the same class as the shares which shall be so converted and may from time to time in like manner reconvert such stock into fully paid-up shares of the same class and of any denomination.

51 **Transfer of stock**

When any shares have been converted into stock, the several holders of such stock may thenceforth transfer their respective interests therein, or any part of such interests, in the same manner and subject to the same regulations as and subject to which any shares in the capital of the Company may be transferred, or as near thereto as circumstances admit, but the Directors may from time to time fix the minimum amount of stock transferable (which minimum shall not exceed the nominal amount of the shares from which the stock arose) and direct that fractions of that minimum shall not be transferred, but with power at their discretion to waive such rules in any particular case.

52 **Privilege of stockholders**

The several holders of such stock shall be entitled to participate in the dividends and profits of the Company according to the class of stock and the amount of their respective interests in such stock, and such interests shall, in proportion to the amount thereof, confer on the holders thereof respectively the same privileges and advantages for the purpose of voting at meetings of the Company and for other purposes as would have been conferred by shares of the same class of equal amount in the capital of the Company, but so that none of such privileges or advantages, except the participation in the dividends and profits of the Company and in the assets of the Company on a winding up, shall be conferred by any such amounts of stock as would not, if existing in the shares, have conferred such privileges or advantages.

53 **Definitions of stock and stockholder**

All such provisions of these Articles relating to shares as are applicable to fully paid-up shares shall apply to stock, and in all such provisions the words **share** and **shareholders** shall include **stock** and **stockholder**. No such conversion shall affect or prejudice any preference or other special privilege.

INCREASE OF CAPITAL

54 **Increase of capital**

The Company may, from time to time, by ordinary resolution, increase the capital by the creation of new shares, such increase to be of such aggregate amount and to be divided into shares of such respective amounts as the resolution may prescribe. Subject to such privileges, priorities or conditions as are or may be attached thereto, all new shares shall be subject to the same provisions in all respects as if they had been part of the original capital.

55 **Power to attach rights to new shares**

Subject to the provisions of the Statutes, any new shares in the capital of the Company may be allotted with such preferential right to dividend and such priority in the distribution of assets or subject to such postponement of dividends or in the distribution of assets and with or subject to such preferential or limited or qualified right of voting at general meetings as the Company may from time to time by ordinary resolution determine or, if no such determination be made, as the Directors shall determine, but so that the rights attached to any issued shares as a class shall not be varied except with the consent of the holders thereof duly given under the provisions of these Articles.

REDUCTION AND CANCELLATION OF CAPITAL

56 **Reduction of capital**

The Company may from time to time by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any manner authorised, and with and subject to any incident prescribed or allowed, by the Statutes and the rights attached to existing shares.

57 **Cancellation of capital**

The Company may by ordinary resolution cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the nominal value of the shares so cancelled.

PURCHASE OF OWN SHARES

58 **Company may purchase own shares**

The Company may purchase its own shares (including any redeemable shares) but so that no such purchase shall take place save in accordance with the Statutes.

GENERAL MEETINGS

59 **When annual general meetings to be held**

A general meeting shall be held in every year as the annual general meeting of the Company (and specified as such in the notice convening the meeting), at such time

(within a period of not more than fifteen months after the holding of the last preceding annual general meeting) and place as may be determined by the Directors. The general meetings referred to in this Article 59 shall be called annual general meetings. All other general meetings shall be called extraordinary general meetings.

60 **When extraordinary general meetings to be called**

The Directors may call an extraordinary general meeting whenever they think fit and shall in any event do so when and in the manner required by the Act. Extraordinary general meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by the Statutes. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum for a meeting of the Directors, any Director or any two members of the Company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which general meetings may be convened by the Directors and the Company at such meeting shall have the power to elect Directors.

NOTICE OF GENERAL MEETINGS

61 **Notice of meetings**

An annual general meeting and an extraordinary general meeting called for the passing of a special resolution shall be called by not less than twenty one days' notice in writing and all other extraordinary general meetings shall be called by not less than fourteen days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and hour of meeting and, in case of special business, the general nature of such business. The notice shall be given to the members (other than those who, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive notice from the Company), to the Directors and to the Auditors. A notice calling an annual general meeting shall specify the meeting as such and the notice convening a meeting to pass a special resolution or an extraordinary resolution as the case may be shall specify the intention to propose the resolution as such.

For the purposes of this article, a notice shall be treated as being served on a member where the Company and member have agreed to the member having access to the notice on a website and the member has been notified that the notice has been published on a website, the address of the website and the location on the website of the notice and how it may be accessed.

62 **Omission to send notice**

The accidental omission to give notice of a meeting or to send an appointment of proxy with a notice to a person entitled to receive the same when so required or the non receipt of a notice or appointment of proxy by any such person shall not invalidate the convening of or the proceedings at that meeting.

63 **Meetings at short notice**

A general meeting shall, notwithstanding that it is called by shorter notice than that specified in Article 61, be deemed to have been duly called if it is so agreed by such members as are prescribed in that behalf by the Statutes.

64 **Proxies**

In every notice calling a meeting of the Company or of any class of the members of the Company, there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and, on a poll, vote instead of him, and that a proxy need not also be a member.

BUSINESS OF GENERAL MEETINGS

65 Business of annual general meeting

The business of an annual general meeting shall be:

- 65.1 to receive and consider the profit and loss account, the balance sheet and reports of the Directors and of the Auditors, and the documents required by law to be annexed to the balance sheet;
- 65.2 to elect or re-elect Directors and officers in the place of those retiring by rotation or otherwise or ceasing to hold office pursuant to Article 92 and to fix their remuneration if required;
- 65.3 to declare dividends;
- 65.4 to appoint the Auditors (when special notice of the resolution for such appointment is not required by the Statutes) and to fix, or determine the manner of the fixing of their remuneration;
- 65.5 to confer, vary or renew the authority of the Directors required by section 80 of the Act in relation to the allotment of shares or any power pursuant to section 95 of the Act.

All other business transacted at an annual general meeting unless specifically stated otherwise in these Articles and all business transacted at an extraordinary general meeting shall be deemed special.

66 Special notice of a resolution

Where by any provision contained in the Statutes special notice is required of a resolution, the resolution shall not be effective unless notice of the intention to move it has been given to the Company not less than twenty eight days (or such shorter period as the Statutes permit) before the meeting at which it is moved, and the Company shall give to its members, subject as provided in these Articles, notice of any such resolution as required by the Statutes.

PROCEEDINGS AT GENERAL MEETINGS

67 Quorum

Subject to the provisions of Article 68 in respect of adjourned meetings, for all purposes the quorum for a general meeting shall be not less than two members present in person or by proxy and entitled to vote. No business shall be transacted at any general meeting unless the requisite quorum shall be present when the meeting proceeds to business. The appointment of a chairman in accordance with the provisions of these Articles shall not be treated as part of the business of the meeting.

68 Proceedings if quorum not present

If within thirty minutes from the time appointed for the meeting a quorum is not present, the meeting, if convened by or upon the requisition of members, shall be dissolved. In any other case, it shall stand adjourned to such day and to such time and place as the chairman (or, in default, the Board) shall appoint. At any such adjourned meeting, the member or members present in person or by proxy and entitled to vote

shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place.

69 **Chairman**

The chairman (if any) of the Board or, in his absence, the deputy chairman (if any) shall preside as chairman at every general meeting of the Company. If there is no such chairman or deputy chairman, or if at any meeting neither is present within fifteen minutes after the time appointed for holding the meeting or neither is willing to act, the Directors present shall select one of their number to be chairman failing which the members present and entitled to vote shall choose one of their number to be chairman.

70 **Power to adjourn meetings**

70.1 The chairman of the meeting may, with the consent of the meeting (and shall, if so directed by the meeting) adjourn any meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

70.2 Without prejudice to any other power which he may have under the provisions of these Articles or at common law, the chairman of the meeting may, without the consent of the meeting, interrupt or adjourn a meeting from time to time and from place to place or for an indefinite period if he decides that it has become necessary to do so in order to:

70.2.1 seize the proper and orderly conduct of the meeting; or

70.2.2 give all persons entitled to do so a reasonable opportunity of speaking and voting at the meeting; or

70.2.3 ensure that the business of the meeting is properly disposed of.

71 **When notice of adjourned meeting to be given**

Whenever a meeting is adjourned for twenty eight days or more or sine die, not less than seven clear days' notice in writing specifying the place, the day and hour of the adjourned meeting shall be given to the members, the Directors and the Auditors, but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting. Save as aforesaid, it shall not be necessary to give any notice of any adjourned meeting.

72 **Accommodation of members at meeting**

If it appears to the chairman of the meeting that the meeting place specified in the notice convening the meeting is inadequate to accommodate all members entitled and wishing to attend, the meeting is duly constituted and its proceedings valid if the chairman is satisfied that adequate facilities are available to ensure that a member who is unable to be accommodated is able to:

72.1 participate in the business for which the meeting has been convened; and

72.2 hear and see all persons present who speak (whether by the use of microphones, loud-speakers, audio-visual communications equipment or otherwise), whether in the meeting place or elsewhere; and

72.3 be heard and seen by all other persons present in the same way.

73 **Security**

The Board may make any arrangement and impose any restriction it considers appropriate to ensure the security of a meeting including, without limitation, the searching of a person attending the meeting and the restriction of the items of personal property that may be taken into the meeting place. The Board is entitled to refuse entry to a meeting to a person who refuses to comply with these arrangements or restrictions.

74 **Demand for poll**

At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

- 74.1 the chairman of the meeting; or
- 74.2 not less than five members present in person or by proxy and entitled to attend and vote at the meeting; or
- 74.3 the Lead Investors or a member or members present in person or by proxy and representing in aggregate not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
- 74.4 a member or members present in person or by proxy and holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid equal to not less than one tenth of the total sum paid up on all the shares conferring that right.

A demand for a poll may be withdrawn but only with consent of the chairman. A demand withdrawn in this way validates the result of a show of hands declared before the demand is made.

75 **Evidence of passing of resolution**

Unless a poll is demanded and the demand is not withdrawn, a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the minute book, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded for or against such resolution. If a poll is demanded, it shall be taken in such manner (including the use of ballot or voting papers or tickets) as the chairman of the meeting may direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairman of the meeting may (and, if so directed by the meeting, shall) appoint scrutineers, who need not be members, and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

76 **Casting vote**

In the case of an equality of votes, the chairman shall, both on a show of hands and on a poll have a casting vote in addition to the votes to which he may be entitled as a member.

77 **Poll demanded by proxy**

A valid appointment of a proxy shall be deemed (unless the contrary is stated in it) to confer authority to demand or join in demanding a poll and, for the purposes of Article 74 a demand by a proxy for a member or other person entitled to vote shall be deemed to be a demand by that member or other person.

