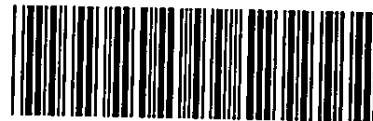


Company Number 04537090

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION
OF

TUESDAY



A03 *A1538G88* 20/03/2012 #366
COMPANIES HOUSE

BARWOOD DEVELOPMENTS LIMITED (THE "COMPANY")

The directors of the Company propose the following resolution (the "Resolution") to be passed as a written resolution of the Company under Chapter 2 of Part 13 Companies Act 2006 The Resolution is proposed as a Special Resolution

SPECIAL RESOLUTION

- 1 THAT the Company's Articles of Association attached, be and they are hereby approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing articles thereof

By order of the Board
EMW Secretaries Limited
Secretary

Registered in England and Wales no 04537090

Registered office Grange Park Court, Roman Way, Northampton, Northamptonshire, NN4 5EA

Circulation date: 15 March 2012. The Resolution will lapse if not passed before the end of the period of 28 days beginning with the circulation date.

AGREEMENT

We, the undersigned, being the members of the Company who are entitled to vote on the Resolution on the circulation date, hereby signify our agreement to the Resolution

RICHARD WILLIAM BOWEN


15/03/12
DATED

HENRY BRIAN CHAPMAN

15/03/12
DATED

JOANNA AVRIL GREENSLADE

15/03/12
DATED


CHRISTIAN PETER MATTHEWS

15/03/12
DATED


ALAN JAMES RUDGE

15/03/12
DATED

NOTE

You may signify your agreement to the Resolution by signing a hard copy of this document and delivering it by hand or sending it by fax or email to the Secretary, and director, the Company's solicitors EMW or the registered office

DAG

THE COMPANIES ACT 1985-1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

(as adopted by Written Resolution dated 15th March 2012)

of

BARWOOD DEVELOPMENTS LIMITED

(company number 4537090)

1. INTERPRETATION

COMPANIES HOUSE

- 1.1. Subject to the provisions of Article 1 2 below the regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (Statutory Instrument 1985 No 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (Statutory Instrument 1985 No. 1052), the Companies Act 1985 (Electronic Communications) Order 2000 (Statutory Instrument 2000 No 3373), the Companies (Tables A to F) (Amendment) Regulations 2007 (Statutory Instrument 2007 No 2541) and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 (Statutory Instrument 2007 No 2826) ("Table A") shall together with the following regulations, subject to the modifications hereinafter expressed, constitute the Articles of association of the Company
- 1.2. Regulations 76 to 79 (inclusive), 94 to 98 (inclusive) in Table A shall not apply to the Company
- 1.3. In these Articles the following words and expressions shall (except where the context otherwise requires) have the following meanings:

"Acts" means CA85 and CA06

"Anniversary" means, in respect of all members other than Alan James Rudge, 28th February, 2014 and in respect of Alan James Rudge, 28th February, 2012

"Approved Offer" means an arms length offer in writing for all the Shares in issue (including any Shares which may be allotted during the offer period or upon the offer becoming unconditional pursuant to the exercise or conversion of options or rights to subscribe for or securities convertible into Shares in existence at the date of such offer) on equal terms (unless in the case of a particular member less favourable terms are agreed in writing with that member) and which

- (a) is stipulated to be open for acceptance for at least 21 days, and
- (b) includes an undertaking by the offeror that neither it nor any person acting by agreement or understanding with it have entered into more favourable terms or have agreed more favourable terms with any other member for the purchase of Shares

"Articles" means the articles of association of the Company

"Bad Leaver" means a member or former member who.-

- (1) is dismissed from employment by a Group Company for:-
 - (a) committing any act of gross misconduct or gross incompetence, or
 - (b) being convicted of any criminal offence (other than motoring offences not involving a term of imprisonment) which in the reasonable opinion of the board of the relevant company is incompatible with his position or his suitability for his jobprovided that such dismissal is not found to be substantively unfair by an industrial tribunal or, if appealed, the final appellate body from such industrial tribunal, or
- (2) resigns his employment from a Group Company in circumstances where the relevant Group Company would have been entitled to dismiss him for:-
 - (a) committing any act of gross misconduct or gross incompetence, or
 - (b) being convicted of any criminal offence (other than motoring offences not involving a term of imprisonment) which in the reasonable opinion of the board of the relevant company is incompatible with his position or his suitability for his job,provided that such dismissal would not have been found to be substantively unfair by an industrial tribunal, or
- (3) is an employee of a Group Company who before his Anniversary ceases to be an employee of a Group Company unless -
 - (a) he is immediately employed by another Group Company, or
 - (b) such cessation is as a result of:-
 - (i) his death; or
 - (ii) his permanent incapacity through ill health, or
 - (iii) his redundancy, or
 - (iv) a requirement to cease work in order to care for a spouse or child who

- because of ill health requires constant care and attention, or
- (v) his dismissal from employment and such dismissal is found to be unfair by an industrial tribunal or, if appealed, the final appellate body from such industrial tribunal

