

Company number 07407979

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

A GROUP (ANGLIA) LIMITED (Company)

CIRCULATION DATE 22/3/2011 (Circulation Date)

THURSDAY



Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution be passed as a special resolution (**Resolution**)

SPECIAL RESOLUTION

1. ARTICLES OF ASSOCIATION

THAT the draft regulations, which for the purposes of identification are attached to this Resolution, be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution

The undersigned, being the only members entitled to vote on the above Resolution on the Circulation Date, hereby irrevocably agree to the Resolution

Signed by Stephen Faulkner

A handwritten signature in black ink, appearing to be "S Faulkner".

Date

22/3/2011

Signed by Paul Luxford

A handwritten signature in black ink, appearing to be "Paul Luxford".

Date

22/3/2011

Signed by Klaus Zappe

A handwritten signature in black ink, appearing to be "Klaus Zappe".

Date

22/3/2011

Signed by Brian Anderson



Date

22/3/2011

Signed by Patricia Anderson



Date

22/3/2011

NOTES

- 1 If you agree to the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning the signed version either by hand or by post to [NAME AND ADDRESS TO RETURN RESOLUTION TO]

You may not return the Resolution to the Company by any other method

If you do not agree to the Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply

- 2 Once you have indicated your agreement to the Resolution, you may not revoke your agreement
- 3 Unless, by the date which is 28 days after the Circulation Date (beginning with the Circulation Date), sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date
- 4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

Company number 01407979

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

A GROUP (ANGLIA) LIMITED (Company)

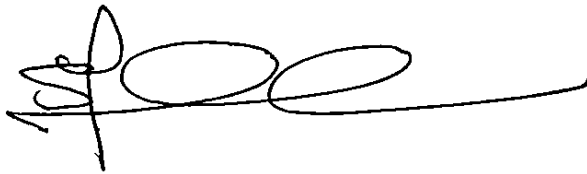
Passed on 22/3/2011

The following resolution was duly passed as a special resolution on
by way of written resolution under Chapter 2 of Part 13 of the Companies Act 2006

SPECIAL RESOLUTION

THAT the draft regulations, which for the purposes of identification are attached to this
Resolution, be adopted as the articles of association of the Company in substitution for, and
to the exclusion of, the existing articles of association

Signed

A handwritten signature in black ink, consisting of a stylized 'S' followed by several loops and a long horizontal stroke.

Director



A47

14/04/2011
COMPANIES HOUSE

127

Handwritten signature and date: "11.02.11" and "Re" written below it.

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

A GROUP (ANGLIA) LIMITED

(Adopted by special resolution passed on 22 MARCH 2011)

INTRODUCTION

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires

Act: means the Companies Act 2006,

appointor: has the meaning given in article 11(1),

Articles: means the company's articles of association for the time being in force,

Board means the Board of directors of the Company from time to time,

business day: means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,

Conflict: has the meaning given in article 7.1,

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

Model Articles. means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles,

Primary Directors: Stephen Faulkner, Paul Luxford and Klaus Zappe, and

Primary Shareholders: Stephen Faulkner, Paul Luxford and Klaus Zappe

- 1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles
- 1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles
- 1 4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise
- 1 5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of
- (a) any subordinate legislation from time to time made under it, and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1 6 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1 7 The Model Articles shall apply to the company, except in so far as they are modified or excluded by these Articles
- 1 8 Articles 8, 9(1), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 44(2), 49, 52 and 53 of the Model Articles shall not apply to the company
- 1 9 Article 7 of the Model Articles shall be amended by
- (a) the insertion of the words "for the time being" at the end of article 7(2)(a), and
 - (b) the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may"
- 1 10 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity"

- 1 11 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But"
- 1 12 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name"
- 1 13 Articles 31(1)(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide"

DIRECTORS

2. UNANIMOUS DECISIONS

- 2 1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter
- 2 2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing
- 2 3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting

3. CALLING A DIRECTORS' MEETING

- 3 1 Any director may call a directors' meeting by giving not less than 5 business days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice

4. QUORUM FOR DIRECTORS' MEETINGS

- 4 1 Subject to article 4 3, the quorum for the transaction of business at a meeting of directors is any two eligible directors which must include at least two Primary Directors
- 4 2 If a quorum is not present within 30 minutes after the time specified for any meeting then it shall be adjourned for 3 business days at the same time and place Subject to Article 4 3 the quorum for an adjourned meeting is any two eligible directors which must include at least two Primary Directors

4 3 For the purposes of any meeting (or part of a meeting) held pursuant to article 7 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director

4 4 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision

(a) to appoint further directors, or

(b) to call a general meeting so as to enable the shareholders to appoint further directors

5. CASTING VOTE

5 1 The Primary Directors may appoint one of the Primary Directors to be the chairman of the Board of directors and may at any time remove him from that office. If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall not have a casting vote

6. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

6 1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company

(a) may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested,

(b) shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested,

(c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested,

(d) may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,

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

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

7. DIRECTORS' CONFLICTS OF INTEREST

7.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**)

7.2 Any authorisation under this article 7 will be effective only if

- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted

7.3 Any authorisation of a Conflict under this article 7 may (whether at the time of giving the authorisation or subsequently)

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,
- (c) provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the Conflict,
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,
- (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the company) information that is confidential to a third party, he will not be obliged to disclose that information to the company, or to use it in

relation to the company's affairs where to do so would amount to a breach of that confidence, and

- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters

7.4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict

7.5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation

7.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

8. RECORDS OF DECISIONS TO BE KEPT

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye

9. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two

10. APPOINTMENT AND RESIGNATION OF DIRECTORS

10.1 Subject to clause 10.2, for so long as a Primary Shareholder holds shares and is an employee of the Company he shall be entitled to remain a director of the Company. Should a Primary Shareholder cease to hold shares or be employed by the Company for any reason he shall immediately resign as a director of the Company

10.2 If any director is subject to a bankruptcy order being made against him, or an arrangement or composition being made with his creditors, he shall immediately resign as a director of the Company

10.3 In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director

11. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

11.1 Any Primary Director (**appointor**) may appoint as an alternate any other director, or any other person approved by the appointer, to

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

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor

11.2 Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors

11.3 The notice must

- (a) identify the proposed alternate, and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

12. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

12.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor

12.2 Except as the Articles specify otherwise, alternate directors

- (a) are deemed for all purposes to be directors,
- (b) are liable for their own acts and omissions,
- (c) are subject to the same restrictions as their appointors, and
- (d) are not deemed to be agents of or for their appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member

12.3 A person who is an alternate director but not a director

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating),
- (b) may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate), and
- (c) shall not be counted as more than one director for the purposes of articles 12.3(a) and (b)

12.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present

12.5 An alternate director may be paid expenses and may be indemnified by the company to the same extent as his appointor but shall not be entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company

13. TERMINATION OF ALTERNATE DIRECTORSHIP

An alternate director's appointment as an alternate terminates

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

14. SECRETARY

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors

SHARES

15 FURTHER ISSUES OF SHARES. PRE-EMPTION

- 15 1 Unless otherwise agreed by special resolution passed in accordance with section 283 of the Act, if the Company proposes to allot any shares, those shares shall not be allotted to any person unless the Company has first offered them to all shareholders on the same terms, and at the same price, as those shares are being offered to other persons on a pari passu and pro rata basis to the number of shares held by those holders (as nearly as possible without involving fractions) The offer shall be in writing, and give details of the number and subscription price of the shares
- 15 2 Any shares referred to in the Company's offer, for which the shareholders do not subscribe, may be issued by the Company as it thinks fit, provided that any such issue is completed within 40 business days after the Company's notice of the offer
- 15 3 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) where the consent for that allotment of every shareholder has been obtained as required by these Articles and that allotment otherwise conforms to the requirements of these Articles