78 **How poll to be taken**

A poll demanded on the election of a chairman of a general meeting or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than thirty days from the date of the meeting) and place as the chairman of the meeting may direct. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is announced. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

VOTING

79 **Votes of members**

Subject to any special terms as to voting upon which any shares may have been issued or may for the time being be held or a suspension or abrogation of voting rights pursuant to these Articles (including but not limited to the terms set out in Article 8A), every member present in person shall upon a show of hands have one vote and every member present in person or by proxy shall upon a poll have one vote for every share of which he is holder. A member in respect of whom an order has been made by a court or official having jurisdiction (whether in the United Kingdom or elsewhere) that he is or may be suffering from mental disorder or is otherwise incapable of running his affairs may vote, whether on a show of hands or on a poll, by his guardian, receiver, curator bonis or other person authorised for that purpose and appointed by the court. A guardian, receiver, curator bonis or such other person may, on a poll, vote by proxy if evidence (to the satisfaction of the Board) of the authority of the person claiming to exercise the right to vote is deposited at the Office (or at another place specified in accordance with these Articles for the deposit of instruments of proxy) within the time limits prescribed by these Articles for the deposit of instruments of proxy for use at the meeting, adjourned meeting or poll at which the right to vote is to be exercised.

80 **Joint owners**

If two or more persons are jointly entitled to shares for the time being conferring a right to vote, any one of such persons may vote at any meeting, either personally or by proxy, in respect thereof as if he were solely entitled thereto and, if more than one of such joint holders be present at any meeting, either personally or by proxy, the member whose name stands first on the Register as one of the holders of such shares, and no other, shall be entitled to vote in respect of the same.

81 **When members not to vote**

81.1 No member shall, unless the Directors otherwise determine, be entitled to be present or to vote, either in person or by proxy, at any general meeting or at a separate meeting of the holders of any class of shares or upon any poll or to exercise any privilege as a member in relation to meetings of the Company in respect of any shares held by him (**Relevant Shares**) if either:

81.1.1 any calls or other moneys due and payable in respect of the Relevant Shares remain unpaid; or

81.1.2 he or any other person appearing to be interested in any Relevant Shares (**Other Person**) has been duly served, pursuant to any provision of the Statutes concerning the disclosure of interests in voting shares, with a notice (a **Statutory Notice**) lawfully requiring the provision to the Company (within such period (not being less than fourteen days) after service of the Statutory Notice as is specified in such notice) of information regarding any of such

Relevant Shares and he or such Other Person is in default in complying with the Statutory Notice.

For the purposes of Article 81.1.2, a person shall be treated as appearing to be interested in any shares if the member holding such shares has given to the Company a notification pursuant to a Statutory Notice which fails to establish the identity of the person or persons interested in such shares and if (after taking into account such notification and any other relevant notification) the Company knows or has reasonable cause to believe that the person in question is or may be interested in such shares.

81.2 The prohibitions on transfer referred to in Article 38.2 and on attendance and voting at any general meeting and on exercising any privilege as described in Article 81.1 shall cease to apply in respect of the circumstances described in Article 81.1.2 upon the expiry of seven days after the earlier of:

81.2.1 receipt by the Company of notification that the Relevant Shares have been transferred pursuant to a Permitted Sale; and

81.2.2 due compliance, to the Company's satisfaction, with the Statutory Notice.

For these purposes, **Permitted Sale** means a sale of all the Relevant Shares to a bona fide third party who is not connected with the member concerned or any Other Person, being a sale which is effected through the London Stock Exchange, through an overseas investment exchange (as defined in section 313 of the Financial Services and Markets Act 2000) or by acceptance of a takeover offer (as defined in section 48 of the Act).

82 **Votes may be given personally or by proxy**

On a poll, votes may be given personally or by proxy and a member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses the same way.

83 **Appointment of proxy**

The appointment of a proxy shall be in the usual form, or such other form as shall be approved by the Directors, under the hand of the appointor or his duly authorised attorney or, if such appointor is a corporation, under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation. A proxy need not be a member of the Company. A member may appoint more than one proxy to attend on the same occasion. Deposit of an appointment of proxy shall not preclude a member from attending and voting in person at the meeting or any adjournment thereof or on a poll.

84 **Deposit of proxy forms**

In the case of an appointment of a proxy in writing, the appointment together with the power of attorney (if any) or other authority under which it is signed, or a notarially certified copy thereof, shall be deposited at the Office, or at such other place as is specified for that purpose in any instrument of proxy sent by the Company in relation to the meeting, not less than forty eight hours before the time for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote and, in default thereof, such instrument shall not be treated as valid.

In the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications in the notice convening the meeting, or in any form of proxy sent out by the Company in relation to the meeting, the appointment shall be received at such address not less than forty eight hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote.

85 **Validity of proxy form**

The appointment of a proxy shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting to which it relates. No appointment of a proxy shall be valid after the expiry of twelve months from the date of its execution. When two or more appointments of a proxy are deposited, delivered or received by the Company in respect of the same shareholding and the same meeting, then only the appointment bearing the latest date shall be valid. Where two or more such appointments bear the same date, only the latest to be deposited, delivered or received by the Company shall be accepted as the valid instrument of proxy provided that, if the Company is unable to determine which appointment was last deposited, delivered or received, then none shall be treated as valid.

86 **When votes by proxy valid though authority revoked**

A vote given in accordance with the terms of an appointment of proxy shall be valid notwithstanding the previous death or incapacity of the principal or revocation of the appointment of proxy or the authority under which it was executed or transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, incapacity, revocation or transfer shall have been received at the Office (or such other place as is specified for depositing the appointment of proxy or, where the appointment of the proxy was contained in an electronic communication, at the address at which the appointment was duly received) before the time for holding the meeting or adjourned meeting or the holding of a poll subsequently thereto at which such vote is given.

87 **Corporations acting by representatives**

Any corporation which is a member of the Company may, by resolution of its directors or other governing body, authorise any person to act as its representative at any meetings of the Company or of any class of members thereof. Such representative shall be entitled to exercise the same powers on behalf of the corporation which he represents as if he had been an individual shareholder, including power, when personally present, to vote on a show of hands. The Directors may, but shall not be bound to, require evidence of the authority of any person purporting to act as the representative of any such corporation.

88 **Objections to and error in voting**

No objection may be made to the qualification of a voter or to the counting of, or failure to count, a vote, except at the meeting or adjourned meeting at which the vote objected to is tendered or at which the error occurs. An objection properly made shall be referred to the chairman of the meeting and only invalidates the result of the voting if, in the opinion of the chairman of the meeting, it is of sufficient magnitude to affect the decision of the meeting. The decision of the chairman of the meeting is conclusive and binding on all concerned.

89 **Amendments to resolutions**

If an amendment proposed to a resolution under consideration is ruled out of order by the chairman of the meeting in good faith the proceedings on the substantive resolution are not invalidated by an error in his ruling.

90 **Members' written resolutions**

A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present is as effective as if it had been passed at a general meeting duly convened and

held. The resolution in writing may consist of several instruments in the same form each duly executed by or on behalf of one or more members. If the resolution in writing is described as a special resolution or as an extraordinary resolution, it has effect accordingly.

CLASS MEETINGS

91 **Proceedings at meetings of classes of members**

Any meeting for the purposes of Article 8 shall be convened and conducted in all respects as nearly as possible in the same way as an extraordinary general meeting of the Company, provided that (i) no member, not being a Director, shall be entitled to notice thereof or to attend thereat unless he is a holder of shares of the class the rights or privileges attached to which are intended to be varied or abrogated by the resolution, (ii) no vote shall be given except in respect of a share of that class, (iii) the quorum at any such meeting shall be two persons at least present holding or representing by proxy at least one-third in nominal value of the issued shares of the class and, at an adjourned meeting, one person holding shares of the class in question present in person or his proxy and (iv) a poll may be demanded by any member present in person or by proxy and entitled to vote at the meeting and, on a poll, each member has one vote for every share of that class of which he is the holder.

DIRECTORS AND OTHER OFFICERS

92 **Number of Directors**

Unless and until otherwise determined by the Company in general meeting, the number of Directors shall not be less than 2 and, unless and until otherwise determined as aforesaid, the maximum number of Directors shall be 9. The continuing Directors may act notwithstanding any vacancy in their body, provided that if the number of the Directors be less than the prescribed minimum the remaining Directors shall forthwith appoint an additional Director or additional Directors to make up such minimum or shall convene a general meeting of the Company for the purpose of making such appointment. If there be no Director or Directors able or willing to act, then any two members may summon a general meeting for the purpose of appointing Directors. Any additional Director so appointed shall (subject to the provisions of the Statutes and these Articles) hold office only until the dissolution of the annual general meeting of the Company next following such appointment unless he is reselected during such meeting and he shall not retire by rotation at such meeting or be taken into account in determining the rotation of retirement of Directors at such meeting.

93 **Fees of Directors**

There shall be paid out of the funds of the Company by way of remuneration of directors who are not managing or executive directors appointed under Article 95 fees at such rates as the Directors may from time to time determine provided that such fees do not in aggregate exceed a sum determined from time to time by the Remuneration Committee of the Board or such other figure as the Company may in general meeting from time to time determine. Such fees shall be divided among such Directors in such proportion or manner as may be determined by the Directors and, in default of determination, equally. A fee payable to a Director pursuant to this Article is distinct from any salary, remuneration or other amount payable to him pursuant to other provisions of these Articles and accrues from day to day.

94 **Travelling and hotel expenses and special remuneration**

The Directors (including any alternate Directors) shall be entitled to be repaid all reasonable travelling, hotel and other expenses properly incurred by them in respect of or about the performance of their duties as Directors including any expenses incurred in

attending meetings of the Board or of committees of the Board or general meetings **PROVIDED THAT** if a Director or alternate Director is required to undertake any travel by aeroplane in the performance of his duties or in attending such meetings then the costs of any such aeroplane travel shall not be considered reasonable to the extent that they exceed the cost of Club Class tickets. If, in the opinion of the Directors, it is desirable that any of their number should go or reside abroad, make any special journeys or otherwise perform any special services on behalf of the Company or its business, such Director or Directors may be paid such reasonable additional remuneration (whether by way of fees, salary, percentage of profits or otherwise) and expenses therefor as the Directors may from time to time determine.

95 **Qualification of Directors and attendance at General Meetings and separate General Meetings**

A Director shall not be required to hold any shares in the Company by way of qualification. A Director who is not a member of the Company shall be entitled to receive notice of and attend and speak at all general meetings of the Company and at all separate general meetings of the holders of any class of shares in the capital of the Company.

96 **Directors' power to fill casual vacancies**

Without prejudice to the power of the Company pursuant to these Articles, the Directors shall have power at any time to appoint any person either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not exceed any maximum number fixed in accordance with these Articles. Subject to the provisions of the Statutes and of these Articles, any Director so appointed shall hold office only until the dissolution of the annual general meeting of the Company next following such appointment unless he is re-elected during such meeting, and he shall not retire by rotation at such meeting or be taken into account in determining the rotation of retirement of Directors at such meeting. The second sentence of this Article 96 shall not apply to the Investor Director.