"Bad Leaver Shares" means Shares held by a Bad Leaver or any Permitted Transferee of that Bad Leaver

"Beneficial Owner" means the beneficial owner of any Shares

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

"Business Day" means a day (other than Saturday or Sunday) on which banks are generally open in London for normal business

"CA06" means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force

"CA85" means the Companies Act 1985 (as amended by the Companies Act 1989)

"Connected Persons" has the meaning ascribed to such expression in Section 839 of the Income and Corporation Taxes Act 1988

"Controlling Interest" means the holding of Shares (or the right to exercise the votes attaching to Shares) which confer in aggregate 50 per cent or more of the total voting rights conferred by all the Shares for the relevant time being in issue

"Days Elapsed" means the number of days elapsed between 28 February 2009 and the date on which, in the case of a Good Leaver, the Good Leaver becomes a Good Leaver and, in the case of a Bad Leaver, the Bad Leaver becomes a Bad Leaver provided that "Days Elapsed" shall not exceed 1,095

"Family Trust" means a trust (whether arising under a settlement inter vivos or a testamentary disposition by whomsoever made or on an intestacy) under which the only persons being (or capable of being) beneficiaries are the individual Beneficial Owner and/or his Privileged Relations and no power of control over the voting powers conferred by such shares is for the time being exercisable by or subject to the consent of any person other than the trustees as trustees or the individual Beneficial Owner or his Privileged Relations

"Good Leaver" means a member or former member who -

- (1) is declared bankrupt; or
- (2) ceases to be employed by the Company (unless he is immediately employed by a company that is a Subsidiary or a Holding Company or a Subsidiary of the Holding Company of the Company) and is not a Bad Leaver,
- (3) is an employee of the Company (whether directly or indirectly) to a Group Company and who is incapacitated through ill health and is in receipt of permanent health insurance

"Good Leaver Shares" means Shares held by a Good Leaver or any Permitted Transferee of that Good Leaver

"Group Company" means the Company or a Subsidiary or a Holding Company or a Subsidiary of the Holding Company of the Company)

"holder" in relation to shares means the member whose name is entered in the register of members as the holder of the shares

"Independent Expert" means an independent accountant (acting as expert and not as an arbitrator) nominated by the parties concerned or in the event of disagreement as to nomination appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales

"Leaver Window" means, in respect of a member, the 2 month period in each Leaver Window Year starting on first day in each Leaver Window Year

"Leaver Window Year" means, in respect of a member, each of the five financial years of the Company following a member being deemed to have served a Transfer Notice under Articles 6.1 or 6.4 (as appropriate), the first such year being the first financial year of the Company that starts after the date on which a member is deemed to have served a Transfer Notice under Articles 6.1 or 6.4 (as appropriate)

"Permitted Transfer" means a transfer of Shares pursuant to Article 4

"Permitted Transferee" means, in relation to a holder, a person to whom Shares have been transferred and are held pursuant to one or more Permitted Transfers (but not pursuant to any other form of transfer of such Shares)

"Privileged Relation" means in relation to a member, a spouse of that member and all lineal descendants of that member (including for this purpose any stepchild, adopted child or illegitimate child of any such member or his lineal descendants)

"Shareholder Majority" means the holders of a majority of the Shares excluding the Good Leaver Shares or the Bad Leaver Shares (as appropriate)

"Shares" means shares in the capital of the Company

"Subsidiary" and **"Holding Company"** have the meanings ascribed to such expressions by section 1159 of CA06

"Time Based Price" means £10 multiplied by Days Elapsed divided by 1,095

"Transfer Notice" means a notice in writing to the Company notifying a wish to transfer Shares under these Articles.

1 4 Words incorporating the masculine gender only include the feminine and neuter genders and words incorporating the singular number only include the plural and vice versa

1 5 Clause headings are for ease of reference only and do not affect the construction or interpretation of these Articles

1 6 References to persons shall include bodies corporate unincorporated associations and partnerships.

1.7. Words and expressions defined in or for the purpose of CA06 or Table A shall have the same meanings in these Articles unless the context otherwise requires

2. SHARE CAPITAL

2 1 The authorised share capital of the Company as at the adoption of these Articles is £120,000 divided into 120,000 Ordinary Shares of £1 each.