16. SHARE TRANSFERS

- 16 1 In these Articles, reference to the transfer of a share includes the transfer, assignment or other disposal of a beneficial or other interest in that share, or the creation of a trust or incumbrance over that share and reference to a share includes a beneficial or other interest in a share
- 16 2 No shareholder shall transfer any share except in accordance with articles 16 to 19 inclusive or with the prior written consent of the other shareholders or pursuant to any shareholders' agreement
- 16 3 Subject to articles 18 and 19, should any shareholder wish to transfer the legal and beneficial ownership of all or any of their shares (such party being a "**Seller**" and such transaction being referred to in this article 16 as a "**Transfer**") to any third party from which a bona fide offer has been received, the Seller shall serve on the Board (acting for the purposes of this article 16 as agent for the Company) a notice in writing of his wish to transfer all or any of his shares accompanied by the relevant share certificates Such notification (**Transfer Notice**) shall
- (a) state the number of shares which the Seller desires to transfer ("**Sale Shares**"),

- (b) state, if applicable, the Sale Price (as defined in article 16 8) for the Sale Shares and constitute the Board as the Seller's agent for the sale of the Sale Shares at the Sale Price (as defined in article 16 8), and
- (c) give details of the other person to whom the Seller wishes to transfer the Sale Shares in the event that no purchaser shall have been found pursuant to articles 16 5 to 16 8 inclusive

A Seller may withdraw a Transfer Notice by notice in writing given to the Company within 10 business days after communication to him of the Auditors' written opinion of the Sale Price pursuant to article 16 8, but a Seller may not in any other circumstances withdraw or vary a Transfer Notice which has been given or deemed to have been given. No Transfer Notice may be given if a Request Notice has already been given in accordance with article 17 2 and the procedures and actions relating to any such notice have not yet been completed.

- 16 4 Any Transfer of shares pursuant to this article 16 shall be made free from any Encumbrance and with all rights attached to the Sale Shares as at the date of service of the Transfer Notice, but without the benefit of any other warranties or representations whatsoever.
- 16 5 Within five business days after the Board has received a Transfer Notice or, if later, within five business days after the Sale Price has been determined in accordance with article 16 8 (and, if applicable, after a Seller has informed the Board that he does not wish to exercise his right to withdraw a Transfer Notice under article 16 3 or such right has ceased to be exercisable), the Board shall offer the Sale Shares to the other shareholders (**Offerees**) in their respective Relevant Proportions at that time (**Share Entitlement**). Such offer shall include details in writing of the number of the Sale Shares and the Sale Price and shall invite the Offerees to specify in writing to the Company within 10 business days from the date of such offer whether they are willing to purchase all (but not some only) of the Sale Shares at the Sale Price. The Board shall, at the same time, give details to the Offerees of the person to whom the Seller wishes to transfer the Sale Shares if the Offerees choose not to purchase the Sale Shares. If an Offeree does not inform the Board within 10 business days of the date of the offer that he wishes to purchase his Share Entitlement at the Sale Price, such Offeree shall be deemed to have declined his Share Entitlement (**Declining Offeree**). If any Offeree has accepted his Share Entitlement in writing to the Board within 10 business days of the date of the offer (**Accepting Offeree**), then the Board shall within 15 business days of the date of the original offer, offer such Accepting Offeree(s) in their Relevant Proportions the Share Entitlement of any Declining Offeree(s). If an Accepting Offeree does not within 25 business days of the date of the original offer inform the Board that he wishes to purchase his Relevant Proportion of the Share Entitlement of such Declining Offeree(s), the Accepting Offeree shall be deemed to have declined his Relevant Proportion of the Share Entitlement of such Declining Offeree(s).