ALTERNATE DIRECTORS

97 **Appointment and revocation**

Any Director (other than an alternate Director) may by writing under his hand appoint (i) any other Director or (ii) any other person who is approved by the Board as hereinafter provided to be his alternate. Every such alternate shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notices of all meetings of the Directors and all committees of the Board of which his appointor is a member and, in the absence from the Board of the Director appointing him, to attend and vote at meetings of the Directors, and to exercise all the powers, rights, duties and authorities of the Director appointing him. No appointment of a person other than a Director shall be operative unless and until the approval of the Board by a majority consisting of not less than two-thirds of the whole Board (which shall, for these purposes, exclude the Director proposing to make the appointment) shall have been given. A Director may at any time revoke the appointment of an alternate appointed by him and, subject to such approval as aforesaid where requisite, appoint another person in his place. If a Director shall die or cease to hold the office of Director, the appointment of his alternate shall thereupon cease and determine, provided always that if, any Director retires but is re-elected at the meeting at which such retirement took effect, any appointment made by him pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his re-election as if he had not so retired. The appointment of an alternate director shall cease and determine on the happening (in relation to him) of any of those events described in Articles 117.1 to 117.4. An alternate Director need not hold a share qualification and shall not be counted in reckoning any maximum number

of Directors allowed by these Articles for the time being. A Director acting as alternate shall have an additional vote at meetings of Directors for each Director for whom he acts as alternate but he shall count as only one for the purpose of determining whether a quorum is present. Notwithstanding any other provision contained in this Article 97, the appointment of an alternate director by a Director other than the Investor Director shall not take effect unless made in accordance with the terms of the Investment Agreement.

98 **Alternate to be responsible for his own acts**

Every person acting as an alternate Director shall be an officer of the Company and shall alone be responsible to the Company for his own acts and defaults. He shall not be deemed to be the agent of or for the Director appointing him.

99 **Remuneration of alternate**

An alternate Director is not entitled to a fee from the Company for his services as an alternate Director. The remuneration of any such alternate Director shall be payable out of the remuneration payable to the Director appointing him, and shall consist of such portion (if any) of the last mentioned remuneration as shall be agreed between the alternate and the Director appointing him.

MANAGING AND EXECUTIVE DIRECTORS

100 **Appointment**

Subject to the provisions of the Statutes, the Directors may from time to time appoint one or more of their body to be executive chairman or chief executive or joint chief executive, managing director or joint managing director of the Company or any one or more of such offices or to hold such other executive office in relation to the management of the business of the Company as they may decide either for a fixed term or without any limitation as to the period for which he or they is or are to hold such office, and may, from time to time (subject to the provisions of any service contract between him and the Company and without prejudice to any claim he may have for compensation or damages for breach of any such service contract) remove or dismiss him or them from such office and appoint another or others in his or their place or places.

101 **Remuneration of Directors**

The salary or remuneration of any executive chairman, chief executive, joint chief executive, managing director, joint managing director or executive Director of the Company shall, subject as provided in any contract, be such as the Directors may from time to time determine, and may either be a fixed sum of money, or may altogether or in part be governed by the business done or profits made, or may include the making of provision for the payment to him, his widow or other dependants, of a pension on retirement from the office or employment to which he is appointed and for the participation in pension, health insurance and life assurance benefits, or may be upon such other terms as the Directors determine.

102 **Powers**

The Directors may from time to time entrust to and confer upon an executive chairman, chief executive, joint chief executive, managing director, joint managing director or executive Director for the time being such of the powers exercisable under these Articles by the Directors (other than power to make calls or forfeit shares) as they may think fit, and may confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions

as they may think expedient. The Directors may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf and may from time to time increase, revoke, withdraw, alter or vary all or any of such powers.

POWERS AND DUTIES OF DIRECTORS

103 Directors to manage and control the business of the Company

The business of the Company shall be managed by the Directors who, in addition to the powers and authorities by these Articles or otherwise expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company and as are not by the Statutes or by these Articles required to be exercised or done by the Company in general meeting, subject nevertheless to such directions (being not inconsistent with any provisions of these Articles or of the Statutes) as may be given by the Company in general meeting. No direction given by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if such direction had not been given. The provisions contained in these Articles as to any specific power of the Directors shall not be deemed to abridge, limit or restrict the general powers hereby given.

104 Directors power to award pensions

104.1 The Directors may establish or concur or join with other companies (being subsidiary undertakings of the Company or companies with which it is associated in business) in establishing and making contributions out of the Company's moneys to any schemes or funds for providing pensions, annuities, sickness or compassionate allowances, life assurance benefits, donations, gratuities or other benefits for employees (which expression as used in this Article 104 shall include any Director who may hold or have held any office or place of profit) and ex-employees of the Company and of any such other companies and their wives, widows, relatives, families or dependants, or any class or classes of such persons.

104.2 The Directors may pay, enter into agreements to pay or make grants revocable or irrevocable (and either subject or not subject to any terms or conditions) of pensions or other retirement, superannuation, death or disability benefits to Directors, employees and ex-employees and their wives, widows, relatives, families or dependants, or to any of such persons, including pensions or benefits additional to those, if any, to which such Directors, employees or ex-employees or any such persons are or may become entitled under any such scheme or fund as aforementioned. Any such pension or benefit may, as the Directors consider desirable, be granted to an employee either before and in anticipation of or upon or at any time after his actual retirement.

104.3 The Directors may also procure the establishment and subsidy of or subscription to and support of any institutions, associations, clubs, funds or trusts calculated to be for the benefit of any such persons as aforesaid or otherwise to advance the interests and well-being of the Company or of any such other company as aforesaid, or its members, and payments for or towards the insurance of any such person as aforesaid, and subscriptions or guarantees of money for charities, educational or benevolent objects or for any exhibition or for any public, general or useful object.

104.4 The Directors may also sanction the exercise of any power conferred upon the Company by section 719 of the Act.

105 Director may hold office of profit under and may contract with Company

- 105.1 A Director may hold any other office or place of profit in the Company except that of Auditor (either himself or any firm in which he is interested) in conjunction with the office of Director and may act by himself or through his firm in a professional capacity to the Company and, in any such case, on such terms as to remuneration and otherwise as the Directors may arrange. Any such remuneration shall be in addition to any remuneration provided for by any other provision of these Articles. No Director shall be disqualified by his office from entering into any contract, arrangement, transaction or proposal with the Company either in regard to such other office or place of profit or acting in a professional capacity for the Company or as seller, purchaser or otherwise. Subject to the provisions of the Statutes and save as therein provided, no such contract, arrangement, transaction or proposal entered into by or on behalf of the Company in which any Director or person connected with him is in any way interested, whether directly or indirectly, shall be avoided, nor shall any Director who enters into any such contract, arrangement, transaction or proposal or who is so interested be liable to account to the Company for any profit realised by any such contract, arrangement, transaction or proposal by reason of such Director holding that office or of the fiduciary relationship thereby established provided that the nature and extent of his interest has been disclosed by him in accordance with the provisions of the Statutes.
- 105.2 Save as herein provided, a Director shall not vote in respect of any contract, arrangement, transaction or proposed contract, transaction or arrangement or any other proposal whatever in which he (together with any person connected with him) has any material interest otherwise than by virtue of his interests in shares or debentures or other securities of or otherwise in or through the Company. This Article 105.2 shall not apply to the Investor Director and he shall be free to vote in respect of any such contract, arrangement, transaction or proposal contract, transaction or arrangement or any such proposed whatever in which he (together with any person connected with him) has any material interest.
- 105.3 A Director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters, namely:
- 105.3.1 the giving of any security, guarantee or indemnity to him in respect of money lent or obligations incurred by him, or any other person, at the request of or for the benefit of the Company or any of its subsidiary undertakings;
 - 105.3.2 the giving of any security, guarantee or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part either alone or jointly with others, under a guarantee or indemnity or by the giving of security;
 - 105.3.3 any proposal, contract, arrangement or transaction concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiary undertakings for subscription or purchase in which offer he is or may be entitled to participate as a holder of securities or is to be interested as a participant in the underwriting or sub-underwriting thereof;
 - 105.3.4 any contract, arrangement, transaction or other proposal concerning any other company in which he is interested, directly or indirectly and whether as an officer or member or otherwise howsoever provided that he (together with any person connected (within the meaning of section 346 of the Act) with him) is not the holder of or interested (as that term is used in Sections 198-211 of the Act) in 1% (one per cent.) or more of any class of the equity share capital of such company (or of any third company through which his interest is derived) or of the voting rights available to members of the relevant

company (any such interest being deemed for the purpose of this Article 105 to be a material interest in all circumstances);

105.3.5 any contract, arrangement, transaction or other proposal concerning the adoption, modification or operation of a pension, superannuation or similar fund or scheme, a retirement, death or disability benefits fund or scheme or an employees' share scheme which has been approved by or is subject to and conditional upon approval by the Board of the Inland Revenue for taxation purposes or does not accord to any Director as such any privilege or benefit not awarded to the employees to which such fund or scheme relates;

105.3.6 any proposal concerning the grant, purchase and/or maintenance of any insurance for the benefit of Directors or for the benefit of persons including Directors.

105.4 A Director shall not vote or be counted in the quorum on any resolution concerning his own appointment as the holder of any office or place of profit with the Company or any company in which the Company is interested (including, without limitation, fixing or varying the terms of his appointment or the termination or extension thereof). This Article 105.4 shall not apply to the Investor Director who shall be free to vote and count in the quorum on any resolution concerning his appointment as the holder of any office or place of profit with the Company or any company in which the Company is interested (including, without limitation, fixing or varying the terms of his appointment or the termination or extension thereof).

105.5 Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any company in which the Company is interested, such proposals shall be divided and considered in relation to each Director separately and, in such cases, each of the Directors concerned (if not debarred from voting under any other provision of this Article 105) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment save that an Investor Director shall be entitled to vote (and be counted in the quorum) in respect of each resolution concerning his appointment.

105.6 If any question shall arise at any meeting as to the materiality of a Director's interest or as to the entitlement of any Director to vote or be counted in a quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, such question shall be referred to the chairman of the meeting and his ruling in relation to any Director (other than himself) shall be final and conclusive except in a case where the nature or extent of the interests of the Director concerned have not been fairly disclosed. In the event any such question is referred to the chairman as aforesaid and if the chairman is the Director in question, the other Directors shall appoint one of their number to be chairman for the purpose of such reference only.

105.7 Subject to the provisions of the Statutes, the Company may by ordinary resolution suspend or relax the provisions of this Article 105 to any extent or ratify any transaction not duly authorised by reason of a contravention of this Article 105.

105.8 For the purpose of this Article 105, an interest of a person who is, for the purposes of the Act connected with a Director shall be treated as such Director's interest and, in relation to an alternate Director, an interest of his appointor shall be treated as that such alternate's interest. This Article applies to an alternate Director as if he were a Director otherwise appointed.

106 **Exercise of voting powers**

The Directors may exercise the voting powers conferred by the shares in any other

company held or owned by the Company or exercisable by them as directors of such other company in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them as directors or other officers or employees of such company or voting or providing for the payment of remuneration to such officers or employees).

107 **Directors may join boards of other companies**

A Director may continue or become a director or other officer, employee or member of any company promoted by the Company or in which it may be interested as a seller, shareholder or otherwise, and no such Director shall be accountable for any remuneration or other benefits derived as a director or other officer, employee or member of such company.

108 **Power to authorise signatures and acceptances**

All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.

109 **Overseas branch register**

The Directors may exercise the powers conferred upon the Company by section 362 of the Act with regard to the keeping of an overseas branch register and the Directors may (subject to the provisions of that section) make and vary such regulations as they may think fit respecting the keeping of any such register.

CHAIRMAN

110 **Chairman**

The Directors may from time to time appoint a Chairman of the Company (who need not be a Director) and may determine his remuneration and the period for which he is to hold office. It shall be the duty of the Chairman to advise the Directors on such matters as he or they may deem to be of interest to the Company. The Chairman shall not by virtue of his office as such have any powers or duties in relation to the management of the business of the Company and shall not by virtue of his office as such be a Director. Any appointment pursuant to this Article 110 may be terminated by the Directors or by ordinary resolution of the Company.

LOCAL MANAGEMENT

111 The Directors may from time to time provide for the management and transaction of the affairs of the Company in any specified locality, whether at home or abroad, in such manner as they think fit, and the provisions contained in the remainder of this Article 111 shall be without prejudice to the general powers conferred by this Article 111:

111.1 **Local board and delegation of powers**

The Directors from time to time, and at any time, may establish any local or divisional boards or agencies for managing any of the affairs of the Company in any specified locality, and may appoint any persons to be members of such local or divisional board or agency, or any managers or agents, and may fix their remuneration. The Directors from time to time, and at any time, may delegate to any person so appointed any of the powers, authorities, and discretions for the time being vested in the Directors, other than the power of making calls or forfeiting shares, and may authorise the members for the time being of any such local or divisional board or agency, or any of them, to fill up the vacancies therein, and to act notwithstanding vacancies. Any such appointment or

delegation may be made on such terms and subject to such conditions as the Directors may think fit, and the Directors may at any time remove any person so appointed, and may annul or vary any such delegation provided that no person dealing in good faith and without notice of the variation or annulment shall be affected by it. Any person so appointed to any local or divisional board or agency shall not by reason only of such appointment be entitled to attend or vote at meetings of the Directors.

111.2 Power to appoint attorney

The Directors may at any time and from time to time by power of attorney appoint any person or persons to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and on such terms and subject to such conditions as the Directors may from time to time think fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney or attorneys as the Directors may think fit. The Directors may at any time revoke or alter the terms and conditions of the appointment.

111.3 Sub-delegation of powers

Any such delegates or attorneys as aforesaid may be authorised by the Directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them.

BORROWING POWERS

112 **Power to borrow money**

112.1 Subject to the following provisions of this Article, the Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and assets both present and future and uncalled capital, or any part thereof, and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or its parent undertaking (if any) or any subsidiary undertaking of the Company or of any third party.

The Directors shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary undertakings so as to secure (as regards subsidiary undertakings so far as by such exercise they can secure) that the aggregate amount at any one time owing by the Group (being the Company and all its subsidiary undertakings from time to time) in respect of moneys borrowed, exclusive of moneys borrowed by the Company or any of its subsidiary undertakings from any other of such companies, shall not at any time, without the previous sanction of the Company in general meeting, exceed £10,000,000.

112.2 A report by the Auditors as to the aggregate amount which may at any one time in accordance with the provisions of Article 112.2 be owing by the Company and its subsidiaries without such sanction as aforesaid shall be conclusive in favour of the Company and all persons dealing with the Company. In addition and for the purposes of this Article 112, the Board may act in reliance on a bona fide estimate as to the aggregate amount which may at any one time in accordance with the provisions of Article 112.2 be owing by the Company and its subsidiaries without such sanction as aforesaid and, if in consequence the borrowing limit imposed by this Article 112 is inadvertently exceeded, the amount of moneys borrowed equal to the excess may be disregarded until the expiration of 28 days after the day on which (by reason of the determination of the Auditors or otherwise) the Board became aware that such a situation has or may have arisen.

112.3 When the aggregate amount of borrowings required to be taken into account for the purposes of this Article 112 on any particular day is being ascertained, any of such moneys denominated or repayable in a currency other than sterling shall be converted for the purpose of calculating the sterling equivalent either:-at the rate of exchange prevailing on that day in London provided that all but not some only of such moneys shall be converted at the rate of exchange prevailing in London six months before such day if thereby such aggregate amount would be less (and so that for this purpose the rate of exchange shall be taken as the middle market rate as at the close of business); or where the repayment of such moneys is expressly covered by a forward purchase contract currency option, back to back loan, swap or other arrangements taken out or entered into to reduce the risk associated with fluctuations in exchange rates, at the rate of exchange specified therein.

112.4 No debt incurred or security given in respect of moneys borrowed or to be taken into account as moneys borrowed in excess of the limit hereby imposed shall be invalid or ineffectual except in the case of express notice to the lender or recipient of the security at the time when the debt was incurred or security given that the limit hereby imposed had been or would thereby be exceeded. No lender or person dealing with the Company shall be concerned to see or enquire whether such limit is observed.

113 **Mode of borrowing**

Subject as provided in Article 112, the Directors may exercise all the powers of the Company to borrow or raise money upon or by the issue or sale of any bonds, debentures or securities, and upon such terms as to time of repayment, rate of interest, price of issue or sale. payment of premium or bonus upon redemption or repayment or otherwise as they may think proper, including a right for the holders of bonds, debentures or securities to exchange the same for shares in the Company of any class authorised to be issued.

114 **Security for payment of moneys borrowed or raised**

Subject as provided in Article 112, the Directors may secure or provide for the payment of any moneys to be borrowed or raised by a mortgage of or charge upon an or any part of the undertaking, property or assets of the Company, both present and future, and upon any capital remaining unpaid upon the shares of the Company whether called up or not, or by any other security, and the Directors may confer upon any mortgagee, chargee or person in whom any debenture or security is vested such rights and powers as they think necessary or expedient. The Directors may vest any property or assets of the Company in trustees for the purpose of securing any moneys so borrowed or raised and confer upon the trustees or any receiver to be appointed by them or by any debenture-holder such rights and powers as the Directors may think necessary or expedient in relation to the undertaking, property or assets of the Company so vested or the management or the realisation thereof or the making, receiving, or enforcing of calls upon the members in respect of unpaid capital, and otherwise. The Directors may make and issue debentures to trustees for the purpose of further security, and any such trustees may be remunerated.

115 **Security for payment of monies**

The Directors may give security for the payment of moneys payable by the Company in like manner as for the payment of moneys borrowed or raised, but in such case the amount shall for the purposes of the limit in Article 112 be reckoned as part of the moneys borrowed.

116 **Inspection of Register of Charges**

The Directors shall keep a register of charges in accordance with the Act and the fee to be paid by any person other than a creditor or member of the Company for each

inspection of the register of charges to be kept under the Act shall be such fee as is laid down by the Act or, failing which, decided by the Board.

DISQUALIFICATION OF DIRECTORS

117 Office of Director to be vacated

The office of a Director shall be vacated:

- 117.1 if (not being a person holding for a fixed term an executive office if he resigns by writing under his hand left at the Office or if (being such a person) he tenders his resignation and the Directors resolve to accept the same; or
- 117.2 if he ceases to be a Director by virtue of any provision of the Statutes or becomes prohibited by law or by order of a court of competent jurisdiction from being a Director; or
- 117.3 if he becomes bankrupt or has a receiving order (or any analogous order under the corresponding legislation in any jurisdiction) made against him or makes an arrangement or compounds with his creditors generally or applies to the court for an interim order under section 253 of the Insolvency Act 1986 in connection with a voluntary arrangement under that Act or makes any similar application under analogous proceedings in another jurisdiction; or
- 117.4 if an order is made by any court of competent jurisdiction on the ground (however formulated) of mental disorder for his detention or for the appointment of a guardian or receiver or curator bonis or other person to exercise powers with respect to his affairs or he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, under the Mental Health (Scotland) Act 1984 or under any applicable, analogous legislation in any other jurisdiction and the Directors resolve that his office be vacated; or
- 117.5 if (not having leave of absence from the Directors) he or his alternate (if any) fail to attend the meetings of the Directors for six successive months unless prevented by illness, unavoidable accident or other cause which may seem to the Directors to be sufficient and the Directors resolve that his office be vacated; or
- 117.6 if he is requested to resign by notice in writing addressed to him at his address as shown in the register of Directors and signed by all the other Directors (without prejudice to any claims for damages which he may have for breach of any contract between him and the Company or any of its subsidiary undertakings) and, for this purpose, a set of like notices each signed by one or more of the Directors shall be as effective as a single notice signed by the requisite number of Directors; or
- 117.7 if he is removed from office in accordance with the provisions of the Act or these Articles.

Any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice shall have been served upon the Company or an entry shall have been made in the Directors' minute book stating that such Director has ceased to be a Director.

RETIREMENT, ELECTION AND APPOINTMENT OF DIRECTORS

118 Rotation and retirement of Directors

At each annual general meeting, one-third of the Directors who are subject to retirement by rotation and in office at the opening of business on the date of the notice calling the relevant annual general meeting or, if their number is not three or a multiple

of three, then the number nearest to but not exceeding one-third, or if their number is less than three then one of them, shall retire from office. A Director retiring at a meeting shall retain office until the dissolution of such meeting.

119 **Which Director to retire**

The Directors to retire at each annual general meeting shall include such of the Directors referred to in Article 118 who wish to retire and not offer themselves for re-election (if any) together with, to the extent that the number of such Directors is insufficient to meet the number required to retire under Article 118, such of the Directors who have been longest in office as are necessary to meet such number. As between two or more who have been in office an equal length of time, the Director(s) to retire shall (in default of agreement between them) be determined by lot. The length of time a Director has been in office shall be computed from his last election, re-election or appointment when he has previously vacated office. A retiring Director shall be eligible for re-election.

119A Article 118 and 119 shall not apply to an Investor Director.

120 **Meeting to fill vacancies**

The Company at any general meeting at which any Directors retire in the manner aforesaid may, subject to any resolution reducing the number of Directors, fill up the vacated offices by electing a like number of persons to be Directors and may fill up any other vacancies.

121 **Retiring Director to remain in office until successor appointed**

If at any general meeting at which an election of Directors ought to take place the places of the retiring Directors are not filled up, then, subject to any resolution reducing the number of Directors, the retiring Directors, or such of them as have not had their places filled up, shall, if willing, continue in office until the dissolution of the annual general meeting in the next year, unless, as regards any particular Director, a resolution for his re-election shall have been put to the meeting and lost.

122 **Appointment of Directors to be voted on individually**

A resolution for the appointment of two or more persons as Directors by a single resolution shall be void unless a resolution that it shall be so proposed has first been agreed to by the meeting without any vote being given against it.

123 No person except a retiring Director shall be elected a Director (unless recommended by the Directors for election) unless notice in writing shall be sent to the secretary not more than forty two days and not less than seven days before the day of the meeting at which the election is to take place, signed by a member (other than the person to be proposed) duly qualified to attend and vote at the meeting stating the name and address of the person who offers himself or is proposed as a candidate, together with a notice in writing signed by such person of his willingness to be elected.

124 **Power to increase or reduce the number of Directors**

The Company in general meeting may from time to time as special business increase or reduce the number of Directors and may also determine in what rotation such increased or reduced number is to go out of office and, without prejudice to the other provisions of these Articles, may in general meeting appoint any person to be a Director either to fill a casual vacancy or as an additional Director.

124A On any shareholder resolution to remove an Investor Director, the shares held by the Lead Investor shall together carry at least one vote in excess of 75 per cent of the

votes exercisable in respect of that resolution at the general meeting at which such resolution is proposed and if any such Investor Director is removed the Lead Investors may reappoint him or any other person as an Investor Director

125 **Power to remove Director**

Without prejudice to the provisions of the Statutes, the Company may by ordinary resolution of which special notice has been given remove any Director before the expiration of his term of office (without prejudice to a claim for compensation or damages for breach of any service contract).

126 **Power to appoint Director in place of one removed**

The Company may (subject to these Articles) by ordinary resolution appoint another person in place of the Director removed pursuant to the provisions of the Statutes or these Articles. The person so appointed shall hold office during such time only as the Director in whose place he is appointed would have held the same if he had not been removed, but this Article shall not prevent him from being eligible for re-election.

127 **Associate directors**

The Board may appoint a person (not being a Director) to an office or employment having a designation or title including the word director or attach to an existing office or employment that designation or title and may terminate the appointment or use of that designation or title. The inclusion of the word director in the designation or title of an office or employment does not imply that the person is, or is deemed to be, or is empowered to act as, a Director for any of the purposes of the Acts or these Articles.

PROCEEDINGS OF DIRECTORS AND COMMITTEES

128 **Meetings of Directors**

128.1 Prior to a Listing the quorum necessary for the transaction of business of the Directors shall be 3 and there shall be no quorum unless the Investor Director (or his alternate) is present provided that if an Investor Director is not present the meeting will be adjourned to a time not earlier than seven days following such adjournment and if an Investor Director is not present at such adjourned meeting then provided 3 other Directors are in attendance the meeting shall be quorate. Following a Listing the quorum for the transaction of business of the Directors shall be 3.

128.2 Any Director able to participate in the proceedings of a meeting by means of a communication device (including, without limitation, a telephone) which allows all the other Directors present at such meeting (whether in person or by proxy or by means of such type of communication device) to hear and speak at all times such Director and such Director to hear and speak at all times all other Directors present at such meeting (whether in person or by proxy or by means of such type of communication device) shall be deemed to be present at such meeting and shall be counted when reckoning a quorum.

129 **Notice of meeting of Directors**

129.1 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit provided that all meetings of the Directors shall be held within the United Kingdom. A Director may, and the secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Unless a majority of the Directors (which shall include the Investor Director) or their duly appointed alternates present in the United Kingdom shall agree to the holding of a meeting by shorter notice, at least 10 days notice of every meeting of Directors shall be given

either in writing or by cable or telex or other means of visible communication to each Director (and in the absence of the appointment of an Investor Director(s), notice of such meeting shall be given to the Investors), unless absent from the United Kingdom.

- 129.2 A person may be appointed a Director notwithstanding that he shall have attained the age of 70 years and no Director shall be liable to vacate office by reason of his attaining that or any other age.
- 129.3 At any meeting of the Directors each Director (or his alternate Director) present at the meeting shall be entitled to one vote.
- 129.5 The Investor Director(s) shall be deemed to have made disclosure to the Company of all his interests in and in connection with the Investors.
- 129.6 The Directors may by resolution exercise all the powers of the Company to make provision (in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or any subsidiary) for the benefit of persons employed or formerly employed by the Company or that subsidiary.
- 129.7 A Director and an alternate Director shall not be required to hold any shares in the Company, but nevertheless shall be entitled to attend and speak at any general meeting of the Company.

130 **Chairman of Board**

The Directors may elect a chairman and one or more deputy chairmen of their meetings and determine the period for which he is or they are to hold office, but if no such chairman or deputy chairman is elected or if at any meeting neither the chairman nor a deputy chairman is present at the time appointed for holding the same, the Directors present shall choose one of their number to be chairman of such meeting. If the chairman is not present and two or more deputy chairmen are present, the senior of them shall act as chairman and seniority shall be determined by length of office since their last appointment or reappointment. As between two or more who have held office for an equal length of time, the deputy chairman to act as chairman shall be decided by those Directors and alternate Directors present.

131 **Directors may act if quorum present**

A duly convened meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under these Articles for the time being vested in or exercisable by the Directors generally.

132 **Resolution in writing**

A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors or by all members of a committee of the Board shall be as valid and effective for all purposes as a resolution of those Directors passed at a meeting duly convened and held, and may consist of several documents in the like form each signed by one or more of the Directors. Such a resolution need not be signed by an alternate Director if it is signed by the Director who appointed him and such a resolution need not, if it is signed by an alternate Director, be signed by the Director who appointed him.

133 **Directors may appoint committees**

The Directors may delegate any of their powers, authorities and discretions for such time and on such terms and conditions as it thinks fit to committees consisting of such Directors and other persons as they think fit and may from time to time revoke,

withdraw, alter or vary any of such powers, authorities and discretions and discharge any such committee in whole or in part.

134 **Committees subject to control of Directors**

All committees shall in the exercise of the powers delegated to them and in the transaction of business conform to any mode of proceedings and regulations which may be prescribed by the Directors and, subject thereto, may regulate their proceedings in the same manner as the Directors may do. A majority of the members of any committee shall be Directors. Resolutions passed by any such committee shall be valid and take effect as if they had been passed by the Directors **PROVIDED THAT** no resolution of any committee will be effective unless a majority of votes present when it is passed are Directors or alternate Directors.

135 **Minutes of proceedings**

The Directors shall cause minutes to be made of the following matters, namely:-

- 135.1 all appointments of officers and members of committees made by the Directors and their salary or remuneration;
- 135.2 the names of Directors present at every meeting of the Board or of committees of Directors, and all business transacted at such meetings; and
- 135.3 all orders, resolutions and proceedings of all meetings of the holders of any class of shares in the Company and of the Directors and of committees of Directors.

Any such minutes as aforesaid, if purporting to be signed by the chairman of the meeting at which the proceedings were held, or by the chairman of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such minutes without any further proof.

136 **Defective appointment of Directors not to invalidate their acts**

All acts done by a meeting of the Directors, or of a committee, or by any person acting as a Director, alternate Director or member of a committee, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any person or persons acting as aforesaid, or that they or any of them were or was disqualified from holding office or not entitled to vote, or had in any way vacated their or his office be as valid as if every such person had been duly appointed, and were duly qualified and had continued to be a Director, alternate Director or member of a committee and entitled to vote.

SECRETARY

137 **Secretary**

The secretary shall be appointed by the Directors in accordance with the Statutes for such term, at such remuneration and upon such conditions as they may think fit and any secretary so appointed may be removed by them but without prejudice to any claim for damages for breach of contract or of any contract of service between him and the Company. If thought fit, two or more persons may be appointed as joint secretaries. Any provision of the Act or of these Articles requiring or authorising a thing to be done by or to a Director and the secretary shall not be satisfied by it being done by or to the same person acting both as Director and as, or in the place of, the secretary.

138 **Assistant Secretary**

The Directors may at any time and from time to time appoint any person to be an assistant or deputy secretary of the Company and anything authorised or required by these Articles or by law to be done by or to the secretary may be done by or to any such assistant or deputy secretary. Any assistant or deputy secretary so appointed may be removed by the Directors.

RESERVES

139 Reserves out of profits

Subject to the Statutes, the Directors may before recommending any dividends (whether preferential, interim, final, special or otherwise) carry to reserve out of the profits of the Company, including any premiums received upon the issue of debentures or other securities of the Company, such sums as they think proper as a reserve or reserves. All sums standing to reserve may be applied from time to time in the discretion of the Directors for meeting depreciation or contingencies or for special dividends or bonuses or for equalising dividends or for repairing, improving or maintaining any asset of the Company or for such other purposes as the Directors may think conducive to the objects of the Company or any of them and, pending such application, may at the like discretion either be employed in the business of the Company or be invested in such investments as the Directors think fit. The Directors may divide the reserve into such special funds as they think fit, and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided as they think fit. Any sum which the Directors may carry to reserve out of the unrealised profits of the Company shall not be mixed with any reserve to which profits available for distribution have been carried. The Directors may also without placing the same to reserve carry forward any profits which they may think it not prudent to divide.

DIVIDENDS

140 Declaration of dividends

Subject as hereinafter provided and to the Act, the Company by ordinary resolution in general meeting may declare a dividend to be paid to the members according to their respective rights and interests in the profits, but no larger dividend shall be declared than is recommended by the Directors.

141 Dividends not to bear interest

No dividend or other moneys payable by the Company in respect of a share shall bear interest as against the Company unless otherwise provided by the rights attached to the share.

142 Payment of dividends

Subject to the rights of persons, if any, entitled to shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid up on the shares in respect whereof the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purpose of this Article 142 as paid up on the share. Subject as aforesaid, all dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid. If any share carries any particular rights as to dividends, such share shall rank for dividend accordingly.

143 Dividends to joint holders

In case several persons are registered as joint holders of any share, any one of such persons may give effectual receipts for all dividends and payments on account of dividends in respect of such share.

144 **Interim dividends**

Subject to the provisions of the Statutes, the Directors may declare and pay such interim dividends (including any dividend payable at a fixed rate) as appear to the Directors to be justified by the profits of the Company available for distribution. If at any time the share capital of the Company is divided into different classes, the Directors may pay such interim dividends on shares which rank after shares conferring preferential dividend rights, unless at the time of payment any preferential dividend is in arrear. Provided that the Directors act in good faith, they shall not incur any liability to the holders of shares conferring preferential rights for any loss that they may suffer by the lawful payment of any interim dividend on any shares ranking after those with preferential rights.

145 **Dividends payable in accordance with the Statute**

No dividend or interim dividend shall be payable except in accordance with the provisions of the Statutes.

146 **Unclaimed dividends**

All dividends or other sums payable on or in respect of a share unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. All dividends unclaimed for a period of twelve years from the date they became due for payment shall be forfeited and shall revert to the Company absolutely. The payment of any unclaimed dividend or other sum payable by the Company on or in respect of any share into a separate account shall not constitute the Company a trustee thereof.

147 **Entitlement to dividends**

Every dividend shall belong and be paid (subject to the Company's lien) to those members who shall be on the Register at the date fixed by the Directors for the purpose of determining the persons entitled to such dividend (whether the date of payment or some other date) notwithstanding any subsequent transfer or transmission of shares.