3. ALLOTMENT OF SHARES

3 1 The Shares (whether forming part of the initial authorised share capital or any increased authorised share capital) may be allotted or otherwise disposed of only in accordance with the provisions of this Article

3 2 Any Shares of the initial authorised share capital for the time being unissued and any new Shares from time to time being unissued and any new Shares from time to time to be created shall, before they are allotted, be offered to the members in proportion as nearly as may be to the number of Shares held by them unless the Company shall by special resolution otherwise direct. Such offer

shall be made by notice in writing specifying the number of Shares and limiting the time in which the offer if not accepted will lapse and determine, such time limit to be not less than twenty-eight days ("the Lapse Date")

- 3.3. If the offer to a member lapses and determines without any of the Shares the subject of the offer having been accepted or if members accept some but not all of the Shares offered by the Lapse Date, then the Company shall make a second offer in the manner specified above of the Shares unaccepted on the first offer to those members who did accept all the Shares offered to them in the first offer.
- 3.4. First and second offers shall be deemed to be accepted upon receipt of a letter of acceptance by the Company.
- 3.5. If any Shares offered have not been accepted in the second offer (due to the expiration of such time limit or on receipt of a written intimation from the person to whom the offer was made that he declines to accept any or all of the Shares comprising in the second offer) or if any Shares are released from the provisions of Article 3.2 by special resolution of the Company in general meeting then the directors may allot or grant options over such Shares in such manner to such persons on such terms as they think most beneficial to the Company
- 3.6. The directors may also dispose in such manner to such persons on such terms as they think most beneficial to the Company any Shares which cannot be offered except by way of fractions.
- 3.7. Any Shares accepted in the first offer shall be paid for within 21 days of the date on which the offer lapsed. Where Shares were accepted on the second offer then they shall be paid for within 21 days of the date on which the second offer lapsed. Payment shall be deemed to be made on the day the Company receives a cheque, credit transfer or banker's draft for the appropriate sum. Failure to pay within the time specified will enable the Company to re-offer the Shares unpaid for as if they had been offered to and unaccepted by the defaulting member
- 3.8. The directors are authorised in accordance with Section 80 of CA85 to allot and dispose of or grant options over the Company's shares, in accordance with the Articles, up to the amount of the authorised share capital of the Company at any time or times during the period of 5 years from the date of adoption of these Articles
- 3.9. In accordance with Section 91(1) of CA85, Section 89(1), Section 90(1) to (5) and Section 90(6) of CA85 shall be excluded from applying to the Company

4. PERMITTED TRANSFERS

- 4.1. Any member may at any time transfer all or any of his Shares to any other person and any such transfers shall be registered by the Board provided that:-
- 4.1.1. the transferee is not a competitor of the Company's business at the date of such transfer; and
- 4.1.2. prior to such transfer the transferor shall provide such evidence as the Board may reasonably require to demonstrate that the transferee is not a competitor of the Company's business at the date of such transfer and, in the absence of such evidence, the Board may decline to register such transfer.
- 4.2. Any Shares may be transferred by a Beneficial Owner who is an individual to a Privileged Relation of such Beneficial Owner or to trustees to be held upon Family Trusts
- 4.3. Where any Shares have been transferred to Privileged Relations or trustees pursuant to Article 4.2 the Privileged Relation or the trustees as the case may be may transfer any such Shares to a person or persons shown to the reasonable satisfaction of the Board to be:
- 4.3.1. the trustees for the time being (on a change of trustee) of the Family Trusts in questions and/or;
- 4.3.2. the Beneficial Owner or any Privileged Relation of the Beneficial Owner .
- 4.4. In any case where a member proposing to transfer Shares under Article 4.2 (the "Proposing Transferor") holds those Shares as a result of an earlier transfer authorised under Article 4.2 from the first holder of those Shares (the "Original Member") the Proposing Transferor may only transfer those Shares to a person to whom the Original Member could have transferred such Shares under Article 4.2.
- 4.5. Where Shares are held by trustees of a Family Trust and any such Shares cease to be held upon Family Trusts (otherwise than in consequence of a transfer authorised under Articles 4.2 to 4.4) the trustees shall forthwith transfer such Shares to a transferee permitted under Articles 4.2 to 4.4 and in default thereof the trustees shall be deemed to have given a Transfer Notice in respect of the Shares in question provided that the price shall be the issue price (including any premium)
- 4.6. Any Shares held by an Original Member may be transferred to any company in which that Original Member holds a Controlling Interest provided that if that Original Member ceases to hold a Controlling Interest then such company shall within 7 days of such cessation transfer any Shares held by it to the Original Member or to a company in which the Original Member holds Majority Voting Rights or another person to whom the Original Member could have transferred such Shares under Article 4.2.
- 4.7. Any Shares held by an undertaking when first transferred to a company under Article 4.6 ("Original Undertaking") may be transferred to any other company ("Transferee Undertaking") which is a holding company or subsidiary of the Original Undertaking or a subsidiary of a holding company of the Original Undertaking (a "Group Undertaking") provided that such company is a company in

respect of which the relevant Original Member holds a Controlling Interest

- 4.8. If any Transferee Undertaking ceases to be a Group Undertaking in relation to the Original Undertaking then such Transferee Undertaking shall within 7 days of such cessation transfer any Shares held by the Transferee Undertaking to the Original Undertaking or to a company which, in relation to the Original Undertaking, is a Group Undertaking provided that such company is a company in respect of which the relevant Original Member holds a Controlling Interest.
- 4.9. In the event of any default of Articles 4 6, 4 7 or 4 8 the Original Undertaking or the Transferee Undertaking or the company referred to in Article 4 8 (as the case may be) shall be deemed to have served a Transfer Notice in respect of all such Shares provided that the price shall be the issue price (including any premium).

5. TRANSFER PROCEDURE

- 5 1. Any member holding Shares who wishes to transfer such Shares ("a Vendor") otherwise than in accordance with Article 4 in circumstances where the Vendor has found a third party to whom he proposes to transfer the Shares and where the Vendor has agreed the proposed terms of the sale of such Shares to that third party, shall give a Transfer Notice to the Company of his wish specifying
- 5.1.1 the number of Shares which he wishes to transfer ("Sale Shares");
- 5.1.2. the price per Share at which he wishes to sell such Sale Shares,
- 5 1 3 the name and address of the third party to whom he proposes to transfer the Sale Shares and written evidence of such third party's identity, the terms of the offer made by that third party and the agreed proposed terms of the sale, and
- 5 1 4. whether the Transfer Notice is conditional upon all and not part only of the Sale Shares so specified being sold pursuant to the offer hereinafter mentioned, and in the absence of such stipulation it shall be deemed not to be so conditional
- 5 2 Any Vendor who wishes to transfer Shares otherwise than in accordance with Article 4 in circumstances where the Vendor has either not found a third party to whom he proposes to transfer the Sale Shares or has found a third party but not agreed the terms of the sale of such Sale Shares to that third party shall give a Transfer Notice to the Company of his wish to transfer the Sale Shares specifying.
- 5.2.1. the number of Sale Shares;
- 5 2 2 the price per Share at which he wishes to sell such Sale Shares; and
- 5.2.3. whether the Transfer Notice is conditional upon all and not part only of the Sale Shares so specified being sold pursuant to the offer hereinafter mentioned, and in the absence of such stipulation it shall be deemed not to be so conditional
- 5 3 Where any Transfer Notice is given in accordance with Articles 5 1 or 5.2, the sale price of the Sale

Shares shall be the price per Share specified in the Transfer Notice pursuant to Articles 5.1.2 or 5.2.2 as applicable

- 5.4. Where any Transfer Notice is deemed to have been given in accordance with these Articles, the deemed Transfer Notice shall be treated as having specified
 - 5.4.1 that all the Shares registered in the name of the Vendor shall be included for transfer,
 - 5.4.2. that the sale price of the Sale Shares shall be determined in accordance with Articles 5.5 and 5.6 below;
 - 5.4.3. save in respect of Transfer Notices deemed to have been served in accordance with Articles 6.4 or 6.5, that the Transfer Notice is not conditional upon all and not part only of the Shares so specified being sold pursuant to the offer,
 - 5.4.4. in respect of Transfer Notices deemed to have been served in accordance with Articles 6.4 or 6.5, that the Transfer Notice is not conditional upon all and not part only of the Shares so specified being sold pursuant to the offer provided that, if all of the Shares so specified are not sold pursuant to the offer, Shares representing at least 5% of the total number of Shares in issue are sold.
- 5.5. Where any Transfer Notice is deemed to have been given in accordance with these Articles, the Board shall within 14 days of receiving notice of the events giving rise to the deemed issue of such Transfer Notice having occurred instruct the Independent Expert to determine in accordance with Article 5.6 the sale price of the Sale Shares the subject of the deemed Transfer Notice
- 5.6 Where any Transfer Notice is deemed to have been given in accordance with these Articles the sale price of the Sale Shares shall, subject to Article 6, be the value which the Independent Expert certifies in his opinion as fair value of the Sale Shares. In arriving at his opinion the Independent Expert will value the Sale Shares as at the date the Transfer Notice is deemed to have been served -
 - 5.6.1 as shares in the Company on a going concern basis;
 - 5.6.2 as on an arms length basis between a willing seller and a willing buyer,
 - 5.6.3 ignoring any reduction or enhancement in value which may be ascribed to the Sale Shares by virtue of the fact that they represent a minority or majority interest, and
 - 5.6.4 on the assumption that the Sale Shares are capable of transfer without restriction
- 5.7 The sale price of the Sale Shares whether fixed under Article 5.3 or determined under Article 5.6 shall be referred to as the "Transfer Price"
- 5.8 Any member (including the Vendor) shall be entitled to make representations, in connection with the calculation of the fair value of the Sale Shares to the Independent Expert within 30 business days of his appointment (which shall be notified to the members within 5 business days of being made) and the Independent Expert shall be required to take into account in calculating the fair value of the Sale Shares all reasonable representations so made to him

- 5.9. The decision of the Independent Expert as to the Transfer Price shall, save in the case of clerical or manifest error appearing within 15 business days of the Independent Expert's determination of the Transfer Price, be final and binding. The Independent Expert's charges including disbursements and value added tax in connection with the determination will be paid as to one half by the Company and the other half by the Vendor.
- 5.10. No Transfer Notice once given in accordance with this Article 5 shall be withdrawn without the consent in writing of the Board.
- 5.11. The Transfer Notice shall constitute the Company the agent of the Vendor for the sale of the Sale Shares specified therein at the Transfer Price.
- 5.12. Once the Transfer Price has been fixed in accordance with Article 5.3 or determined under Article 5.6 (as the case may be) the Company may, not later than 15 business days from the Transfer Price being fixed or determined exercise its power, subject to the provisions of the Acts, to purchase any (or if the Transfer Notice was stated to be conditional upon all and not part only of the Sale Shares so specified being sold, all) of the Sale Shares at the Transfer Price.
- 5.13. If the Company declines or is unable to exercise the powers referred to in Article 5.12 it shall forthwith give notice in writing to each of the members of the Company (other than the Vendor) informing them that the Sale Shares are available and of the Transfer Price and shall invite each member (other than the Vendor) to state in writing within 28 days from the date of the said notice (which date shall be specified therein) whether he is willing to purchase any and, if so, how many of the Sale Shares at the Transfer Price.
- 5.14. The Sale Shares shall be offered to each member (other than the Vendor) on terms that in the event of competition the Sale Shares offered shall be sold to the members accepting the offer in proportion (as nearly as may be) to their existing holdings of Shares ("Proportionate Entitlement"). It shall be open to each such member to specify if he is willing to purchase Sale Shares in excess of his Proportionate Entitlement ("Excess Shares") and if the member does so specify he shall state the number of Excess Shares.
- 5.15. After the expiry of the offers to be made pursuant to Article 5.13 above the Board shall allocate the Sale Shares in the following manner:
- 5.15.1. if the total number of Sale Shares applied for is equal to or less than the available number of Sale Shares the Company shall allocate the number applied for in accordance with the applications; or
- 5.15.2. if the total number of Sale Shares applied for is more than the available number of Sale Shares, each member shall be allocated his Proportionate Entitlement or such lesser number of Sale Shares for which he may have applied and applications for Excess Shares shall be allocated in accordance with such applications or, in the event of competition, (as nearly as may be) to each member.

applying for Excess Shares in the proportion which the Shares held by such member bears to the total number of Shares held by all such members applying for Excess Shares and provided that such member shall not be allocated more Excess Shares than he shall have stated himself willing to take and in either case the Company shall forthwith give notice of each such allocation ("Allocation Notice") to the Vendor and each of the persons to whom Sale Shares have been allocated ("Member Applicant") and shall specify in the Allocation Notice the place and time (being not later than 14 days after the date of the Allocation Notice) at which the sale of the Sale Shares be completed

- 5 16 Subject to Article 5.17, upon such allocation being made as aforesaid, the Vendor shall be bound, on payment of the Transfer Price for each of the Sale Shares comprised in the Allocation Notice, to transfer the Sale Shares comprised in the Allocation Notice to the Member Applicants named therein at the time and place therein specified. If the Vendor makes default in so doing the chairman for the time being of the Company or failing him one of the directors or some other person duly nominated by a resolution of the Board for that purpose, shall forthwith be deemed to be the duly appointed attorney of the Vendor with full power to execute complete and deliver in the name and on behalf of the Vendor a transfer of the relevant Sale Shares to the Member Applicant and any director may receive and give a good discharge for the purchase money on behalf of the Vendor and (subject to the transfer being duly stamped) enter the name of the Member Applicant in the register of members as the holder or holders by transfer of the Sale Shares so purchased by him or them. The Board shall forthwith pay the purchase money into a separate bank account in the Company's name and shall hold such money on trust (but without interest) for the Vendor until he shall deliver up his certificate or certificates for the relevant Sale Shares to the Company when he shall thereupon be paid the purchase money
- 5 17 If the Vendor shall have included (or be deemed to have included pursuant to these Articles) in the Transfer Notice a provision that unless all the Sale Shares are sold none shall be sold and if the aggregate number of Sale Shares applied for by Member Applicants is less than the total number of Sale Shares then the Allocation Notice shall refer to such provision and shall contain a further invitation open for 28 days to those persons to whom Sale Shares have been allocated to apply for further Sale Shares and completion of the sales in accordance with the preceding paragraphs of this Article shall be conditional upon such provision as aforesaid being complied with in full.
- 5.18. In the event of all the Sale Shares specified in a Transfer Notice (other than a Transfer Notice served under Article 5.1) not being sold under the preceding paragraphs of this Article (such Sale Shares being referred to as the "Unallocated Shares"), the Company shall forthwith give notice in writing of this fact to the Vendor, and should the Vendor then wish to transfer any Unallocated Shares otherwise than in accordance with Article 4, he shall give a fresh Transfer Notice in accordance with Article 5
- 5 19 In the event of all the Sale Shares specified in a Transfer Notice served under Article 5 1 not being

sold under the preceding paragraphs of this Article, the Company shall forthwith give notice in writing of this fact to the Vendor, and the Vendor may (subject to the provisos to this Article 5 19) at any time within 3 calendar months after receiving such notice from the Company that the pre-emption provisions herein contained have been exhausted, transfer any Sale Shares not sold at any price not less than the Transfer Price provided that

- 5.19.1 the purchaser of such Sale Shares shall be the third party identified pursuant to Article 5.1.3,
- 5.19.2 any such sale shall be a bona fide arms length sale and the Board may require to be satisfied in such manner as they may reasonably require that the Sale Shares are being sold in pursuance of a bona fide arms length sale for not less than the Transfer Price without deduction, rebate or allowance whatsoever to the purchaser identified pursuant to Article 5 1.3 and if not so satisfied the Board shall refuse to register the instrument of transfer,
- 5.19.3 if the Transfer Notice was conditional upon all and not part only of the Sale Shares so specified being transferred pursuant to the offer then all of the Sale Shares so specified must be sold to the third party identified pursuant to Article 5.1.3.
- 5 20 Notwithstanding the provisions relating to the transfer of Shares in these Articles, if a transfer of Shares would result, if made and registered, in a person (other than a member at the date of the adoption of these Articles and/or his Permitted Transferees) and/or his Connected Persons and/or his or their Permitted Transferees obtaining a Controlling Interest, no transfer of Shares shall be made or registered unless an Approved Offer is made and accepted
- 5 21 Any transfer of Shares in the Company pursuant to an Approved Offer shall not be subject to the restrictions on transfer or pre-emption provisions contained in these Articles.
- 5 22. If at any time an Approved Offer is made which is accepted by the holders of 66% or more of the Shares, the members who have not accepted the Approved Offer shall be obliged to accept the Approved Offer in respect of the Shares held by them and to sell all of the Shares held by them in accordance with such Approved Offer.
- 5 23 If any person (a "Compulsory Transferor") fails to transfer any Shares in accordance with Article 5 22 above within 28 days of the Approved Offer having been made the Directors may authorise any person to execute and deliver on his behalf the necessary stock transfer form and the Company shall receive the purchase money in trust for the Compulsory Transferor and cause the purchaser to be registered as the holder of such shares (subject to payment of any stamp duty) The receipt of the Company for the purchase money shall be a good discharge to the purchaser (who shall not be bound to see to the application thereof) The Compulsory Transferor shall in such case be bound to deliver up his certificate for such Shares to the Company whereupon he shall be entitled to receive the purchase price without interest.

6. DEEMED TRANSFER NOTICE

- 6.1. Upon a person becoming a Bad Leaver, an irrevocable Transfer Notice shall be deemed to have been issued in respect of all the Bad Leaver Shares on the date on which such person becomes a Bad Leaver in which case the provisions of Article 5 will apply and the transfer price for such Bad Leaver Shares shall be the lower of the Time Based Price per Share and the Transfer Price agreed or determined in accordance with Article 5
- 6.2. If not all of the Bad Leaver Shares offered pursuant to Article 6 1 are acquired pursuant to Article 6.1 then, in each Leaver Window, the Shareholder Majority may give notice to the holder(s) of the Bad Leaver Shares (a "Bad Leaver Window Notice") that a further irrevocable Transfer Notice shall be deemed to have been issued in respect of all the remaining Bad Leaver Shares on the date of issue of the Bad Leaver Window Notice in which case the provisions of Article 5 will apply and the transfer price for such Bad Leaver Shares shall be the lower of the Time Based Price per Share and the Transfer Price agreed or determined in accordance with Article 5.
- 6.3. A Transfer Notice under Article 6 1 or 6 2 shall automatically revoke all previously existing Transfer Notices in respect of the Bad Leaver Shares
- 6 4 Subject to Article 6 7, upon a person becoming a Good Leaver, an irrevocable Transfer Notice shall be deemed to be issued in respect of all the Good Leaver Shares on the date on which such person becomes a Good Leaver in which case the provisions of Article 5 will apply and the transfer price for such Good Leaver Shares shall be the higher of the Time Based Price per Share and the Transfer Price agreed or determined in accordance with Article 5
- 6.5 Subject to Article 6.7, if not all of the Good Leaver Shares offered pursuant to Article 6 4 are acquired pursuant to Article 6 4 then, in each Leaver Window, the Shareholder Majority may give notice to the holder(s) of the Good Leaver Shares (a "Good Leaver Window Notice") that a further irrevocable Transfer Notice shall be deemed to have been issued in respect of all the remaining Good Leaver Shares on the date of issue of the Good Leaver Window Notice in which case the provisions of Article 5 will apply and the transfer price for such Good Leaver Shares shall be the higher of the Time Based Price per Share and the Transfer Price agreed or determined in accordance with Article 5.
- 6.6 A Transfer Notice under Articles 6 4 or 6 5 shall automatically revoke all previously existing Transfer Notices in respect of the Good Leaver Shares
- 6.7. In the event that Alan James Rudge becomes a Good Leaver on or before 28 February 2014, he shall be treated as having become a Good Leaver on 1 March 2014
- 6.8. Once a Transfer Notice is deemed to have been served under Article 6, all prior outstanding Transfer

Notices in respect of the same Shares shall be immediately cancelled and no further Transfer Notices may be served in respect of the same Shares until the Company has notified the Vendor in accordance with Article 5.18 that not all of the Sale Shares have been sold in accordance with the provisions of Article 5

7. PROCEEDINGS OF DIRECTORS

7.1 Unless and until the Company by ordinary resolution shall otherwise determine, there shall be no maximum number of directors and the minimum number of directors shall be one. If and so long as there is a sole director he may exercise all the powers and authorities vested in the directors by these Articles. The quorum necessary for the transaction of the business of the directors when more than one director holds office may be fixed by the directors but unless so fixed shall be four present in person or by their alternate directors. If and so long as there is a sole director, the quorum shall be one. Regulation 89 of Table A shall be modified accordingly.

7.2. The directors, or a committee of the directors, may hold meetings by telephone either by conference telephone connection(s) or by a series of telephone conversations or by exchange of facsimile transmissions or electronic mail addressed to the chairman. The views of the directors, or a committee of the directors, as ascertained by such telephone conversations or facsimile transmissions or electronic mail and communicated to the chairman shall be treated as votes in favour of or against a particular resolution (as appropriate). A resolution passed at any meeting held in this manner and signed by the chairman shall be as valid and effectual as if it had been passed at a meeting of the directors (or, as the case may be, of that committee) duly convened and held. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting is then present.

7.3. A director may vote as a director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote, his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration.

7.4 In the case of an equality of votes the chairman shall not be entitled to a casting vote and regulation 88 of Table A shall be modified accordingly.

8. APPOINTMENT OF DIRECTORS

8.1 No person shall be appointed a director at any general meeting unless either:

8.1.1. he is recommended by the directors, or

8.1.2 not less than 14 nor more than 35 clear days before the date appointed for the general meeting, notice signed by a member qualified to vote at the general meeting has been given to the Company of the intention to propose that person for appointment, together with notice signed by that person

of his willingness to be appointed

8.2 Subject to Article 8.1 above, the Company may by ordinary resolution appoint any person who is willing to be a director, either to fill a vacancy or as an additional director

8.3. The directors may appoint a person who is willing to be a director, either to fill a vacancy or as an additional director

8.4. Any director (other than an alternate director) may appoint any other director, or any person willing to act and approved by resolution of the directors (such approval not to be unreasonably withheld or delayed) to be an alternate director, and Regulation 65 of Table A shall be amended accordingly

9. PROCEEDINGS AT GENERAL MEETINGS

9.1 No business shall be transacted at any meeting unless a quorum is present. Four persons entitled to vote upon the business to be transacted each being a member or a proxy for a member or a duly authorised representative of a corporation that is a member shall be a quorum.

9.2 The chairman shall not be entitled to a casting vote in addition to any other vote he may have

10. DIRECTORS' CONFLICTS OF INTEREST

10.1 This Article 10 contains provisions for dealing with directors' conflicts of interest, so that the general duties of directors set out in sections 171 to 177 of CA06 (the "general duties") are not infringed by anything done (or omitted) by a director in accordance with this Article. So far as is lawful, the general duties have effect subject to any authority given by or under this Article 10

10.2. The authorisations in this Article 10 are subject to any more restrictive provisions contained in any contract between a director and the Company, in any applicable policy or code adopted by the Company or in any conditions imposed in any authorisation under this Article 10. If any such provisions require disclosure or prior approval of any conflict of interest or benefit otherwise authorised by this Article, or impose conditions on any such authorisation (which may include conditions permitted by Article 10.8.2), the authorisations in this Article apply only to the extent that those requirements or conditions are complied with; provided that the directors may excuse any non-compliance either before or after it occurs

10.3 In this Article:

10.3.1 "appointing company" means a company which has, under these Articles or any contract between members of the Company, a right to appoint a director of the Company,

- 10.3.2. "conflict of interest" includes a conflict of duties, or a conflict of interest and duty, or a potential conflict,
- 10.3.3 "director" includes a former director or a shadow director to the extent that the general duties apply to them,
- 10.3.4. "company" includes (except when referring to the Company) any body corporate, partnership, limited liability partnership, unincorporated business or association or other body;
- 10.3.5 "connected company" means
- (a) any associated body corporate (as defined in section 256 of CA06) of the Company;
 - (b) any company which is controlled by any person or group of persons who have control of the Company (to "control" a body corporate meaning to be entitled to exercise or to control the exercise of more than 50% of the voting power at any general meeting of that body corporate),
 - (c) any company promoted by the Company or in which the Company is in any way interested, and
 - (d) any company with which the Company is engaged in any joint venture or joint enterprise
- 10.4. A director may be an officer or employee of, engaged in any other capacity in, or have a direct or indirect interest in.
- 10.4.1. any connected company;
- 10.4.2 if he is a director appointed by an appointing company the appointing company or any member of the same group as his appointing company;
- 10.4.3. any company which does not compete to a material extent with the business of the Company;
- 10.4.4 any company whose securities are dealt with on a recognised investment exchange (as defined in the Financial Services a Markets Act 2000) or on AIM or Plus (or any successors to such markets), provided the director's interest is limited to a direct or indirect holding of securities not amounting to more than 5% of the equity share capital of that company,
- 10.4.5 any trust or scheme whose primary purpose is the provision of pensions, life assurance or employee benefits or any employees' share scheme, and may do anything in the ordinary course of acting in that character which is not calculated directly to harm the interests of the Company.
- 10.5. A director may enter into any transaction in or relating to securities of the Company or its holding company or may have any interest arising as holder of securities of the Company or its holding company or in any transaction in his character as holder of such securities.
- 10.6. A director may exploit any property, information or opportunity wholly outside the scope of the Company's business or that of its connected companies This Article 10.6 does not authorise a director to exploit property of the Company or confidential information of the Company or information received by the Company under a duty of confidentiality.

- 10.7 The directors may authorise any matter proposed to them which otherwise would or might infringe the duty of a director to avoid conflicts of interest, provided that he has declared the nature and extent of his interest as if the matter were a transaction or arrangement with the Company in which he was interested and, in these circumstances, a director may vote and be counted in the quorum on any resolution to authorise a conflict of interest of his and section 175(6) of CA06 shall not apply
- 10.8. The directors may.
- 10.8.1. give any such authorisation subject to such conditions as they think fit;
- 10.8.2 vary or terminate the authorisation or waive, vary or terminate any such conditions at any time or excuse any non-compliance with such conditions either before or after it occurs, but any termination or variation will not affect anything done or committed to be done by the director prior to such termination or variation
- 10.9 The conditions may include that the director:
- 10.9.1. is to be excluded from discussions, whether at meetings of directors or otherwise, relating to matters in respect of which he has the conflict of interest,
- 10.9.2 is not to be given documents or information relating to matters in respect of which he has the conflict of interest;
- 10.9.3. may not vote or count in the quorum at any future meeting of directors in relation to any resolution relating to matters in respect of which he has the conflict of interest.
- 10.10. A director who holds a position outside the Company or its connected companies which does not give rise to a conflict of interest or which is authorised by or under this Article 10 who in that character obtains any information in respect of which he owes a duty of confidentiality to another person (other than a connected company or a director of the Company) is under no obligation to disclose such information to the Company or to use or apply any such confidential information for the purpose of or in connection with the performance of his duties as a director if to do so would amount to a breach of that confidence.
- 10.11 Any authorisation of a conflict of interest authorised by or under this Article 10 shall (unless the contrary intention appears) extend to any conflict of interest which may reasonably be expected to arise out of the matter authorised either at the time of giving the authority or subsequently.
- 10.12. A director is not required to account to the Company for any remuneration, profit or other benefit which he gains from any matter in respect of which he has a conflict of interest which has been authorised by or under this Article 10. No contract, arrangement or transaction shall be avoided on the grounds of any conflict of interest so authorised and the receipt of such remuneration, profit or benefit shall not constitute a breach of the director's duty not to accept benefits from third parties

10.13. The Company may by ordinary resolution authorise or ratify any contract, transaction, arrangement, conflict of interest, acceptance of a benefit or other proposal which might otherwise infringe or may have infringed the general duties, including any contravention of any provision of this Article 10. When shareholders ratify a conflict of interest the vote of any shareholder who is also an interested director will not be counted.

10.14. A director may accept from third parties and retain the benefit of:

10.14.1. entertainment of a character and extent that can reasonably be regarded as intended to foster relationships between the Company and such person and not to exercise improper influence over the decisions of the director and in any event not exceeding (in the reasonable estimation of the director) a cost of £1,000 on any occasion or £5,000 from any one company or person in any financial year of the Company;

10.14.2. training, travel, meals, accommodation or other services or facilities in the ordinary course of the director's functions on behalf of the Company,

10.14.3. small gifts with a cost (in the reasonable estimation of the director) not exceeding £250 from any one company or person in any financial year of the Company;

10.14.4 frequent flyer or similar incentives for use of travel or accommodation, or incentives for the use of personal credit or debit cards for Company expenses, provided openly under a published scheme, where the value of the incentives (in the director's reasonable estimation) does not exceed 2% of the expenditure on the item; and

10.14.5 anything which would be permitted by Articles 10.14.1 to 10.14.4 but for any financial limit, if the directors resolve to waive the financial limit in relation to that particular thing

10.15 The directors may authorise the receipt and retention by a director or any specific benefit from a third party which has been disclosed to the directors which is not authorised by Article 10.14.5

11. INDEMNITY

11.1. Subject to the provisions of the Acts, every director or other officer of the Company shall be indemnified out of the assets of the Company against all costs, charges, expenses, losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company. No director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the proper execution of the duties of his office or in relation thereto.

11.2. Without prejudice to the provisions of Article 10.1, the Board shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, employees or auditors of the Company or of any subsidiary undertaking of the Company including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or the exercise or purported exercise of their powers and/or otherwise in relation to or in connection with their duties, powers or offices in relation to the Company or any such subsidiary undertaking.