- 16 6 The Board shall, on the expiry of the 25 business day period referred to in article 16 5 notify the Seller whether the Offeree or Offerees (as appropriate) are willing to purchase the Sale Shares. If the Offeree or Offerees (as appropriate) are willing to purchase all (but not some only) of the Sale Shares, the Seller shall be bound, on receipt of the Sale Price in cash, to transfer the Sale Shares to the Offeree or Offerees (as appropriate). The purchase shall be completed as soon as reasonably practicable at a place and time to be appointed by the Board when, against payment of the Sale Price and subject to payment by the Offeree or Offerees (as appropriate) of any relevant stamp duties, the Offeree or Offerees (as appropriate) shall be registered as the holder(s) of the Sale Shares in the register of members of the Company and a share certificate in the name of the Offeree or each of the Offerees (as appropriate) in respect of the Sale Shares shall be delivered.
- 16 7 If the Offerees decline or are deemed to have declined the offer to purchase all of the Sale Shares pursuant to article 16 5, the Seller shall not be obliged to sell any Sale Shares to any Accepting Offeree(s) but may (subject, if appropriate, to his compliance with article 18) sell and transfer all (but not some only) of the Sale Shares at any time within the following three months to the person named in the Transfer Notice in pursuance of a bona fide sale at any price not being less than the Sale Price.
- 16 8 For the purposes of this article 16 "**Sale Price**" means the price for the Sale Shares specified (if any) in the Transfer Notice as being the price offered by the third party from which the Seller has received the bona fide offer or (if no such price is so specified) the fair value of the Sale Shares as the Seller and the Accepting Offeree(s) shall agree or, failing agreement, as the Auditors (acting as experts and not as arbitrators) shall state in writing to be in their opinion the fair selling value of the Sale Shares on the open market, having regard to the fair value of the business of the Company as a going concern and on the bases of an arm's length transaction as between a willing seller and a willing purchaser and that the Sale Shares are sold free of all Encumbrances. For the purposes of this article 16 the Auditors shall disregard the fact that the Sale Shares represent a minority or a majority of the Company's issued share capital, as appropriate. The determination of the Auditors shall be final and binding on all concerned save in the case of manifest error. The cost of obtaining the certificate of the Auditors shall be borne as to 50% by the Seller and as to 50% by the Accepting Offeree(s). The Board shall provide to the Auditors all information which a prudent prospective purchaser of the entire issued share capital of the Company might reasonably require if such purchaser were proposing to purchase it from a willing seller by private treaty and at arm's length and the Auditors shall take account of such information in giving their opinion.
- 16 9 The Company may receive any purchase monies on behalf of the Seller but shall not be bound to earn or pay interest on it. The receipt by the Company of the purchase monies shall be a good discharge to the relevant Accepting Offeree, who shall not be bound to see to its application. If an Accepting Offeree fails to deliver the purchase monies to the Seller on the completion date, the purchase monies shall bear interest

at the Default Interest Rate calculated on a daily basis and compounded monthly
The Seller irrevocably authorises the directors to approve the registration of any
Transfer pursuant to this article 16

- 16 10 For the purposes of this article 16 the following terms shall have the following meanings,

Auditors means the auditors of the Company for the time being or if the Company has lawfully not appointed auditors, its accountants for the time being, or if in either case such firm is unable or unwilling to act in any particular case, such firm of chartered accountants as may be agreed between the Seller and the Company acting by the Board (or, in default of agreement, as may be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales (or any successor body) or any officer nominated by him),

Default Interest Rate means 4% above the base rate of Barclays Bank plc (or any successor bank) from time to time,

Encumbrance means any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, option, restriction, claim, right of pre-emption, right of first refusal, third party right or interest, other encumbrances or security interest of any kind (or an agreement or commitment to create any of them) or other preferential arrangement having similar effect, and

Relevant Proportion means the percentage of the total number of shares of the Company held by a shareholder from time to time

17. OBLIGATORY TRANSFERS

- 17 1 A person entitled to a share in consequence of the bankruptcy of a shareholder (or equivalent procedure in any jurisdiction outside England and Wales) shall be deemed to have given a transfer notice in respect of that share at such time as the Primary Directors may determine
- 17 2 In the event of the death of any shareholder (**Outgoing Shareholder**), the surviving shareholders, providing they collectively hold at least 50% of the issued share capital, (**Surviving Shareholders**) shall be entitled within 6 months of the date of the Deceased Shareholder's death to serve notice on the Outgoing Shareholder's estate (**Request Notice**) requiring that all the Outgoing Shareholder's shares be offered to the Surviving Shareholders on a pro rata basis to the number of shares held by the Surviving Shareholders or in such other priority as agreed upon by the Surviving Shareholders. On service of a Receipt Notice the recipients shall be deemed to have served a Transfer Notice in respect of the Outgoing Shareholder's shares in accordance with article 16 3