148 **Deductions and withholding**

148.1 The Directors may deduct from any dividend or other moneys payable to any member on or in respect of a share all such sums as may be due from him to the Company on account of calls or otherwise in relation to shares of the Company.

148.2 The Directors may withhold any dividend or other moneys payable to any member on or in respect of shares representing at least 0.25% (one quarter of one per cent.) of the issued shares of the relevant class if such member or any person appearing to be interested in any such shares has been duly served with, but is in default in complying with, a statutory notice in respect of such shares as described in Article 81.1.2. Any such dividend or other moneys so withheld shall be paid to the member entitled thereto within seven days after the earlier of the occurrence of the two events described in Articles 81.2 and 81.2.2.

148.3 Any dividends or other moneys withheld pursuant to this Article 148 shall not bear interest as against the Company. Pending payment, the dividends may be invested or otherwise made use of by the Directors for the benefit of the Company and the Company shall not be constituted a trustee in respect of them.

148.4 The Directors may also withhold payment of a dividend (or part of a dividend) payable to a person entitled by transmission to a share until he has provided any evidence of his right that the Directors may reasonably require.

149 **Method of payment of dividends**

The Company may pay any dividend or other sum payable in cash or by cheque, dividend warrant, money order, direct debit, bank transfer or otherwise by or through a bank and may render any cheque, dividend, warrant or money order by post to the members or persons entitled thereto and, in case of joint holders, to the member whose name stands first in the Register, or to such person and address as the holder or joint holders may direct, and the Company shall not be responsible for any loss of any such cheque, warrant or order. Every such cheque, warrant or order shall be made payable to the order of the person to whom it is sent, or to such person as the holder or joint holders may in writing direct, and the payment of the cheque, warrant or order shall be a good discharge to the Company. If payment is made by direct debit or bank transfer or otherwise by or through a bank, the Company shall not be responsible for amounts lost or delayed in the course of the transfer.

150 **Payment of dividends in specie**

With the sanction of an ordinary resolution of the Company in general meeting, any dividend may be paid and satisfied either wholly or in part by the distribution of specific assets (including, without limitation, paid up shares or debentures of any other company) and the Directors shall give effect to any such resolution provided that no such distribution shall be made unless recommended by the Directors. Where any difficulty arises in regard to the distribution, the Directors may settle the same as they think expedient, and in particular may issue fractional certificates, fix the value for distribution of such specific assets or any part thereof, determine that cash payments may be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties and vest any such assets in trustees upon trust for the persons entitled to the dividend as may seem expedient to the Directors.

151 **Scrip dividend**

The Directors may with the sanction of an ordinary resolution of the Company in general meeting offer the holders of ordinary shares the right to elect to receive new ordinary shares credited as fully paid instead of cash in respect of the whole or part of such dividend or dividends as are specified by such resolution. The following provisions shall apply:

151.1 the said resolution may specify a particular dividend or may specify all or any dividends declared within a specified period but such period may not end later than the beginning of the fifth annual general meeting following the date of the meeting at which such resolution is passed;

151.2 the entitlement of each ordinary shareholder to new ordinary shares shall be such that the value thereof shall be as nearly as possible equal to (but not in excess of) the cash amount (disregarding any associated tax credit) that such shareholder would have received by way of dividend and, for this purpose, the value shall be the average at which bargains were recorded for the Company's ordinary shares on the London Stock Exchange Daily Official List or Alternative Investment Market (as relevant) of the London Stock Exchange on the day when the ordinary shares are first quoted ex the relevant dividend and on the four subsequent dealing days or in such other manner as may be determined by or in accordance with the ordinary resolution;

151.3 the basis of allotment shall be such that no member may receive a fraction of a share;

- 151.4 the Directors after determining the basis of allotment shall notify the holders of ordinary shares in writing of the right of election offered to them and shall send forms of election with or following such notification and specify the procedure to be followed and the place at which and the latest time by which duly completed forms of election must be lodged in order to be effective;
- 151.5 the Board may make, in relation to uncertificated shares, such other arrangements as it may in its absolute discretion think fit subject always to the facilities or requirements of the Relevant System);
- 151.6 the dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be payable on ordinary shares in respect whereof the election has been duly made (the **Elected Ordinary Shares**) and instead thereof additional ordinary shares shall be allotted to the holders of the Elected Ordinary Shares on the basis of allotment determined as aforesaid and, for such purpose, the Directors shall capitalise out of such of the sums standing to the credit of reserves (including any share premium account or capital redemption reserve) or any of the profits which could otherwise have been applied in paying dividends in cash as the Directors may determine a sum equal to the aggregate nominal amount of the additional ordinary shares to be allotted on such basis and apply the same in paying up in full the appropriate number of unissued ordinary shares for allotment and distribution to and amongst the holders of the Elected Ordinary Shares on such basis. A resolution of the Directors capitalising any part of such reserves or profits shall have the same effect as if such capitalization had been declared by ordinary resolution of the Company in accordance with Article 152 and, in relation to any such capitalization, the Directors may exercise all the powers conferred on them by Article 152 without the need of such ordinary resolution;
- 151.7 unless the Board otherwise determines, (and subject always to the Regulations and the requirements of the Relevant System concerned) the additional ordinary shares so allotted shall be issued as certificated shares (where the ordinary shares in respect of which they have been allotted were certificated shares at the Scrip Record Time) or as uncertificated shares (where the ordinary shares in respect of which they have been allotted were uncertificated shares at the Scrip Record Time) provided that if the Company is unable under the facilities and requirements of the Relevant System to issue ordinary shares in respect of the person entitled thereto as uncertificated shares able to be evidenced and transferred without a written instrument, such shares shall be issued as certificated shares; for these purposes, the Scrip Record Time means such time on the record date for determining the entitlements of members to make elections as described in this Article 151 or on such other date, as the Board may in its absolute discretion determine;
- 151.8 no fraction of a share shall be allotted. The Board may make such provision as it thinks fit for any fractional entitlements including provision whereby, in whole or in part, the benefit thereof accrues to the Company and/or under which fractional entitlements are accrued and/or retained and in each case accumulated on behalf of any holder and such accruals or retentions are applied to the allotment of fully paid shares to such holder and/or provision whereby cash payments may be made to holders in respect of their fractional entitlements. Shares representing fractional entitlements to which any member would, but for this Article, become entitled may be issued as certificated shares or uncertificated shares;
- 151.9 the additional ordinary shares so allotted shall rank pari passu in all respects with the fully paid ordinary shares in issue on the record date for the dividend in respect of which the right of election has been offered, except that they will not rank for any dividend or other distribution or other entitlement which has been declared, paid or made by reference to such record date;

151.10 the Directors may apply such exclusions or other arrangements as they may deem necessary or expedient to deal with legal or practical problems (including, without limitation, the requirements of any regulatory body or stock exchange) in respect of overseas shareholders;

151.11 the Directors may terminate, suspend or amend any offer of the right to elect to receive new ordinary shares in lieu of any cash dividend at any time.

CAPITALISATION OF PROFITS AND RESERVES

152 Capitalisation of profits

The Directors may with the authority of an ordinary resolution of the Company in general meeting:

152.1 subject as hereinafter provided, resolve to capitalise any undivided profits of the Company (whether or not the same are available for distribution and including profits standing to any reserve) or any sum standing to the credit of the Company's share premium account or capital redemption reserve;

152.2 appropriate the profits or sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend and in the same proportion and apply such profits or sum on their behalf, either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to such profits or sum, and allot and distribute such shares or debentures credited as fully paid-up, to and amongst such members or as they may direct, in those proportions, or partly in one way and partly in the other provided that:

152.2.1 the share premium account and the capital redemption reserve and any such profits which are not available for distribution may, for the purposes of this Article 152, only be applied in the paying up of unissued shares to be issued to members credited as fully paid; and

152.2.2 in the case where any sum is applied in paying amounts for the time being unpaid on any shares of the Company or in paying up in full debentures of the Company, the amount of the net assets of the Company at that time is not less than the aggregate of the called up share capital of the Company and its undistributable reserves as shown in the latest audited accounts of the Company or such other accounts as may be relevant and would not be reduced below that aggregate by the payment thereof;

152.3 resolve that any shares allotted under this Article 152 to any member in respect of a holding by him of any partly paid shares shall, so long as such shares remain partly paid rank for dividends only to the extent that such partly paid shares rank for dividend;

152.4 make such provisions by the issue of fractional certificates or by payment in cash or otherwise as the Directors think fit for the case of shares or debentures becoming distributable under this Article 152 in fractions (including the sale of fractional entitlements for the benefit of the Company);

152.5 authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any shares or debentures to which they may be entitled upon such capitalization (any agreement made under such authority being thereupon effective and binding on all such members);

152.6 generally do all acts and things required to give effect to such resolution as aforesaid.

RECORD DATES

153 **Record dates**

Notwithstanding any other provision of these Articles but subject to the Statutes and rights attached to shares, the Company or the Board may fix any date as the record date for any dividend, distribution, allotment or issue and such record date may be on or at any time before any date on which such dividend, distribution, allotment or issue last paid or made and on or at any time before or after any date on which such dividend, distribution, allotment or issue is declared.

ACCOUNTS

154 **Inspection of accounting records and Register**

- 154.1 The Directors shall ensure that accounting records are kept in accordance with the Act.
- 154.2 The accounting records shall be kept at the Office or, subject to the provisions of the Act, at such other place as the Directors think fit, and shall be available during normal business hours for the inspection by the Directors and other officers of the Company.
- 154.3 The Directors shall from time to time determine whether and to what extent and at what times and places, and under what conditions or regulations the accounting records of the Company, or any of them, shall be open to the inspection of the members, and no member shall have any right of inspecting any accounting record or other document of the Company except as conferred by the Statutes or authorised by the Directors or by the Company in general meeting. The Register shall be open for inspection by any member or other person entitled to inspect the same, and any person other than a member inspecting the same shall pay such fee as is laid down by the Statutes.

155 **Copy of Reports and Accounts to be sent to members**

Subject as hereinafter provided, a printed copy of every profit and loss account and balance sheet, including all documents required by law to be annexed to the balance sheet which is to be laid before the Company in general meeting, together with copies of the Directors' and of the Auditors' reports shall (in accordance with and subject as provided by the Statutes) not less than twenty one clear days before the date of the meeting be sent (which includes using electronic communications to send copies of the documents to such an address given by the member to the Company) to every member (whether he is or is not entitled to receive notices of general meetings of the Company) and every holder of debentures of the Company (whether he is or is not so entitled) and the Auditors and all other persons, being persons so entitled. The requisite number of copies of these documents shall (if necessary) at the same time be forwarded to the appropriate department of the London Stock Exchange. The requirements of this Article 155 shall be deemed to be satisfied in relation to members and holders of debentures by sending to each member and holder of debentures, where permitted by and in accordance with the Statutes and instead of the said copies, a summary financial statement derived from the Company's annual accounts and the Directors' report and prepared in the form and containing the information prescribed by the Statutes and any regulations made thereunder. This Article shall not require copies of such documents to be sent to any person of whose address the Company is not aware nor to more than one of the joint holders of any shares or debentures.

For the purposes of these Articles, copies of those documents shall be treated as being sent to a member where the Company and the member have agreed to the member having access to those documents on a web site and the member has been notified not less than twenty one days before the date of the meeting that the documents have

been published on a website, the address of the website and the location on the website of those documents and how they may be accessed.

SEALS AND AUTHENTICATION OF DOCUMENTS

156 Common Seal

The Directors shall provide a common seal for the Company and shall have power from time to time to destroy the same and to substitute a new Seal in lieu of it.

157 Official Seal

The Directors may exercise the powers conferred on the Company by section 40 of the Act with regard to having an official seal solely for sealing documents creating or evidencing securities issued by the Company. Any such documents to which such official seal is affixed need not be signed by any person.

158 Official Seal for use abroad

The Company may exercise the powers conferred by section 39 of the Act with regard to having an official seal for use abroad and such powers shall be vested in the Directors.

159 Safe custody of seals

159.1 The Directors shall provide for the safe custody of every seal of the Company. The Seal shall never be affixed to any document except by the authority of a resolution of the Directors which authority may be of a general nature and need not apply only to specific documents or transactions. Subject as in this Article 159 provided, two Directors or a Director and the secretary or some other person authorised by a resolution of the Directors shall sign autographically every instrument to which the Seal shall be affixed and, in favour of any purchaser or person bona fide dealing with the Company, such signatures shall be conclusive evidence of the fact that the Seal has been duly affixed. Any certificate for shares, stock or debenture or loan stock (except where the trust deed or other instrument constituting any debenture or loan stock provides to the contrary) or representing any other form of security of the Company to which an official seal of the Company is, or is required to be, affixed need not be signed by any person.

159.2 Without prejudice to the provisions of Article 159.2, any document expressed to be made as and with the intention of creating a deed may be executed by or on behalf of the Company in any manner prescribed by the Statutes, provided always that any such document shall not be executed except with the prior authority of a resolution of the Directors.

160 Authentication of documents

Any Director or the secretary or any person appointed by the Board for the purpose may authenticate any document affecting the constitution of the Company and any resolution passed by the Company or the Board or a committee of the Board and any books, records, documents and accounts relating to the business of the Company and may certify copies thereof or extracts therefrom as true copies or extracts and, if any books, records, documents or accounts are elsewhere than at the Office, the local manager or other officer of the Company having the custody thereof shall be deemed to be a person so appointed by the Board. A document purporting to be a copy of a resolution or a copy of or an extract from the minutes of a meeting of the Company or of the Board or a committee of the Board which is so certified shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that

such resolution has been duly passed or, as the case may be, that such minutes or copy or extract is a true and accurate record of proceedings at a duly constituted meeting.

NOTICES

161 Service of notice on members

A notice or other document may be given or served by the Company upon any member, either personally or by sending it through the post in a prepaid letter or, in the case of service to an address outside the United Kingdom, by prepaid air mail addressed to such member at his registered address, or at any other address in any country which the member shall have in writing given to the Company as his address for service, or by using electronic communications to an address or facsimile number which the member shall have given to the Company. In this Article an address in relation to electronic communications includes any number or address used for the purpose of such communication.

162 Notice binding on transferees etc

A person who becomes entitled to a share by transmission, transfer or otherwise is bound by a notice in respect of that share (other than a notice served by the Company under section 212 of the Act) which, before his name is entered in the Register, has been properly served on a person from whom he derives his title.

163 When registered address not in the United Kingdom

Any member whose registered address shall not be in the United Kingdom and who shall not have given to the Company an address within the United Kingdom at which notices may be given to him, or an address to which notices may be sent using electronic communications, shall not be entitled to receive any notices whatsoever, but the Directors may, if they think proper, serve any notice upon such member in the manner above mentioned.

164 Evidence of service

A notice or other document addressed to a member at his registered address for service in the United Kingdom, shall, if served by post, be deemed to have been served at the latest within twenty four hours if prepaid as first class and within forty eight hours if prepaid as second class, after the same shall have been posted, and in proving such service it shall be sufficient to prove that the cover containing the same was properly addressed and put into a post office. A notice or other document contained in an electronic communication shall be deemed to have been served at the expiration of forty eight hours after the time it was sent. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that notice was given.

165 Notice to joint holders

All notices or other documents directed to be given to the members shall, with respect to any share to which persons are jointly entitled, be given to whichever of such persons is named first in the Register in respect of the joint holding. Any notice or document so given shall be sufficiently given to all the holders of such share.

166 Notice in case of death or bankruptcy

A person entitled to a share in consequence of the death or bankruptcy of a member shall (upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share, and upon supplying also an address within the

United Kingdom for the service of notices or an address to which notices may be sent using electronic communications) be entitled to have served upon or delivered to him at such address any notice or document to which the member but for his death or bankruptcy would be entitled. Such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share. Save as aforesaid, any notice or document delivered or sent by post to or left at the registered address of any member or sent to any number or address used for the purpose of electronic communications in pursuance of these Articles shall, notwithstanding that such member be then dead or bankrupt and whether or not the Company has notice of his death or bankruptcy, be deemed to have been duly served or delivered in respect of any share registered in the name of such member as sole or joint holder.

167 **Signature on notices**

The signature to any notice or document to be given by the Company may be written or printed.

168 **Notice by advertisement**

If at any time, by reason of suspension or curtailment of postal services within the United Kingdom, the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised on the same date in at least one national UK daily newspaper and such notice shall be deemed to have been duly served on all members and other persons entitled to it at 12 noon on the day when the advertisement appears. In any such case, the Company shall send confirmatory copies of the notice by post if, at least seven days prior to the meeting, the posting of notices to addresses throughout the United Kingdom again becomes practicable.

UNTRACED SHAREHOLDERS

169 **Untraced Shareholders**

169.1 The Company shall be entitled to sell at the best price reasonably obtainable any shares of a member or any shares to which a person is entitled by transmission (including, without limitation and in any such case, any shares issued during the twelve year period referred to below by reference to any such shares) if and provided only that:

169.1.1 for a period of twelve years no cheque, warrant or money order sent by the Company through the post in a pre-paid letter addressed to the member or to any person entitled by transmission to the shares at his address on the Register or other last known address given by the member or any person entitled by transmission to the Company to which cheques, warrants and money orders are to be sent has been cashed and no communication has been received by the Company from the member or the person entitled by transmission, provided that, in any such period of twelve years, the Company has paid at least three dividends (whether interim, final, special or otherwise) in respect of the shares in question and no such dividend has been claimed;

169.1.2 the Company has at the expiration of the said period of twelve years by advertisement in one national UK daily newspaper and in a newspaper circulating in the area in which the address referred to in Article 169.1.1 is located given notice of its intention to sell such shares;

169.1.3 the Company has not, during the further period of three months after the date of the advertisement and prior to the exercise of the power of sale, received any communication from the member or person entitled by transmission; and

169.1.4 the Company has first given notice in writing to the London Stock Exchange of its intention to sell such shares.

To give effect to any such sale, the Company may, in the case of certificated shares, nominate any person to execute as transferor an instrument of transfer of such shares, or, in the case of uncertificated shares, nominate any person to transfer such shares and in either case such transfer shall be as effective as if it had been effected by the registered holder of or person entitled by transmission to such shares. The Company shall account to the member or other person entitled to such shares for the net proceeds of such sale by placing all moneys in respect thereof in a separate account which shall be a permanent debt of the Company (provided always that the Company shall not be liable to earn any interest thereon nor to account for any interest thereon) and the Company shall be deemed to be a debtor (and not a trustee) in respect thereof for such member or other person. Moneys placed in such separate account may either be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company (if any)) as the Directors may from time to time think fit.

169.2 The Company shall be entitled to cease sending dividend warrants, cheques or money orders by post or transfers through a bank to any member if such warrants, cheques or money orders have been returned undelivered or left uncashed or the transfer is not accepted on two consecutive occasions.

AUDITORS

170 **Appointment of Auditors**

The provisions of the Statutes as to the appointment, powers, rights, remuneration and duties of the Auditors shall be complied with.

171 **Acts of Auditors valid**

Subject to the provisions of the Statutes, all acts done by any person acting as an Auditor shall as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment.

172 **Notices to Auditors**

The Auditors shall be entitled to attend any general meeting, to receive all notices of and other communications relating to any general meeting which any member is entitled to receive and to be heard at any general meeting on any part of the business of the meeting which concerns them as auditors of the Company.

MISCELLANEOUS

173 **Division of assets in specie**

The liquidator on any winding-up of the Company (whether voluntary or under supervision or compulsory) may, with the authority of an extraordinary resolution and after deduction of any provision made under section 187 of the Insolvency Act 1986 and section 719 of the Act, divide among the members in kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind, or shall consist of properties of different kinds, and for such purpose may set such value as he deems fair upon any one or more class or classes of property, and may determine how such division shall be carried out as between members or classes of members. If any such division shall be otherwise than in accordance with the existing rights of the members every member shall have the same right of dissent and other

ancillary rights as if such resolution were a special resolution passed in accordance with section 110 of the Insolvency Act 1986.

174 **Indemnity against claims in result of shares**

Whenever any law for the time being of any country, state or place imposes or purports to impose any immediate or future or possible liability on the Company to make any payment, or empowers any government or taxing authority or government official to require the Company to make any payment, in respect of any shares held either jointly or solely by any member or in respect of any dividends or other monies due or payable or accruing due or which may become due or payable to such member by the Company or in respect of any such shares or for or on account or in respect of any member in consequence of:

- 174.1 the death of such member;
- 174.2 the non-payment of any income tax or other tax by such member in respect of any shares in the Company or dividend or other payment in respect of such shares; or
- 174.3 the non-payment of any estate, probate, succession, death, stamp or other tax or duty by the executor or administrator of such member or by or out of his estate;
- 174.4 the Company in every such case:
- 174.5 shall be fully indemnified by such member or his executor or administrator from all liability arising by virtue of such law; and
- 174.6 may recover as a debt due from such member or his executor or administrator (wherever constituted or residing) any monies paid by the Company under or in consequence of any such law, together with interest thereon at the rate of 15% (fifteen per cent.) per annum thereon from the date of payment to the date of repayment.

Nothing contained in this Article shall prejudice or affect any right or remedy which any law may confer or purport to confer on the Company and, as between the Company and every such member as aforesaid, his executor, administrator, and estate wherever constituted or situated, any right or remedy which such law shall confer or purport to confer on the Company shall be enforceable by the Company.

175 **Indemnity and insurance**

- 175.1 Subject to the provisions of the Statutes but without prejudice to any indemnity to which he may otherwise be entitled, every Director and other officer of the Company for the time being shall be indemnified out of the assets of the Company against all costs, charges, expenses, losses and liabilities which he may sustain or incur in or about the execution of such appointment or office or otherwise in relation thereto. In particular, but without prejudice to the generality of the previous sentence, any such person shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings (whether civil or criminal) in relation to the affairs of the Company in which judgment is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the court from liability in relation to the affairs of the Company.
- 175.2 The Company may effect, purchase and maintain such insurance for Directors and other officers of the Company as is mentioned in section 310(3)(a) of the Act.

176 **Rights attaching to shares**

176.1 Income

Any profits resolved to be distributed in any financial year or period shall be distributed amongst the holders of the Equity Shares pro rata according to the number of such Equity Shares held.

176.2 Capital

On a return of assets on liquidation or capital reduction or otherwise (except upon the purchase by the Company of its own shares) or on a Sale or Listing, the assets of the Company available for distribution amongst shareholders or the sale proceeds, as the case may be, after payment of its liabilities shall be applied in the following manner and order of priority:

- 176.2.1 first, in paying to the holders of the Equity Shares as if they constituted one class of share, a sum equal to all unpaid arrears and accruals of dividend calculated down to the date of the return of capital, Sale or Listing, as the case may be; and
- 176.2.2 finally, in paying the balance to the holders of the Equity Shares as if they constituted one class of share pro rata according to the number of such Equity Shares held.

176.3 Voting

The holders of the Equity Shares shall have the right to receive notice of and attend and vote at any general meeting of the Company. Save as set out in Article 8A and Article 124A 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 to one vote per Equity Share held.

177 **Transfers of shares not made in accordance with the Investment Agreement**

Notwithstanding any other provision contained in these articles of association, the Directors shall refuse to register a proposed transfer of shares not made in accordance with the terms of

178 **Drag Along Rights**

178.1 For the purposes of this article, a 'Material Event' shall be:

- 178.1.1 a material breach of the Investment Agreement;
- 178.1.2 a material breach of the Loan Note Instrument (being a failure to make any payment under the Loan Note Instrument on time and failure to remedy such breach within 5 days of receiving written notice thereof); or
- 178.1.3 no Listing having taken place by 30 April 2007.

178.2 If the holders of the 75% of the A Ordinary Shares (for the purposes of this Article 178, the "Seller") agree heads of terms with an independent third party purchaser (the "Proposed Purchaser") for a bona fide offer on arm's length terms to acquire the entire Equity Share capital of the Company (the "Offer") and the Seller intends to sell all of its holdings of A Ordinary and where appropriate Ordinary Shares (or all its interest in such shares) (the shares to be sold by the Seller being referred to as "Selling Shares") and a Material Event has occurred, then the Seller shall give the Company written notice of the Offer. That notice (the "Selling Notice") will include details of the Selling Shares and the proposed price for each Selling Share to be paid by the Proposed Purchaser, details of the Proposed Purchaser, the place, date and time of completion of the proposed purchase being a date not less than 21 days and not more than 60 days from the date of the Selling Notice ("Completion").

- 178.3 Immediately upon receipt of the Selling Notice, the Company shall forthwith give notice in writing (a "Compulsory Sale Notice") to each of the members (other than the Seller) (the "Other Members") giving the details contained in the Selling Notice, requiring each of them to sell to the Proposed Purchaser or the New Proposed Purchaser (as defined in article 180.5 below) at Completion all of their holdings of shares on the same terms as those contained in the Selling Notice.
- 178.4 Subject to Articles 178.5 and 178.7, each member who is given a Compulsory Sale Notice shall sell all of his shares referred to in the Compulsory Sale Notice at the same price per share and on the same terms mutatis mutandis set out in the Selling Notice. For the avoidance of doubt any shares already held by a Proposed Purchaser shall not be required to be sold.
- 178.5 The holders of 30% or more of the Ordinary Shares together (the 'Optionholders') shall have an option on the following terms to acquire all, but not some only, of the A Ordinary Shares and where appropriate Ordinary Shares held by the Seller and each member who has been served with a Compulsory Sale Notice at the same price per share and on the same terms mutatis mutandis as set out in the Selling Notice. The Optionholders shall have a period of 20 days from receipt of the Compulsory Sale Notice within which to notify the Company in writing that they intend to exercise their option in accordance with this Article 178.5 (the "Option Notice"). The Optionholders shall once they have served the Option Notice have a further period of 40 days to complete (and shall be obliged to complete, on the same terms mutatis mutandis set out in the Selling Notice) the acquisition of the Seller's and each of the members' other than the Optionholder's Shares (for the avoidance of doubt such offer may be made by the Optionholders or by an alternative proposed purchaser with the consent of the Optionholders (the 'New Proposed Purchaser')). The provisions of Articles 178.2, 178.3 and 178.6 shall apply mutatis mutandis to any such offer following the Option Notice having been served in the same way as for a Selling Notice served by the Seller.
- 178.6 The Lead Investor shall be able to require that the Optionholders or where appropriate, the New Proposed Purchaser, provides reasonable confirmation that it has the unconditional financial resources to make an offer pursuant to Article 178.5.
- 178.7 If any of the member(s) (the "Defaulting Member(s)") fails to comply with the terms of a valid Compulsory Sale Notice given to him, the Company shall be constituted the agent of each Defaulting Member(s) for the sale of his shares in accordance with the Compulsory Sale Notice (together with all rights then attached thereto) and the Directors may authorise some person to execute and deliver on behalf of each Defaulting Member(s) the necessary transfer(s) and the Company may receive the purchase money in trust for each of the Defaulting Member(s) and cause a Proposed Purchaser or New Proposed Purchaser to be registered as the holder of such shares. The receipt of the Company for the purchase money, pursuant to such transfers, shall constitute a good and valid discharge to the Proposed Purchaser or New Proposed Purchaser (who shall not be bound to see to the application thereof) and after the Proposed Purchaser or New Proposed Purchaser has been registered in purported exercise of the aforesaid powers, of the validity of the proceedings shall not be questioned by any person. The Company shall not pay the purchase money due to the Defaulting Member(s) until he shall, in respect of the shares being the subject of the Compulsory Sale Notice, have delivered his share certificates or a suitable indemnity and the necessary transfers to the Company. No member shall be required to comply with a Compulsory Sale Notice unless the Seller shall sell the Selling Shares to the Proposed Purchaser or New Proposed Purchaser on Completion, subject at all times to the Seller being able to withdraw the Selling Notice at any time prior to Completion by giving notice to the Company to that effect, whereupon each Compulsory Transfer Notice shall cease to be of any effect.

179 **The Investor Director**

- 179.1 The Lead Investor shall be entitled to appoint itself or an authorised representative as a Director of the Company (as set out in the Investment Agreement) and to attend, receive notice of, address and vote at meetings of the Board.
- 179.2 Any appointment or removal of an Investor Director shall be by signed instrument in writing served on the Company by the Lead Investor and shall take effect on and from the time at which such instrument is lodged or deposited at the registered office of the Company.
- 179.3 The Investor Director shall be entitled to sit on all committees of the Board.
- 179.4 In relation to any provision of these articles, the Investor Director shall be entitled to communicate the consent of the Investors or the Lead Investor to the Company.

180 **Ratchet**

- 180.1 Other than in respect of options over 750,000 ordinary shares to be granted to certain employees of the Company pursuant to the terms of the Company's Enterprise Management Incentive scheme and other than in respect of the proposed issue of a warrant to Shore Capital and Corporate Limited to subscribe for ordinary shares pursuant to the terms of a warrant instrument to be entered into by the Company on or around 31 October 2005, in the event that any new shares are issued in the capital of the Company ("New Shares") or the Company grants rights to subscribe for or to convert any securities into New Shares after (insert date of amendment of articles) (the 'Adoption Date') at an effective price per share (the 'New Share Price') of less than £0.90, the Investors shall be entitled to receive from the Company and shall be allotted by the Company such number of additional A Ordinary Shares so as to ensure that the Investors hold following the exercise of such right, such number of A Ordinary Shares as they would have held if they had subscribed the Monies for the A Ordinary Shares at the Adoption Date at a price per share equal to the New Share Price.
- 180.2 In the event of a Listing or a Sale, the Investors shall be entitled to receive from the Company and shall be allotted by the Company such number of additional A Ordinary Shares so as to ensure that the Investors hold following the exercise of such right, such number of A Ordinary Shares as they would have held if they had subscribed the Monies for A Ordinary Shares at the Adoption Date at an average price per share equal to:
- 180.2.1 75% of the Price Per Share at which the Listing or Sale takes place if the Listing or Sale is within 6 months of the Adoption Date;
- 180.2.2 70% of the Price Per Share at which the Listing or Sale takes place if the Listing or Sale is at any other time.
- 180.3 For the purposes of articles 180.1 and 180.2 Monies shall mean the amount of monies in pounds sterling subscribed by the Investors for A Ordinary Shares on the Adoption Date. For the purposes of article 180.2 Price per Share shall be the price per share calculated by dividing the number of shares of the Company in issue immediately prior to the Listing (excluding any New Shares issued in relation to any new money raised by the Company in connection with such Listing) or Sale by either the valuation placed upon the Company at Listing (disregarding any monies raised pursuant to such Listing) or the total consideration payable in respect of the Sale (as appropriate). For the purposes of Article 180.1 the effective price per share in respect of any grant of a right to receive or to convert any securities into New Shares shall be deemed to be the lowest possible price per share at which such right could be exercisable pursuant to the terms of such right (provided that this in any event cannot be less than the par value of such New Shares).

180.4 The number of A Ordinary Shares to be allotted under article 182.2 shall be calculated as follows:

$$N = ((T * V) - ((P/D) * Y)) / ((P/D) - V)$$

Where:

N = Number of A Ordinary Shares to be allotted

T = A Ordinary Shares held by Investors on the Adoption Date plus any additional shares issued pursuant to article 180.1

V = the Exit Value (as that term defined in the Loan Note Instrument)

P= the Monies (as defined in article 180.3 above)

D=

If Listing or Sale occurs less than 6 months from the date of the passing of the Resolutions, D = 0.75

If Listing or Sale occurs more than from the date of the passing of the Resolutions, D= 0.7

Y = the number of shares of the Company in issue at the Adoption Date plus any additional shares issued pursuant to article 180.1 and any shares issued pursuant to the exercise of any options granted by the Company.

180.5 The members are hereby deemed to give such consents and waivers as may be required of them for the purposes of giving effect to the issue of additional A Ordinary Shares to the Investors as provided for in articles 180.1 to 180.4 above and the Company will maintain sufficient authorised but unissued share capital for the purposes of performing its obligations under articles 180.1 to 180.4 above.

181 **Listing**

Immediately upon a Listing but following conversion of the Loan Notes into A Ordinary Shares in accordance with the terms of the Loan Note Investment and the issue of further A Ordinary Shares pursuant to Article 182:

181.1 each A Ordinary Share shall automatically convert into one Ordinary Share, such Ordinary Shares ranking pari passu in all respects with the existing Ordinary Shares; and

181.2 each of articles 176 to 181 (inclusive) shall thereafter cease to have effect.