18. DRAG ALONG

- 18.1 If an offer (**Offer**) is made by any person acting bona fide at arms length (**Offeror**) to any one or more of the shareholders to acquire a Significant Interest in the issued equity share capital of the Company and such shareholders decide to accept the Offer ("**Selling Majority**"), the Selling Majority shall serve a Transfer Notice in respect of their shares. If following compliance with the provisions of article 16 the provisions of article 19 apply, subject to article 18.6 the Selling Majority shall have the option ("**the Drag Along Option**") to require all the other shareholders to transfer all their shares to the Offeror or as the Offeror shall direct in accordance with this article 18.
- 18.2 The Selling Majority may exercise the Drag Along Option by giving notice to that effect (**Drag Along Notice**) to all other shareholders (**Called Shareholders**) at any time before the transfer of shares to the Offeror. A Drag Along Notice shall specify that the Called Shareholders are required to transfer all their Shares (**Called Shares**) pursuant to article 18.1 at the price at which, and otherwise on the terms that, the Called Shares are to be transferred and the proposed date of transfer.
- 18.3 A Drag Along Notice is irrevocable but the Drag Along Notice and all obligations thereunder will lapse if for any reason the Offeror does not obtain a Significant Interest caused by a transfer of shares by the Selling Majority to the Offeror within 60 days after the date of the Drag Along Notice.
- 18.4 The Called Shareholders shall be obliged to sell the Called Shares upon the same terms and at the price offered by the Offeror pursuant to article 18.1. If the Called Shareholder does not, on completion of the sale of the Called Shares, execute transfers in respect of all of the Called Shares held by him, the Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by any the Selling Majority shareholders to be his agent to execute all necessary transfer(s) on his behalf, against receipt by the Company (on trust for such shareholder) of the purchase price payable for the Called Shares and to deliver such transfer(s) to the Offeror (or as he may direct) as the holder thereof. After the Offeror (or his nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this article 18.
- 18.5 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Selling Majority's shares unless
- (a) all of the Called Shareholders and the Selling Majority agree otherwise, or
 - (b) that date is less than 7 days after the Drag Along Notice, where it shall be deferred until the 7th day after the Drag Along Notice.
- 18.6 No Drag Along Option shall be effective or exercisable until the first anniversary of this Agreement.

18 7 For the purposes of articles 18 and 19 "**Significant Interest**" means, in relation to a body corporate, the power of a person or persons acting in concert with each other to secure that its affairs are conducted in accordance with the wishes of that person or persons by means of a holding of shares which in aggregate confers 70% or more of the voting rights normally exercisable at general meetings of that company or other body corporate

19. TAG ALONG

19 1 If an Offer is made by an Offeror to any one or more of the shareholders to acquire a Significant Interest in the issued equity share capital of the Company and the Selling Majority decide to accept the Offer, the Selling Majority shall procure the making by the Offeror of the Offer to all of the other shareholders on the same terms and at the same price as the Offer (**Tag Along Offer**) On receipt of the Offer or Tag Along Offer in writing every shareholder shall be bound within 28 days of the date of the Offer or Tag Along Offer either to **accept** or reject the Offer or Tag Along Offer (as the case may be) in writing (and in default of so doing shall be deemed to have rejected the Offer or Tag Along Offer) Until such Tag Along Offer has been made in accordance with this clause, the shareholders shall procure that the Board shall not sanction the transfer and registration of any shares pursuant to an Offer

DECISION MAKING BY SHAREHOLDERS

20. GENERAL MEETINGS

20 1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be two shareholders present in person or by proxy, of which at least two must be Primary Shareholders No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on

21. POLL VOTES

21 1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting

21 2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article

22. PROXIES

22 1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours

before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate"

- 22 2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article

ADMINISTRATIVE ARRANGEMENTS

23. MEANS OF COMMUNICATION TO BE USED

- 23 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient

- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this article, no account shall be taken of any part of a day that is not a working day

- 23 2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act

24. INDEMNITY

- 24 1 Subject to article 24 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

(a) each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer

(i) in the actual or purported execution and/or discharge of his duties, or in relation to them, and

(ii) in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the company's (or any associated company's) affairs, and

(b) the company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 24(1)(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

24 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

24 3 In this article

(a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

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

25. INSURANCE

25 1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss

25 2 In this article

- (a) a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor),
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company, and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate