

THE COMPANIES ACT 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

**MEMORANDUM OF ASSOCIATION
OF
ANTLER HOLDINGS LIMITED**

THURSDAY



"L88R18HZ"

LD2

26/03/2009

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COMPANIES HOUSE

- 1 The Company's name is "Antler Holdings Limited".¹
- 2 The Company's registered office is to be situated in England and Wales.
- 3 The Company's objects are:
 - (a) To carry on all or any of the businesses of general merchants and traders, cash and credit traders, importers, exporters, designers, manufacturers, manufacturers' agents and representatives, buyers, sellers, distributors, factors, wholesalers, retailers, letters on hire and shippers of and dealers in produce, products, goods, wares and merchandise and electronic, engineering, military, electric, communications, desalination, glass, domestic, mining, industrial and agricultural equipment and items and accessories and spare parts of every description, franchise operators; to participate in, undertake, perform and carry on all kinds of commercial, industrial, trading and financial operations and enterprises, consultants, market research specialists, experts and advisers in aircraft, robotics, computers, electronic and engineering equipment of every kind, business, office, energy and other systems and costs analysis, efficiency techniques, marketing and sales promotion, management, commercial, social and other undertakings and pension, insurance, finance, technical, economic and financial matters; to carry on the business of farming and of traders and dealers in and breeders of animals and to create establish and maintain an organisation for the purchase, sale, vending, distribution, advertising or introduction of products, carry on all or any of the businesses of brokers and dealers in aircraft of every description and land and waterborne vehicles of every description and haulage and transport contractors, removers, general storekeepers and warehousemen, discount and credit traders, mail order specialists, railway, shipping, forwarding agents and printers and publishers; to carry on the businesses of builders and estate agents and to acquire by purchase, lease, exchange or otherwise for development, investment, letting, or resale and to traffic in land and buildings and other property of any tenure or any interest therein; to carry on the business of travel agents, and to organise, arrange and facilitate travelling, whether by air, rail, sea, road or otherwise, and to provide passengers, travellers and tourists with hotel and other services and conveniences of all kinds; and to purchase or otherwise acquire and take over any businesses or undertakings as and when may be deemed expedient, or to become interested in, and to carry on or dispose of, remove or put an end to the same or otherwise deal with any such businesses or undertakings in any part of the world as may be thought desirable; and to act as merchants generally.

¹ Pursuant to a special resolution dated 15 July 2004, the Company's name was changed from Inhoco 3060 Limited to Antler Holdings Limited on 11 August 2004.

Company No. 5069235

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

and

ARTICLES OF ASSOCIATION

of

ANTLER HOLDINGS LIMITED

(Incorporated on 10th March 2004)

(as amended and in force as at 19 September 2008)

ADDLESHAW GODDARD

- (b) To carry on business as a general commercial company.
- (c) To carry on any other trade or business which in the opinion of the directors is capable of being conveniently or advantageously carried on in connection with or ancillary to any of the activities of the Company or calculated directly or indirectly to enhance the value of or render more profitable any of the property or rights of the Company or to otherwise advance the interests of the Company and its members.
- (d) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch, division or department thereof or which may enhance the value of any other property.
- (e) To build, construct, develop, maintain, alter, enlarge, pull down and remove or replace any buildings, offices, factories, mills, works, wharves, roads, bridges, railways, tramways, waterways, machinery, engines, walls, fences, banks, dams, sluices or watercourses, gas works, electric works, drainage and sewage works, and buildings of all descriptions, and to clear sites for the same, or to join with any person, firm or company in doing any of the things aforesaid, and to work, manage, and control the same or join with others in so doing.
- (f) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
- (g) To purchase or otherwise acquire and undertake all or any part of the business, goodwill, property, assets, obligations, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company and to pay cash or to issue any shares, stocks, debentures or debenture stock in the Company in consideration for such purchase or acquisition.
- (h) To improve, manage, construct, repair, develop, exchange, let on lease, rent, royalty, share of profits or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, easements, options, rights and privileges in, over or in respect of, or otherwise deal with, all or any part of the undertaking, property and assets of the Company for such consideration as the directors may think fit.
- (i) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- (j) To borrow or raise money with or without security in such manner as the Company shall think fit and in particular by the issue of debenture or debenture stock charged upon all or any of the Company's property, both present and future including all its uncalled capital for the time being, and to re-issue any debentures at any time paid off, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.

- (k) For the purposes of or in connection with the business of the Company and in particular for the purpose of securing the repayment of any monies borrowed or the performance of any obligation or liability undertaken or binding on the Company, to mortgage and charge the undertaking and all or any of the real and personal property and assets, present and future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurances.
- (l) To lend and advance money or give credit to any company, firm or person with or without security and on such terms as the Company may approve and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, and whether or not such guarantee is given in connection with or pursuant to the attainment of the objects herein stated to give guarantees and indemnities of all kinds and (without prejudice to the generality of the foregoing) to guarantee either by personal covenant or by way of indemnity or by mortgaging or charging all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by all three such methods, the performance of the contracts or obligations and the payment of the capital or principal (together with any premium) of and dividends or interest on any debenture, stocks, shares or other securities of any company, firm or person and in particular (but without limiting the generality of the foregoing) any company which is for the time being the Company's holding company, or subsidiary company or otherwise associated with the Company in business.
- (m) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (n) To purchase and maintain insurance for the benefit of any persons who were at any time directors, officers, employees or auditors of the Company or of any other company which is its holding company or in which the Company or such holding company has any interest (whether direct or indirect) or which is in any way allied to or associated with the Company, or of any subsidiary undertaking of the Company or of any such other company or who are or were at any time trustees of any pension fund in which employees of the Company, or of any such other company or subsidiary undertaking, are interested, including (but not limiting the generality of the foregoing) insurance against any liability incurred by such person in respect of any act or omission in the actual or purported execution and/or discharge of their duties to any such company, subsidiary undertaking or pension fund and to such extent as may be permitted by law otherwise to indemnify or to except any such person against or from any such liability.
- (o) To apply for, promote, and obtain any Act of Parliament, order or licence of any governmental department or local or statutory authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (p) To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the

Company may think desirable and to carry out, exercise and comply with any such charters, decrees, rights, privileges and concessions.

- (q) To subscribe for, take, purchase or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.
- (r) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.
- (s) To carry on the business of a holding company in all its branches and to establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of the Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of the Company, and to acquire and hold or dispose of shares, stock or securities and guarantee with or without security the payment of dividends, interest or capital of any shares, stock or securities issued by, or any other obligations of, any such company.
- (t) To pay for any property or rights acquired by the Company, or for any services rendered to the Company or for any obligation or liability undertaken or agreed to be undertaken by the Company either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (u) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stocks or securities so acquired.
- (v) To amalgamate with any other company whose objects are or include objects similar to those of the Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding-up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.
- (w) To enter into any partnership, syndicate, joint-venture or joint purse arrangement or arrangement for sharing profits, union of interests, reciprocal concessions or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of the Company or which is capable of being carried on so as directly or indirectly to benefit the Company and to acquire and hold, sell, deal with or dispose of shares, stock or securities of, or other interests in, any such company, and to guarantee with or without

security the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of, and to subsidise or otherwise assist, any such company.

- (x) To act as agents or brokers and as trustees, custodians and bailees for any person, firm or company and to undertake and perform sub-contracts.
- (y) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares or other securities of the Company.
- (z) To establish, maintain and administer or procure the establishment, maintenance and administration of profit sharing schemes, share option schemes and employee share schemes of all kinds and of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, grants or emoluments to, any persons who are or were at any time in the employment or service of the Company, or of any company which is for the time being a subsidiary, or holding company of the Company or another subsidiary of any such holding company or otherwise associated with the Company in business or who are or were at any time directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependents of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid and to make payments for or towards the insurance of any such persons as aforesaid and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.
- (aa) Subject to and provided that the provisions of sections 155 to 158 inclusive of the Companies Act 1985 ("the Act") are duly complied with (if and so far as such provisions shall be applicable) to give, whether directly or indirectly, any kind of financial assistance (as defined in section 152(1)(a) of the Act) for any such purpose as is specified in section 151(1) and/or section 151(2) of the Act as may be lawful.
- (bb) To distribute among the members of the Company in specie by dividend, bonus or by way of reduction of capital any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (cc) To procure the Company to be registered or recognised in any foreign country or place and to establish branch businesses and local agencies in any part of the world.
- (dd) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, trustees, custodians, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- (ee) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

And so that:

- (A) None of the objects set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause, or by reference to or inference from the name of the Company.
 - (B) None of the sub-clauses of this clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this clause as though each such sub-clause contained the objects of a separate company.
 - (C) The word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.
 - (D) In this clause the expression the "Act" means the Companies Act 1985, but so that any reference in this clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
 - (E) In this clause, the expressions "holding company", "subsidiary" and "subsidiary undertaking" shall have the same meanings as given to those terms in the Act.
- 4 The liability of the members is limited.
- 5 The Company's share capital is £1,062 divided into 26,200 "A" ordinary shares of 1 penny each and 80,000 "B" ordinary shares of 1 penny each.²

² On incorporation, the authorised share capital was £1,000 divided into 1000 ordinary shares of £1 each. By written resolution passed on 8 June 2008, 999 ordinary shares of £1 each in the authorised but unissued share capital of the Company were subdivided and redesignated as 19,900 A ordinary shares of 1 penny each and 80,000 B ordinary shares of 1 penny each, and the 1 ordinary share of £1 in the Company's issued share capital was subdivided and redesignated as 100 A ordinary shares of 1 penny each. By an Ordinary Resolution passed on 19 July 2006, the authorised share capital was increased to that stated above by the creation of a further 6,200 "A" ordinary shares of 1 penny each.

We, the subscriber to this memorandum of association, wish to be formed into a company pursuant to this memorandum; and we agree to take the number of shares shown opposite our name below.

Name and address of the Subscriber	Number of shares taken by the subscriber
Inhoco Formations Limited 100 Barbirolli Square Manchester M2 3AB For and on behalf of Inhoco Formations Limited Authorised signatory	One
Total shares taken	One

Dated 4 March 2004

Witness to the above signature:

Muriel Thorne
Corporate Services Assistant
100 Barbirolli Square
Manchester
M2 3AB

Company No. 5069235

The Companies Acts 1985 and 1989

Private Company Limited By Shares

**ARTICLES OF ASSOCIATION
of
ANTLER HOLDINGS LIMITED**

(Incorporated on 10th March 2004)

**(As adopted and in force on
19 September 2008)**

ADDLESHAW GODDARD

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THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

ANTLER HOLDINGS LIMITED

adopted by special resolution passed on 8 June 2004

1 Interpretation

1.1 The following words and expressions shall bear the following meanings in these articles:

³**2006 Act** means the Companies Act 2006 to the extent to which the same is for time being in force and includes all orders which may be or have been made under or pursuant to that Act including (without limitation) its commencement orders

⁴**"A" Majority** means the holders of over half the "A" Ordinary Shares for the time being in issue

"A" Ordinary Shareholder means a person entered in the register of members of the Company as the holder from time to time of an "A" Ordinary Share

⁵**Acts** means the Act and the 2006 Act

⁶**Affiliate** means, in relation to an Investor:

(a) any Fund of which that Investor (or any group undertaking of that Investor) or that Investor's (or any group undertaking of that Investor's) general partner, trustee, nominee, manager or adviser, is a general partner, trustee, nominee, manager or adviser;

(b) any group undertaking of that Investor or of that Investor's general partner, trustee, nominee, manager or adviser (excluding any portfolio company thereof);

(c) any general partner, limited partner, trustee, nominee, operator, arranger or manager of, adviser to, or holder of interests (whether directly or indirectly) in, that Investor (or of, to or in any group undertaking of that Investor) or of, to or in any Fund referred to in (a) above or of, to or in any group undertaking referred to in (b) above; or

(d) any Co-Investment Scheme of that Investor (or of any group undertaking of that Investor) or of any person referred to in (a), (b) or (c) above, or any person holding

³ Inserted by special resolution passed on 19 September 2008

⁴ Inserted by special resolution passed on 19 September 2008

⁵ Inserted by special resolution passed on 19 September 2008

⁶ Inserted by special resolution passed on 19 September 2008

shares or other interests under such scheme or entitled to the benefit of shares or other interests under such scheme;"

Auditors means the auditors of the Company from time to time

"B" Ordinary Shareholder means a person entered in the register of members of the Company as the holder from time to time of a "B" Ordinary Share

Board means the board of directors of the Company from time to time or any duly authorised committee of such board

Co-Investment Scheme means a scheme under which certain officers, employees or partners of an Investor (as defined in the Shareholders' Agreement) or its adviser or manager are entitled (as individuals or through a body corporate or any other vehicle) to acquire shares that the Investor would otherwise acquire

Connected in the context of determining whether one person is Connected with another shall be determined in accordance with the provisions of section 839 of ICTA and a **person Connected** with another person shall be construed accordingly

Default Period means each period commencing on the date on which any of the following first occurs, and ending on the date on which each of the following no longer applies:

- (a) the Company is in breach of any of the financial covenants contained in clause 21 of the Facilities Agreement or
- (b) the Company or any of the Managers is in breach of the Shareholders' Agreement or in breach of these Articles and such breach has not been waived and which (if capable of remedy) has not been remedied within 14 days of it being required to be remedied under the Shareholders' Agreement or Articles

Facilities Agreement means the facilities agreement dated on or about the date on which these articles are adopted between (among others) (1) the Governor and Company of the Bank of Scotland (in its capacities as Agent, Security Trustee, Working Capital Bank Arranger, Original Lender and Guarantor Bank (as each of these terms is defined therein) and (2) the Company

FSMA means the Financial Services and Markets Act 2000 as amended or its successor legislation

Fund means any bank, investment trust or investment company, unit trust, building society, industrial provident or friendly society, any other collective investment scheme (as defined by the FSMA), any investment professional (as defined in article 19(5)(d) of the FSMA (Financial Promotion) Order 2001 (**FPO**), any high net worth company or unincorporated association or high value trust (as defined in article 49(2) (a) to (c) of the FPO), partnership, limited partnership, pension fund or insurance company or any person who is an authorised person under the FSMA, any subsidiary undertaking or parent undertaking of any of the foregoing and any co-investment scheme in relation to any of the foregoing

⁷Group means the Company and its subsidiary undertakings and any new holding company for the time being, and **"member of the Group"** and **"Group Company"** shall be construed accordingly

ICTA means the Income and Corporation Taxes Act 1988

⁷ Inserted by special resolution passed on 19 September 2008 to replace existing provision

Independent Accountant means a chartered accountant in England and Wales of a least 5 years post qualification experience chosen by agreement between the Board (with the consent of an Investor Director) and the transferor or, in default of such agreement within 7 days of any party first proposing a name, determined in writing, on the application of either the Board or the transferor, by the President for the time being of the Institute of Chartered Accountants in England and Wales

Intercreditor Deed means the intercreditor deed dated on or about the date on which these articles are adopted between (among others) (1) the Company, (2) the Investors and (3) the Governor and Company of the Bank of Scotland (in its capacities as Agent, Security Trustee, Working Capital Bank Arranger, Senior A Lender and Senior B Lender (as each of these terms is defined therein)

Investor Director means a director appointed as such pursuant to article 5

Investor has the meaning given in the Shareholders' Agreement and **Investors** shall be construed accordingly, for so long as such person is a party to the Shareholders' Agreement

investment company means a company whose sole or principal object is to invest its funds wholly or mainly in "investments" as defined in part II of schedule 2 of the FSMA (or in property or in such other assets referred to in paragraph 21.6 of the Listing Rules made by the LSE pursuant to section 73(2) of the FSMA (as amended from time to time), as the LSE may approve) with the object of spreading investment risk and managing its portfolio for the benefit of its shareholders

investment trust means a company which has been approved by, or is seeking approval from, the Inland Revenue as an investment trust for the purposes of section 842 of ICTA in respect of its most recent accounting period or which has announced that it will direct its affairs so as to enable it to seek such approval in respect of its current accounting period

Issue Price means the aggregate of the amount paid up (or credited as paid up) and any amount credited to the share premium account on the relevant share in the capital of the Company

Lead Investor means Barclays Private Equity Limited (Company No. 1125740) of 54 Lombard Street, London EC3P 3AH

Listing means: (a) together the admission of any of the Company's shares to the Official List of the UK Listing Authority becoming effective (in accordance with paragraph 7.1 of the rules made by the UK Listing Authority pursuant to section 74 FSMA, as amended or its successor legislation) and the admission of any of the Company's shares to trading on the London Stock Exchange plc's market for listed securities (in accordance with paragraph 2.1 of the Admission and Disclosure Standards of the London Stock Exchange plc as amended from time to time); or (b) the admission to trading of any of the Company's shares on the Alternative Investment Market of the London Stock Exchange plc becoming effective; or (c) equivalent admission to trading to or permission to deal on any other Recognised Investment Exchange becoming effective

Loan Notes means the secured loan notes to be issued by the Company and to be constituted by the Loan Note Instrument

Loan Note Instrument means the instrument executed by the Company dated on or about the date on which these articles are adopted constituting the unsecured loan notes of the Company

LSE means the London Stock Exchange plc

Majority Investors means the holders of 51% or more of the "B" Ordinary Shares from time to time in issue

Manager has the meaning given to it in the Shareholders' Agreement

Market Value in relation to a share means the price that the Independent Accountant shall confirm in writing to be in his opinion the market value of the shares concerned on a sale as between a willing seller and a willing purchaser and, in determining such market value, the Independent Accountant shall be instructed in particular:

- (c) to have regard to the rights and restrictions attached to such shares in respect of income and capital
- (d) in the case of the "A" Ordinary Shares, not to take account whether such shares represent a minority or a majority interest as appropriate; and
- (e) if the Company is then carrying on business as a going concern, to assume that it will continue to do so

Ordinary Shareholders means together the "A" Ordinary Shareholders and the "B" Ordinary Shareholders

Ordinary Shares means the "A" Ordinary Shares and the "B" Ordinary Shares in issue from time to time taken together

Recognised Investment Exchange has the meaning ascribed thereto in section 285(1)(a) FSMA

Sale means the transfer (whether through a single transaction or a series of transactions) of 51% or more of the "B" Ordinary Shares in issue to a person and any other person:

- (a) who is Connected with him
- (b) with whom he is acting in concert, as defined in the City Code on Takeovers and Mergers

other than a person who:

- (a) is an original party to the Shareholders' Agreement as an Investor or
- (b) acquired shares pursuant to articles 9.2 to 9.6

Shareholders' Agreement means the agreement made between the Company and its shareholders or prospective shareholders prior to the date of adoption of these Articles including Patricia Bridge and Barclays Private Equity Limited as amended from time to time

Table A means Table A in the schedule to the Companies (Tables A to F) Regulations 1985 (S.I. 1985 No. 805) (as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (S.I. 1985 No. 1052))

UKLA means the UK Listing Authority

1.2 The headings in these articles shall not affect the construction of these articles

1.3 Unless the contrary intention appears, words importing the singular number include the plural number and vice versa, words importing one gender include all genders and words importing persons include bodies corporate and unincorporated associations

- 1.4 A reference in these articles to a "transfer" of shares or any similar expression shall be deemed to include (without limitation):
- (a) any sale or other disposition of the legal or equitable interest in a share (including any voting right attached to a share) (an **Interest**);
 - (b) the creation of any mortgage, charge, pledge or other encumbrance over any Interest;
 - (c) the renunciation of a right to be allotted a share by any member entitled to any such allotment;
 - (d) any direction by a member entitled to an allotment or issue of shares that a share be allotted or issued to some person other than himself; and
 - (e) any grant of an option to acquire either or both of the legal and equitable ownership of any share in the capital of the Company by any member entitled to any such share.

- 1.5 Where an ordinary resolution of the Company is required for any purpose, a special or an extraordinary resolution is also effective for that purpose, and where an extraordinary resolution is required for any purpose, a special resolution is also effective for that purpose.

2 Table A, authority to allot and pre-emption

- 2.1 The regulations contained in Table A apply to the Company except to the extent that they are excluded or modified by these articles.
- 2.2 The first sentence of regulation 24 and regulations 38, 50, 60, 61, 64, 73 to 78 (inclusive), 80, 81, 90, 94 to 98 (inclusive), 115 and 118 of Table A do not apply.
- 2.3 The Directors are authorised for the purpose of section 80 of the Act to allot relevant securities (within the meaning of section 80(2) of the Act) up to an aggregate nominal value equal to the authorised but unissued share capital of the Company on the adoption of these Articles, such authority to expire on the day immediately preceding the fifth anniversary of such adoption.⁸
- 2.4 As permitted by section 91 of the Act, the application of section 89(1) shall be modified so that any equity securities offered to the holders of "A" Ordinary Shares must be "A" Ordinary Shares. As permitted by section 91 of the Act, the application of section 89(1) shall be modified so that any equity securities offered to the holders of "B" Ordinary Shares must be "B" Ordinary Shares.
- 2.5 Save with the consent specified in Article 14.2 or as required by a Shareholders Agreement, any equity securities which the Company proposes to allot be "A" Ordinary Shares and be "B" Ordinary Shares and must first be offered in accordance with section 89(1) as amended by Article 2.4. and this Article 2.5. Such offer must be made on a proportionate basis class by class in the proportions that the issued shares of the two classes stand one to another at the date of the offer and must be on equal terms share for share. It may be made a condition of such offer that any person accepting the same also subscribes for loan capital to be issued by the Company and, in that case, such loan capital must be offered pro rata on identical terms to each shareholder pro rata to the number of shares offered.

⁸ By a Special Resolution passed on 19 July 2006 this authority was superseded by a new authority up to the then authorised but unissued share capital, such new authority to expire on 30 June 2010.

- 2.6 As permitted by section 91 of the Act, section 89(1) shall not apply in respect of any equity securities comprised in the authorised share capital of the Company on the adoption of these Articles and required to be to be offered or allotted pursuant to a Shareholders Agreement.⁹

3 Share capital

The authorised share capital of the Company at the date of adoption of these articles is £ 1,000 divided into:

20,000 "A" ordinary shares of 1p each ("**A" Ordinary Shares**); and

80,000 "B" ordinary shares of 1p each ("**B" Ordinary Shares**).¹⁰

4 "A" and "B" Ordinary Shares

- 4.1 Except as otherwise provided in these articles, the "A" Ordinary Shares and the "B" Ordinary Shares rank pari passu but they each constitute a separate class of shares.

4.2 Voting

- (a) The holders of the "B" Ordinary Shares shall in any Default Period be entitled at the meeting and at any adjournment thereof to exercise on a poll ten times the total number of votes conferred by all the shares of all other classes for the time being in issue. Such enhanced voting rights shall only arise if any Investor has during a Default Period served notice (**Enhancement Notice**) on the Company at the registered office or at any meeting of the Board specifically activating the enhanced rights under this Article 4.2 before lapse of the right on that occasion pursuant to Article 4.2.2. Such enhancement shall take effect on service of the Enhancement Notice or at such later time as may be specified therein and shall automatically apply to all the "B" Ordinary Shares and shall cease on whichever is the earlier of the date upon which the Default Period in question ends or the date upon which Majority Investors shall serve on the Company or at a meeting of the Board a notice (**Deactivation Notice**) to end such enhancement in respect of that breach. The service of a Deactivation Notice shall not prevent any Investor from serving a subsequent Enhancement Notice during the same (or any other) Default Period.

At any time during which an Enhancement Notice may be served but before its service the Board may by notice to the Lead Investor (**Election Notice**) specify the breach giving rise to the Default Period on that occasion and, making express reference to this Article 4.2.2, shall specify a date (being not less than 90 days after the date of service of the Election Notice) on which the right to serve an Enhancement Notice in respect of that specified breach on that occasion shall, if not exercised, lapse. Such lapse shall not affect any other right to serve an Enhancement Notice in respect of any breach not specified in the Election Notice.

4.3 Income

The "A" Ordinary Shares and the "B" Ordinary Shares shall rank for any dividend pari passu share for share (and disregarding any difference in the amount paid up thereon).

4.4 Capital

⁹ A Special Resolution passed on 19 July 2006 partially disappplied this Article.

¹⁰ The authorised share capital was increased after the date of adoption of these Articles. See clause 5 of the Memorandum of Association and its footnote.

On a return of capital (whether on a winding up or otherwise but excluding a purchase of own shares made in accordance with the Act) the amount to be returned to members shall be allocated in the following order (so far as the amount permits):

- (a) to each "B" Shareholder, the amount paid up (including premium, if any) on each "B" Ordinary Share held by him;
- (b) to each "A" Shareholder, the amount paid up (including premium, if any) on each "A" Ordinary Share held by him;
- (c) to each Ordinary Shareholder, the residue *pari passu* share for share in respect of each Ordinary Share held by him (and disregarding any difference in the amount paid up thereon).

5 Investor Director and chairman

- 5.1 The Majority Investors are entitled to appoint two directors to the Board (each an **Investor Director**), and/or to appoint a non-executive chairman (**Chairman**) and are entitled to remove any such director and appoint another person in their place. The initial appointments of the Investor Directors shall be made pursuant to the Shareholders' Agreement. Subsequent appointments and removals shall be made by written notice served on the Company. Each such appointment and removal shall take effect forthwith upon such notice being received by the Company.
- 5.2 The Majority Investor shall have the right to appoint an Investor Director to the board of directors of any subsidiary undertaking of the Company and to any committee of the board of any member of the Group and the provisions of article 5.1 relating to notice shall apply *mutatis mutandis* to any such appointment.
- 5.3 The Majority Investors are also entitled to appoint and remove any person (and to appoint another person in his place) as an observer (**Observer**) to attend all meetings of the Board. Any such person shall be entitled to receive notice of such meetings of the Board as if he was a director of the board. Any such appointments and removals shall be made by written notice served on the Company. The Observer shall be entitled to attend and speak at any meetings of the directors of any members of the Group and any committees of those boards but shall not be entitled to vote nor shall the Observer be or be regarded as an officer of any member of the Group.

6 Provisions applying on every transfer of "A" and "B" Ordinary Shares

- 6.1 The directors shall not register a transfer of "A" Ordinary Shares or "B" Ordinary Shares unless:
 - (a) the transfer is permitted by articles 7 or 9 or has been made in accordance with articles 8 or 10 to 12 (inclusive); and
 - (b) the proposed transferee has entered into a deed of adherence to the Shareholders' Agreement, in the form required by that agreement.
- 6.2 The "A" Ordinary Shareholders are not entitled to transfer "A" Ordinary Shares unless the transfer is permitted by article 7 or has been made in accordance with articles 8, 11 or 12.
- 6.3 The "B" Ordinary Shareholders are not entitled to transfer "B" Ordinary Shares unless the transfer is permitted by article 9 or has been made in accordance with articles 10 to 12 (inclusive).
- 6.4 For the purpose of ensuring that a transfer of "A" Ordinary Shares or "B" Ordinary Shares is permitted under these articles or that no circumstances have arisen whereby a notice is required to be or ought to have been given under these articles or that an offer is required to be or ought to have been made pursuant to article 11.3, the Board

may, and shall if so requested by an Investor Director, require any shareholder to procure that such person as the Board or the Investor Director may reasonably believe to have information relevant to such purpose, provides the Company with such information and evidence as the Board (or the Investor Director) may think fit regarding any matter which they deem relevant to such purpose. Pending the provision of any such information the Board shall be entitled to refuse to register any relevant transfer.

7 Transfer restrictions for "A" Ordinary Shareholders

No "A" Ordinary Share may be transferred by an "A" Ordinary Shareholder other than:

- 7.1 with the written consent of an Investor Director;
- 7.2 when required by article 8;
- 7.3 to the personal representatives of an "A" Ordinary Shareholder who has died and who was an employee of any member of the Group once the "A" Ordinary Shareholder's personal representatives can no longer be bound to sell those shares pursuant to article 8;
- 7.4 on and after Listing in accordance with the provisions of any underwriting agreement entered into in connection with the Listing;
- 7.5 in acceptance of an offer by a proposed transferee made under article 11; or
- 7.6 when required by article 12; or
- 7.7 with the consent of an Investor Director given on or at any time after the employment of an "A" Shareholder ends if the "A" Shareholder is a person whose employment with any member of the Group is terminated on retirement at or after the retirement age specified in his contract of employment or on retirement on or after the retirement date specified in his contract of employment; or
- 7.8 (in the case only of Patricia Bridge) with the consent of an Investor Director given on or at any time after her employment ends if she would (but for provision (ii) of Article 8.1) be a Good Leaver.

8 Compulsory transfer

- 8.1 This article applies when an employee or director of any member of the Group who is an "A" Ordinary Shareholder ceases for any reason to be an employee or director of any member of the Group and is not continuing to be an employee or director of any other members of the Group BUT SO THAT (i) a person whose employment is terminated on retirement on or after the retirement age or on or after the retirement date specified in his contract of employment shall not as a result of that termination be a person to whom this article 8 applies or a Compulsory Seller and (ii) in the case only of Patricia Bridge, if she would (but for this provision (ii)) be a Good Leaver, she shall not as a result of that termination, be a person to whom this article 8 applies or a Compulsory Seller.
- 8.2 Within six months after the date of such termination (**Termination Date**), an Investor Director may serve notice (**Sale Notice**) on the "A" Ordinary Shareholder (or his personal representatives in the event of his death) (each a **Compulsory Seller** and together the **Compulsory Sellers**) requiring such person to offer some or all of the "A" Ordinary Shares of which such person is the registered holder or to which he is entitled whether as a result of his holding of "A" Ordinary Shares or otherwise (**Sale Shares**) to:
 - (a) a person or persons intended to take the employee's place;
 - (b) any of the existing employees of any member of the Group;

- (c) an employees' share scheme of the Group; and/or
- (d) any other person or persons (not being a "B" Ordinary Shareholder) approved by the Investor Director.

(each an **Offeree**). The Sale Notice may reserve to the Investor Director the right to finalise the identity of the Offeree once the price for the Sale Shares has been agreed or certified.

8.3 The Sale Shares shall be transferred by the Compulsory Seller to the Offeree identified by the Investor Director free from all liens, charges and other encumbrances and together with all rights attaching to the Sale Shares on the terms set out in articles 8.4 to 8.7 (inclusive).

8.4 The price for each Sale Share (Sale Price) shall be the price agreed between the Compulsory Seller and the Investor Director or, if they do not agree a price within 21 days of the date of the Sale Notice, the price certified by the Independent Accountant, acting as expert and not as arbitrator, to be:

- (a) the lower of (1) the Issue Price of a Sale Share (or where the Sale Shares were originally acquired by the Compulsory Seller by way of transfer rather than allotment, the lower of the Issue Price and the amount paid by such Compulsory Seller on a transfer) and (2) Market Value of a Sale Share on the Relevant Date if the employee or director is a General Leaver BUT SO THAT, in the case of a General Leaver, the Investor Director may at any time before the Sale Price has been agreed or certified by notice to the Company state that the Sale Price shall be the Issue Price (or where the Sale Shares were originally acquired by the Compulsory Seller by way of transfer rather than allotment, the lower of the Issue Price and the amount paid by such Compulsory Seller on a transfer) and the Sale Price shall be set accordingly without need for agreement or certification; or
- (b) the Market Value of a Sale Share on the Relevant Date if the employee or director is a Good Leaver.

If the employee or director is a Bad Leaver, the Sale Price shall be set as one penny per share and no valuation or certification of the Sale Price shall be required.

The Independent Accountant shall be instructed to certify the price as soon as possible after being instructed by the Company to do so and their decision shall be final and binding on the parties (save in the case of fraud or manifest error). The Company shall pay the costs of the Independent Accountant.

8.5 Within 14 days of the Sale Price being agreed or certified or set:

- (a) the Company shall notify the Compulsory Seller of the name and address of the Offeree and the number of Sale Shares to be offered to such person; and
- (b) the Company shall serve notice on the Offeree specifying:
 - (i) the number of Sale Shares on offer to him;
 - (ii) the Sale Price; and
 - (iii) the date, between 7 and 21 days after the date of the notice, on which the sale and purchase of the Sale Shares is to be completed (**Completion Date**).

8.6 The Compulsory Seller shall deliver to the Company a duly executed stock transfer form in respect of the Sale Shares together with the relevant share certificates (or an indemnity in respect thereof in a form reasonably satisfactory to the Board) by the

Completion Date. On the Completion Date the Company shall pay the aggregate Sale Price due to the Compulsory Seller, on behalf of the Offeree, to the extent the Offeree has put the Company in the requisite funds. Such payment shall be made in a manner to be agreed between the Company and the Compulsory Seller or, in the absence of such agreement, by cheque to its registered address. The Company's receipt for the aggregate Sale Price shall be a good discharge to the Offeree. The Company shall hold the aggregate Sale Price in trust for the Compulsory Seller without any obligation to pay interest.

- 8.7 If a Compulsory Seller fails to deliver to the Company by the Completion Date duly executed stock transfer forms for all of the Sale Shares which he is due to transfer the Board may (and shall if requested by an Investor Director) authorise any director to execute, complete and deliver in the name of and on behalf of the Compulsory Seller a transfer of the Sale Shares to the relevant Offeree to the extent the Offeree has, by the Completion Date, put the Company in funds to pay the aggregate Sale Price for the Sale Shares offered to him. The Board shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Compulsory Seller shall surrender to the Company his share certificate (or, where appropriate, provide an indemnity in respect thereof in a form reasonably satisfactory to the Board) for the Sale Shares whereupon he shall be entitled to the aggregate Sale Price for the Sale Shares transferred by him.
- 8.8 A **Bad Leaver** means a person to whom this article 8 applies:
- (a) whose appointment as director or contract of employment is terminated by reason of his gross misconduct, fraud or criminal conduct; or
 - (b) who voluntarily resigns as a director or from his employment in circumstances not constituting him a Good Leaver.
- 8.9 A **General Leaver** means a person to whom this article 8 applies but who is not a Good Leaver or a Bad Leaver.
- 8.10 A **Good Leaver** means a person to whom this article 8 applies:
- (a) whose appointment as director or whose contract of employment is terminated by reason of death, permanent ill-health or disability (in each case which, in the reasonable opinion of the Majority Investors, is sufficiently serious to prevent the relevant person from carrying out his normal duties);
 - (b) whose contract of employment is terminated in circumstances constituting a wrongful dismissal or
 - (c) who does not fall within article 8.10(a) or (b) but who is specified by an Investor Director in the Sale Notice to be a Good Leaver
- 8.11 Unless an Investor Director stipulates otherwise in the Sale Notice, any shares held by a Compulsory Seller on the Termination Date (and any shares issued to a Compulsory Seller after the Termination Date whether by virtue of the exercise of any right or option granted or arising by virtue of the holding of the Sale Shares by the Compulsory Seller) shall cease to confer the right to be entitled to receive notice of or to attend or vote at any general meeting of the Company or at any meeting of the holders of any class of shares in the capital of the Company with effect from the Termination Date (or, where appropriate, the date of issue of such shares, if later) and such shares shall not be counted in determining the total number of votes which may be cast at any such meeting or required for the purposes of a written resolution of any members or class of members. Such right shall be restored immediately upon:
- (a) the Company registering a transfer of the Sale Shares pursuant to this article 8;
or

(b) a Sale or Listing.

8.12 Unless an Investor Director otherwise agrees, any notice relating to the transfer of the Sale Shares or any of them in force at the Termination Date shall immediately be cancelled (unless all the shares subject to it have already been sold) and no further notice shall be issued or be deemed to be issued in respect of the Sale Shares except pursuant to this article 8.

8.13 No "A" Ordinary Shares to which this article applies (which expression includes for this purpose any "A" Ordinary Shares not yet subject to a Sale Notice but in respect of which a Sale Notice may at the time be served under Article 8.2) shall be transferred pursuant to article 7 until the relevant "A" Ordinary Shareholder can no longer be bound to sell them under this article.

9 Transfer restrictions for "B" Ordinary Shareholders

No "B" Ordinary Share may be transferred other than:

9.1 with the written consent of the holders of 51% or more in number of the "B" Ordinary Shares in issue but so that on a transfer permitted by this Article 9.1 the provisions of Article 11 shall apply;

9.2 in the case of a "B" Ordinary Shareholder which is an undertaking, to a group undertaking of the transferor if the transferee gives an undertaking to the Company that if the transferee is to cease to be a group undertaking of the transferor, all its shares in the Company will, before the cessation, be transferred to another group undertaking of the transferor;

9.3 in the case of a holder of any "B" Ordinary Shares which is a Fund or by its trustee, custodian or nominee or by an entity wholly or substantially wholly owned by any Fund (an **Investment Holding Company**) or by any entity co-investing alongside such Fund (a **Co-investor**):

(a) to any trustee, nominee or custodian for such fund and vice versa;

(b) to any unit holder, shareholder, partner, participant, manager or adviser (or an employee of such manager or adviser) in any such fund;

(c) to any other Fund, or its trustee, nominee or custodian, managed or advised by the same manager or adviser as any such fund;

(d) to any Co-investor or its trustee, nominee, or custodian thereof; or

(e) to any Investment Holding Company or any trustee, nominee or custodian thereof.

9.4 to a trustee, nominee, custodian or to a member of the same group of any of the persons referred to in sub-paragraphs (i) (ii) or (iii) of article 9.3 above.

9.5 in the case of a "B" Ordinary Shareholder which is an investment trust whose shares are listed on the London Stock Exchange to another such investment trust which is also managed by the manager of the "B" Ordinary Shareholder;

9.6 to a Co-Investment Scheme;

9.7 in the case of a Co-Investment Scheme which holds "B" Ordinary Shares through another undertaking to:

(a) another undertaking which holds or is to hold shares for the Co-Investment Scheme; or

- (b) the officers, employees or partners entitled to the "B" Ordinary Shares under the Co-Investment Scheme;
- 9.8 on and after Listing in accordance with the provisions of any underwriting agreement entered into in connection with the Listing; and
- 9.9 in connection with an offer made under article 11; or
- 9.10 when required by article 12; or
- 9.11 to the Company in accordance with the provisions of the Act; or
- 9.12 to any other Investor; or
- 9.13 in accordance with article 10; or

Notwithstanding the provisions of any other article, the transfers set out in this article 9 (other than articles 9.1 and 9.13) shall be permitted without the requirement to go through the pre-emption procedure in article 10.

10 Pre-emption rights

- 10.1 A "B" Ordinary Shareholder (**Selling Shareholder**) who wishes to transfer any "B" Ordinary Shares in circumstances other than those referred to in articles 9.2 to 9.12 shall serve written notice on the Company (**Sale Notice**) stating the number of shares it wishes to transfer (**Sale Shares**) and its asking price for each share (**Asking Price**).
- 10.2 The Selling Shareholder may specify in the Sale Notice that it is only willing to transfer all the Sale Shares, in which case no Sale Shares can be sold unless offers are received for all of them.
- 10.3 The Sale Notice shall make the Company the agent of the Selling Shareholder for the sale of the Sale Shares on the terms set out in the Sale Notice and on the following additional terms in each case, which the Company shall notify in writing to the other "B" Ordinary Shareholders within 7 days of the date of the Sale Notice:
 - (a) the Sale Shares are to be sold free from all liens, charges and other encumbrances and together with all rights attaching to them;
 - (b) each of the other "B" Ordinary Shareholders is entitled to buy such number of Sale Shares as reflects, as nearly as possible, the nominal amount of their holdings of "B" Ordinary Shares at the date of the Sale Notice; a "B" Ordinary Shareholder is entitled to buy fewer Sale Shares than his proportional entitlement;
 - (c) "B" Ordinary Shareholders may offer to buy any number of the "B" Ordinary Shares that are not accepted by the other "B" Ordinary Shareholders (**Excess Shares**);
 - (d) any offer by the "B" Ordinary Shareholders to buy some or all of the Sale Shares shall be made in writing to the Company within 21 days of the date of the Company's notice (**Closing Date**), failing which the "B" Ordinary Shareholder shall be deemed to have declined the offer; and
 - (e) on the Closing Date:
 - (i) the Sale Notice shall become irrevocable; and
 - (ii) each offer made by a "B" Ordinary Shareholder to acquire Sale Shares shall become irrevocable.

- 10.4 If the Company receives offers for more "B" Ordinary Shares than the number of Sale Shares, each "B" Ordinary Shareholder who offered to buy Excess Shares shall be deemed (so far as practicable and without exceeding the number of shares which each such "B" Ordinary Shareholder shall have offered to purchase) to have offered to purchase a number of Excess Shares reflecting, as nearly as possible, the number of Excess Shares he offered to buy as a proportion of the total number of Excess Shares for which offers were received.
- 10.5 Within 7 days after the Closing Date, the Company shall notify the result of the offer to the Selling Shareholder and to those "B" Ordinary Shareholders who offered to buy Sale Shares and, if any Sale Shares are to be sold pursuant to the offer:
- (a) the Company shall notify the Selling Shareholder in writing of the names and addresses of the "B" Ordinary Shareholders who are to buy Sale Shares and the number to be bought by each;
 - (b) the Company shall notify each "B" Ordinary Shareholder in writing of the number of Sale Shares he is to buy; and
 - (c) the Company's notices shall state a place and time, between 7 and 14 days after the date of the notice, on which the sale and purchase of the Sale Shares is to be completed and the Selling Shareholder shall be obliged to transfer such Sale Shares upon payment of the Asking Price for each such share. However, if the Sale Notice specifies that the Selling Shareholder is only willing to transfer all the Sale Shares and the Company does not receive offers for all the Sale Shares, then the provisions of article 10.7 shall apply.
- 10.6 If the Selling Shareholder fails to transfer any Sale Shares in accordance with article 10.5, the Board may (and shall if so requested by an Investor Director) authorise any director to execute, complete and deliver in the name of and on behalf of the Selling Shareholder a transfer of the Sale Shares to the "B" Ordinary Shareholders concerned against receipt by the Company of the aggregate Asking Price due from the "B" Ordinary Shareholder(s) concerned. The Company shall hold such sums in trust for the Selling Shareholder without any obligation to pay interest. The Company's receipt of the aggregate Asking Price due from a "B" Ordinary Shareholder in respect of the Sale Shares to be acquired by him shall be a good discharge to the relevant "B" Ordinary Shareholder. The directors shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Selling Shareholder shall surrender to the Company his share certificate (or, where appropriate, provide an indemnity in respect thereof in a form satisfactory to the Board) for the Sale Shares to be transferred by him whereupon he shall be entitled to the Asking Price for the relevant Sale Shares. If such certificate shall comprise any shares that the Selling Shareholder has not become bound to transfer as aforesaid, the Company shall issue to the Selling Shareholder a new certificate for such shares.
- 10.7 If, by the Closing Date, the Company has not received offers for all the Sale Shares, the Selling Shareholder may within the next two months transfer the Sale Shares for which offers were not received (or, if the Sale Notice stated that he was only willing to transfer all the Sale Shares, all the Sale Shares) to any person at no less than the Asking Price and otherwise on terms no more favourable than those specified in the Company Notice **PROVIDED THAT:**
- (a) the Board shall be entitled to refuse registration of any proposed transferee if he is reasonably considered by the Majority Investors to be a competitor of the business of the Group or a person Connected with such a competitor (or a nominee of either);
 - (b) if the Selling Shareholder stipulated in the Sale Notice that he was only willing to transfer all the Sale Shares, the Selling Shareholder shall not be entitled, without the written consent of the Majority Investors, to sell only some of the Sale Shares to such person or persons; and

- (c) the Board shall refuse registration of the proposed transferee if such transfer obliges the Selling Shareholder to procure the making of an offer pursuant to article 13.3, until such offer has been made and completed.

11 Transfers which change control

11.1 This article applies in circumstances other than those referred to in article 12.2 when a transfer of "A" Ordinary Shares or "B" Ordinary Shares would, if registered, result in a person and any other person:

- (a) who is Connected with him; or
- (b) with whom he is acting in concert, as defined in the City Code on Takeovers and Mergers;

(each being a **member of the purchasing group**) holding or increasing a holding of Ordinary Shares carrying the right to [50]% or more of the total number of votes which may be cast on a poll at a general meeting of the Company.

11.2 This article does not apply if the transfer of shares is:

- (a) permitted by articles 7.2 to 7.6 (inclusive);
- (b) permitted by articles 9.2 to 9.12;
- (c) to a person who is an original party to the Shareholders' Agreement as an Investor.

11.3 No transfer to which this article applies may be made or registered unless the proposed transferee has made an offer in writing (**Offer**) to buy all the other Ordinary Shares (including any Ordinary Shares which may be allotted during the offer period or upon the offer becoming unconditional pursuant to the exercise or conversion of options over or rights to subscribe for securities convertible into Ordinary Shares in existence at the date of such offer) on the terms set out in articles 11.4 and 11.5 (if applicable) (unless, in the case of a particular Ordinary Shareholder less favourable terms are agreed by such Ordinary Shareholder in writing) and the Offer is or has become wholly unconditional.

11.4 Any transfer of Ordinary Shares pursuant to this article shall not be subject to any other restrictions on transfer contained in the remaining articles.

11.5 The terms of the proposed transferee's offer shall be that:

- (a) the offer shall be open for acceptance for at least 21 days; and
- (b) the consideration for each "A" Ordinary Share and each "B" Ordinary Share shall be the higher of:
 - (i) the highest consideration offered for each "A" Ordinary Share or "B" Ordinary Share whose proposed transfer has led to the Offer; and
 - (ii) the highest consideration paid by any member of the purchasing group for an "A" Ordinary Share or a "B" Ordinary Share in the twelve months up to the date of the offer (exclusive of stamp duty, stamp duty reserve tax and commission);

and such offer shall include an undertaking by the offeror that neither it nor any person acting by agreement or understanding with it has entered into more favourable terms or has agreed more favourable terms with any other member for the purchase of Ordinary Shares.

- 11.6 Any dispute on the appropriate consideration for an "A" Ordinary Share or a "B" Ordinary Share shall be referred by the Company to the Auditors, acting as experts and not as arbitrators. The decision of the Auditors shall be final and binding on the parties (save in the case of fraud or manifest error). The Auditors' terms of reference shall be to determine the matters in dispute within 30 days of their appointment and the parties shall each provide the Auditors with all information relating to the consideration which the Auditors reasonably require and the Auditors shall be entitled (to the extent they consider it appropriate) to base their determination on such information. The proposed transferee shall pay half the Auditors' costs and the holders of the shares in dispute with the proposed transferee shall pay the other half.
- 11.7 For the avoidance of doubt, "consideration" for the purposes of article 11.5 above shall be construed as meaning the value or worth of the consideration regardless of the form of the consideration.
- 11.8 The Company shall notify the holders of the Ordinary Shares of the terms of any offer extended to them pursuant to article 11.3 forthwith upon receiving notice of the same from the proposed transferee whereupon any holder of Ordinary Shares (**Selling Shareholder**) who wishes to transfer Ordinary Shares to the proposed transferee pursuant to the terms of the offer shall serve notice on the Company (**Transfer Notice**) at any time before the proposed transferee's offer ceases to be open for acceptance (**Closing Date**) stating the number of shares it wishes to transfer (**Transfer Shares**).
- 11.9 The Selling Shareholder may specify in the Transfer Notice that:
- (a) it is only willing to transfer all the Transfer Shares, in which case no Transfer Shares can be sold unless offers are received for all of them; and/or
 - (b) the Transfer Shares can only be transferred if a specified proportion of all "A" Ordinary Shares and/or "B" Ordinary Shares in issue are transferred at the same time.
- 11.10 The Transfer Notice shall make the Company the agent of the Selling Shareholder for the sale of the Transfer Shares on the terms of the proposed transferee's offer and on any terms specified in the Transfer Notice.
- 11.11 Within 7 days after the Closing Date:
- (a) the Company shall notify the proposed transferee in writing of the names and addresses of the Selling Shareholders who have accepted the offer made by the proposed transferee;
 - (b) the Company shall notify each Selling Shareholder in writing of the number of Transfer Shares which he/it is to dispose of and the identity of the transferee; and
 - (c) the Company's notices shall state the time and place, between 7 and 14 days after the Closing Date, on which the sale and purchase of the Transfer Shares held by each Selling Shareholder is to be completed.
- 11.12 If any Selling Shareholder does not transfer his respective Transfer Shares in accordance with article 11.10 the Board may authorise any director to execute, complete and deliver in the name of and on behalf of the Selling Shareholders a transfer of the Transfer Shares to the relevant member of the purchasing group against receipt by the Company of the consideration for each Sale Share. The Company shall hold such consideration in trust for the Selling Shareholder without any obligation to pay interest. The Company's receipt of the consideration shall be a good discharge to the relevant member of the purchasing group. The directors shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Selling Shareholder shall surrender to the Company its share certificate (or, where appropriate, provide an indemnity in respect thereof in a form satisfactory to the Board)

for the Transfer Shares to be transferred by him whereupon the defaulting Selling Shareholder shall be entitled to the consideration for the relevant Transfer Shares.

11.13 Article 10 does not apply to any transfers of shares made under this article.

12 Bring-along rights

12.1 If any transfers of "A" Ordinary Shares or "B" Ordinary Shares pursuant to articles 7.1, 9.1, 10 and/or 11 would, if registered, result in members of the purchasing group holding or increasing their shareholding to 50% or more in number of the "B" Ordinary Shares in issue, the members of the purchasing group may, by serving a notice (**Compulsory Purchase Notice**) on each other shareholder holding Ordinary Shares (each a **Minority Shareholder**), require each Minority Shareholder to transfer all the Ordinary Shares held by him (free from all liens, charges and other encumbrances and together with full title guarantee) to one or more persons identified in the Compulsory Purchase Notice (each an **Offeree**) at the consideration specified in article 11.5(b) on the date specified in the Compulsory Purchase Notice (**Completion Date**) being not less than 7 days after the date of the Compulsory Purchase Notice.

12.2 The shares subject to the Compulsory Purchase Notices shall be sold and purchased in accordance with the following provisions, namely:

- (a) on or before the Completion Date each Minority Shareholder shall deliver to the Company duly executed stock transfer forms for the Ordinary Shares which are the subject of the Compulsory Purchase Notice and which are held by them (**Minority Shares**), together with the relevant share certificates (or an indemnity in respect thereof in a form satisfactory to the Board). On the Completion Date (but to the extent only that the Offerees have put the Company in the requisite funds) the Company shall pay the Minority Shareholders, on behalf Offeree the price for the Minority Shares held by them. The Company's receipt for the price shall be a good discharge to the Offerees. The Company shall hold any funds received from the Offerees in trust for the Minority Shareholders without any obligation to pay interest; and
- (b) if a Minority Shareholder fails to deliver duly executed stock transfer forms for the Minority Shares held by him to the Company by the Completion Date, the Board may (and will if so requested by the Investor Director) authorise any director to execute, complete and deliver in the name of and on behalf of the Minority Shareholder a transfer of the Minority Shares to each Offeree to the extent that the Offeree has, by the Completion Date, put the Company in funds to pay for the Minority Shares offered to him. The Board shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Minority Shareholders shall surrender to the Company his share certificate (or, where appropriate, provide an indemnity in respect thereof in a form satisfactory to the Board) for the Minority Shares formerly held by him whereupon he shall be entitled to the price for the Minority Shares formerly held by him.

12.3 Whilst this article applies to the Ordinary Shares of a Minority Shareholder, those shares may not be transferred otherwise than under this article.

12.4 Article 10 does not apply to transfers of shares made under this article.

13 Conversion of "A" and "B" Ordinary Shares

13.1 When an "A" Ordinary Share is transferred to a "B" Ordinary Shareholder it shall be converted into a "B" Ordinary Share upon such a transfer taking effect.

13.2 When a "B" Ordinary Share is transferred to an "A" Ordinary Shareholder it shall upon such a transfer taking effect be converted into an "A" Ordinary Share.

14 Variation of class rights

- 14.1** The rights attaching to the "A" Ordinary Shares shall only be adversely varied or abrogated with the consent in writing of the holders of not less than two thirds of the "A" Ordinary Shares or by an extraordinary resolution passed at a separate class meeting of the holders of the "A" Ordinary Shares. Any variation that does not adversely affect their rights shall not require such consent.
- 14.2** The rights attaching to the "B" Ordinary Shares shall only be adversely varied with the consent in writing of the holders of not less than 75 per cent of the "B" Ordinary Shares or by an extraordinary resolution passed at a separate class meeting of the holders of the "B" Ordinary Shares. Any variation that does not adversely affect their rights shall not require such consent.
- 14.3** The provisions of these articles relating to general meetings of the Company or to the proceedings at such meetings shall, mutatis mutandis, apply to any separate meeting of the holders of any class of shares except that the necessary quorum at any such meeting (other than an adjourned meeting) shall be two persons holding or representing by proxy at least one-third in nominal amount of the issued shares of the class (unless all the shares of any class are registered in the name of a single shareholder in which case the quorum shall be that person, his proxy or duly authorised representative of such shareholder);
- (a) at any adjourned meeting the necessary quorum shall be one person holding shares of the class or his proxy;
 - (b) every holder of shares of the class shall, on a poll, have one vote in respect of every share of the class held by him; and
 - (c) Any one holder of shares of the class may demand a poll whether present in person or by proxy.
- 14.4** The Company shall not pass any resolution under section 121 unless the holders of at least 51% of the "B" Ordinary Shares vote in favour or otherwise consent in writing thereto and Regulation 32 of Table A shall be modified accordingly.
- 14.5** Without prejudice to the generality of Article 14.1 (but subject to Article 14.6) the rights attached to the "A" Ordinary Shares shall be deemed to be adversely varied by any variation to the Memorandum or Articles of Association.
- 14.6** The rights attached to the "A" Ordinary Shares shall be deemed not to be adversely varied by, and no consents under Article 14.1 or otherwise shall be required in respect of, the creation of further shares which are created as additional A Ordinary Shares and additional B Ordinary Shares in the same proportion as the two classes stand in the authorised share capital of the Company immediately prior to their creation.

15 General provisions

15.1 Share Certificates

Regulation 6 of Table A is modified by the inclusion of the following words after the words "with the seal" in the second sentence of regulation 6: "or shall be signed by a director and the secretary of the Company, or by two directors of the Company . . ."

15.2 Lien

- (a) Regulation 8 of Table A is modified by the deletion of the words "(not being a fully paid share)".
- (b) The lien conferred by regulation 8 of Table A shall apply to all shares, whether fully paid or not, and to all shares registered in the name of any person under a

liability (whether actual or contingent) whether he shall be the sole registered holder of such shares or one of two or more joint holders of such shares and regulation 8 of Table A shall be construed accordingly.

15.3 Purchase of Own Shares

Regulation 35 of Table A shall be modified by the deletion of the words "otherwise than out of distributable profits of the company or the proceeds of a fresh issue of shares" and the substitution for them of the words ", whether out of its distributable profits or out of the proceeds of a fresh issue of shares or otherwise".

15.4 General Meetings

- (a) Regulation 37 of Table A is modified by the deletion of the words "eight weeks" and the substitution for them of the words "28 days" and by the insertion of the words "or the Investor Director acting alone" after the second word of that regulation.
- (b) A general meeting may consist of a conference between members some or all of whom are in different places provided that each member who participates is able:
 - (i) to hear each of the other participating members addressing the meeting; and
 - (ii) if he so wishes, to address all of the other participating members simultaneously,

whether directly, by conference telephone or by any other form of communications equipment (whether in use when these articles are adopted or not) or by a combination of those methods.

A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of members required to form a quorum. A meeting held in this way is deemed to take place at the place where the largest group of participating members is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates. A resolution put to the vote of a meeting shall be decided by each member indicating to the chairman (in such manner as the chairman may direct) whether the member votes in favour of or against the resolution or abstains. References in this article to members shall include their duly appointed proxies and, in the case of corporate members, their duly authorised representatives.

15.5 Notice of General Meetings

An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or an elective resolution must be called by at least 21 clear days' notice. All other extraordinary general meetings must be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed:

- (a) in the case of an annual general meeting or a meeting called for the passing of an elective resolution, by all the members entitled to attend and vote at that meeting; and
- (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote, being a majority (i) together holding not less than such percentage in nominal value of the shares giving that right as has been determined by elective resolution of the members in accordance with the Act, or (ii) if no such elective resolution is in force, together holding not less than 95 per cent in nominal value of the shares giving that right.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify that the meeting is an annual general meeting.

Subject to the provisions of the articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors.

15.6 Proceedings at General Meetings

- (a) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business and for its duration. Two persons entitled to vote upon the business to be transacted (one of whom shall be an Investor unless the Majority Investors otherwise agree in writing), each being a member or a proxy for a member or a duly authorised representative of a corporation shall be a quorum. If a meeting is adjourned pursuant to regulation 41 of Table A because a quorum is not present and at the adjourned meeting a quorum is not present within half an hour of the time set for that meeting, the members present shall be a quorum.
- (b) A corporation which is a member of the Company may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company or at any meeting of any class of members of the Company. The person so authorised is entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member.
- (c) A poll may be demanded by the chairman or by any member present in person or by proxy and entitled to vote and regulation 46 of Table A is modified accordingly.
- (d) Regulation 51 of Table A is amended by replacing the first and second sentences with the following words: "A poll demanded shall be taken forthwith".
- (e) Regulation 53 of Table A is modified by the addition of the following words after the words "each member" "(or by any director or the secretary of a corporation who is a member)" and by the addition at the end of the first sentence of the following sentence: "If a resolution in writing is described as a special resolution or as an extraordinary resolution or as an elective resolution, it shall have effect accordingly."

15.7 Votes of Members

- (a) A proxy shall be entitled to vote on a show of hands and regulation 54 shall be construed accordingly.
- (b) Regulation 57 of Table A is modified by the inclusion after the word "shall" of the phrase ", unless the directors otherwise determine,"
- (c) Regulation 59 of Table A is modified by the addition at the end of the second sentence of the following sentence: "Deposit of an instrument of proxy shall not preclude a member from attending and voting at the meeting or at any adjournment of it."
- (d) An instrument appointing a proxy must be in writing in any usual form or in any other form which the directors may approve and must be executed by or on behalf of the appointor.

- (e) Regulation 62 of Table A is modified by the deletion in paragraph (a) of the words "deposited at" and by the substitution for them of the words "left at or sent by post or by facsimile transmission to", by the substitution in paragraph (a) of the words "one hour" in place of "48 hours" and by the substitution in paragraph (b) of the words "one hour" in place of "24 hours".

15.8 Number of Directors

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) is not subject to any maximum and the minimum number is one.

15.9 Alternate Directors

- (a) The Investor Directors may appoint any person willing to act, whether or not he is a director of the Company, to be an alternate director. That person need not be approved by resolution of the directors and regulation 65 of Table A is modified accordingly. In regulation 67 of Table A the words "but, if" and those words that follow to the end of the regulation shall be deleted.
- (b) An alternate director who is absent from the United Kingdom is entitled to receive notice of all meetings of directors and meetings of committees of directors of which his appointor is a member. An alternate director may waive the requirement that notice be given to him of a meeting of directors or a committee of directors of which his appointor is a member, either prospectively or retrospectively. Regulation 66 of Table A is modified accordingly.
- (c) An alternate director shall not be entitled as such to receive any remuneration from the Company although he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of regulation 66 of Table A shall be modified accordingly.
- (d) A director, or any other person mentioned in regulation 65 of Table A, may act as an alternate director to represent more than one director, and an alternate director shall be entitled at any meeting of the Board to one vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one person for the purpose of determining whether a quorum is present.
- (e) Regulation 68 of Table A is modified by the addition at the end of the first sentence of the following sentence: "Any such notice may be left at or sent by post or facsimile transmission to the office or another place designated for the purpose by the directors."

15.10 Delegation of Directors' Powers

Regulation 72 of Table A is modified by the addition at the end of the regulation of the following sentence: "Where a provision of the articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision must be construed as permitting the exercise of the power, authority or discretion by the committee."

15.11 Appointment and Retirement of Directors

- (a) The directors are not subject to retirement by rotation. Regulations 73, 74 and 75 of Table A do not apply, and reference in regulations 67, 78 and 84 of Table A to retirement by rotation is to be disregarded.
- (b) The Company may by ordinary resolution appoint a person who is willing to and act to be a director either to fill a vacancy or as an additional director.

- (c) A person appointed by the directors to fill a vacancy or as an additional director is not required to retire from office at the annual general meeting next following his appointment and the last two sentences of regulation 79 of Table A are deleted.
- (d) The holder or holders of more than half in nominal value of the shares giving the right to attend and vote at general meetings of the Company may by serving notice on the Company remove a director from office and appoint a person to be a director. The notice may consist of several documents in similar form each signed by or on behalf of one or more holders and shall be left at, or sent by post or facsimile transmission to the registered office of the Company or such other place designated by the directors for the purpose. A removal or appointment takes effect when the notice is received by the Company or on such later date (if any) specified in the notice. This article does not apply to the removal or appointment of the Investor Director.
- (e) No person shall be or become incapable of being appointed a director by reason only of his having attained the age of seventy or any other age nor shall any special notice be required in connection with the appointment or the approval of the appointment of such person, and no director shall vacate his office at any time by reason only of the fact that he has attained the age of seventy or any other age. Section 293 of the Act shall not apply to the Company.

15.12 Disqualification and Removal of Directors

- (a) The office of a director shall be vacated if:
 - (i) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director;
 - (ii) he becomes bankrupt or makes any arrangement or composition with his creditors generally;
 - (iii) he becomes, in the opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as director;
 - (iv) he resigns his office by notice in writing to the Company;
 - (v) he has for more than six consecutive months been absent without permission of the directors from meetings of directors held during that period and his alternate director (if any) has not during that period attended any such meetings instead of him, and the directors resolve that his office be vacated;
 - (vi) (other than in the case of an Investor Director) he is removed from office by notice addressed to him at his last-known address and signed by all his co-directors; or
 - (vii) (other than in the case of an Investor Director) he is removed from office by notice given by a member or members under article 15.11(d); or
 - (viii) being an executive director he shall, for whatever reason, cease to be employed by any member of the Group and does not continue to be employed by any member of the Group.
- (b) Those persons voting against a resolution under section 303 of the Act to remove an Investor Director or voting against a resolution to amend or alter this article 17.12.2 or article 6 or to alter their respective effect are deemed, in respect of that resolution, to have votes which together carry at least one vote

in excess of seventy-five per cent. of the votes exercisable at the general meeting at which such a resolution is to be proposed and such votes shall be apportioned amongst such persons in the proportions in which they hold shares in the capital of the Company and regulation 54 of Table A is modified accordingly.

15.13 Remuneration of Directors

- (a) The directors (other than any director who for the time being holds an executive office or employment with the Company) shall be paid out of the funds of the Company by way of remuneration for their services as directors such fees not exceeding in aggregate £60,000 per annum (or such larger sum as the Company may, by ordinary resolution, determine) as the directors may decide to be divided among them in such proportion and manner as they may agree or, failing agreement, equally. Any fee payable under this article shall be distinct from any remuneration or other amounts payable to a director under other provisions of these articles and shall accrue from day to day.
- (b) A director who, at the request of the other directors, goes or resides abroad, makes a special journey or performs a special service on behalf of the Company may be paid such reasonable additional remuneration (whether by way of salary, percentage of profits or otherwise) and expenses as the directors (including the Investor Directors) may decide.

15.14 Director's appointments and interests

¹¹Regulation 84 of Table A shall be modified by addition of the words: "with the consent of the Majority Investors" after the words "the directors" and before the words "may appoint" in the first sentence of regulation 84, and after the words "the directors" and before the word "determine" and after the words "as they" and before the words "think fit" in the second sentence of regulation 84.

15.15 Directors' gratuities and pensions

Regulation 87 shall be modified by the addition of the words: "with the consent of the Majority Investors" after the words "The directors" and before the words "may provide benefits" in the first sentence of regulation 87.

15.16 Proceedings of Directors

- (a) Regulation 88 of Table A is modified by the exclusion of the third sentence and the substitution for it of the following sentences: "Every director shall receive notice of a meeting, whether or not he is absent from the United Kingdom. A director may waive the requirement that notice be given to him of a meeting of directors or a committee of directors, either prospectively or retrospectively" and by the addition of the word "not" between the words "shall" and "have" in the fourth sentence.
- (b) The quorum for the transaction of the business of the directors shall be two directors present throughout the meeting of whom one is an Investor Director, unless otherwise agreed in writing by the Majority Investors. ¹²This is subject to the express provisions of Article 17.3 with relation to the quorum in situations to which that Article applies

¹¹ Inserted by special resolution passed on 19 September 2008 to replace existing provision

¹² Inserted by special resolution passed on 19 September 2008

- (c) The directors with the consent of the Majority Investors may appoint one of their number to be the chairman of the board of directors and may at any time remove him from that office and regulation 91 shall be construed accordingly.
- (d) A director or his alternate may validly participate in a meeting of the directors or a committee of directors through the medium of conference telephone or similar form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person participating in this way is deemed to be present in person at the meeting and is counted in a quorum and entitled to vote. Subject to the Act, all business transacted in this way by the directors or a committee of the directors is for the purposes of the articles deemed to be validly and effectively transacted at a meeting of the directors or of a committee of the directors although fewer than two directors or alternate directors are physically present at the same place. The meeting is 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 then is.
- (e) Meetings of the board of directors shall take place no less frequently than once each calendar month and at least five working days' notice shall be given to each director of such a meeting provided that with the consent of a majority of the directors, including an Investor Director, board meetings may be held less frequently and/or convened on shorter notice.
- (f) If and for so long as there is a sole director of the Company:
 - (i) he may exercise all the powers conferred on the directors by the articles by any means permitted by the articles or the Act;
 - (ii) for the purpose of regulation 89 of Table A the quorum for the transaction of business is one; and
 - (iii) all other provisions of the articles apply with any necessary modification (unless the provision expressly provides otherwise).
- (g) ¹³Without prejudice to the obligation of a director to disclose his interest in accordance with Article 17.5 and unless an Investor Director notifies the director otherwise in writing, a director may vote at any meeting of directors or of a committee of directors on any resolution concerning or relating to a matter in which he has, directly or indirectly, any interest or duty, subject always to Article 17.3(a) and the terms on which any such authorisation is given. Subject to the foregoing, the relevant director shall (whether or not he does vote) be counted in the quorum present at a meeting when any such resolution is under consideration and, if he votes on that resolution, his vote shall be counted.

15.17 Dividends

- (a) The directors may deduct from a dividend or other moneys payable to a member on or in respect of a share any amounts presently payable by him to the Company in respect of that share.
- (b) Regulation 103 of Table A shall be modified by the addition of the following words: "with the consent of the Majority Investors" after the words "the directors" in the first sentence of regulation 103.

¹³ Inserted by special resolution passed on 19 September 2008 to replace existing provision

15.18 Capitalisation of Profits

The directors may, with the authority of an ordinary resolution of the Company, resolve that any shares allotted under regulation 110 of Table A to any member in respect of a holding by him of any partly paid shares shall, so long as those shares remain partly paid, rank for dividends only to the extent that those partly paid shares rank for dividend and regulation 110 of Table A shall be modified accordingly.

15.19 Notices

(a) Regulation 112 of Table A is modified by:

- (i) the addition of the following sentence at the end of the first sentence of regulation 112: "Without prejudice to any provision of the Act or any other legislation or to any other provisions of these articles requiring notices or documents to be delivered in a particular way, the Company may also give any notice to a member by fax (except for share certificates) to a fax number notified by the shareholder in writing or by electronic mail or by any other data transmission process (except for share certificates) to an address notified by the shareholder in writing for such purpose; and
- (ii) by the deletion of the last sentence and the substitution for it of the following: "A member whose registered address is not within the United Kingdom is entitled to have notices given to him at that address."

(b) A notice sent to a member (or to another person entitled to receive notices under the articles) by post to an address within the United Kingdom is deemed to be given:

- (i) 24 hours after posting, if pre-paid as first class; or
- (ii) 48 hours after posting, if pre-paid as second class.

A notice sent to a member (or to another person entitled to receive notices under the articles) by post to an address outside the United Kingdom is deemed to be given 72 hours after posting, if pre-paid as airmail. Proof that an envelope containing the notice was properly addressed, pre-paid and posted is conclusive evidence that the notice was given. A notice not sent by post but left at a member's registered address is deemed to have been given on the day it was left. A notice or document (other than a share certificate) sent by fax is treated as being delivered at the time it was sent. A notice or document (other than a share certificate) sent by electronic mail or by any other data transmission process is treated as being delivered at the time it was sent.

(c) Regulation 116 of Table A is modified by the deletion of the words "within the United Kingdom".

(d) Where the Articles require notice to be given by the holders of a stated percentage of shares, notice may consist of several documents in similar form each signed by or on behalf of one or more shareholders.

(e) Members can deliver a notice or other document to the Company:

- (i) by delivering it by hand to the registered office of the Company from time to time;
- (ii) by sending it by post or other delivery service not referred to below in an envelope (with postage or delivery paid) to the registered office of the Company from time to time;

- (iii) by fax to the fax number notified by the Company in its communications to shareholders for this purpose; or
- (iv) so far as the legislation allows, by electronic mail or by any other data transmission process to the address notified by the Company in its communications to shareholders for this purpose.

A notice of document delivered by hand is treated as being delivered at the time it is left at the registered office of the Company from time to time.

A notice or document sent by post or other delivery service not referred to below is treated as being delivered at the time it is received at the registered office of the Company from time to time.

A notice or document sent by fax is treated as being delivered at the time it was received.

A notice or document sent by electronic mail or by any other data transmission process is treated as being delivered at the time it was received.

This Article does not affect any provision of the Act or any other legislation or any other provisions of the articles requiring notices or documents to be delivered in a particular way.

15.20 Indemnity

- (a) Subject to the provisions of the Act, but without prejudice to any indemnity to which he may otherwise be entitled, each person who is a director, alternate director or secretary of the Company shall be and be kept indemnified out of the assets of the Company against all costs, charges, losses and liabilities incurred by him in the proper execution of his duties or the proper exercise of his powers, authorities and discretions including, without limitation, a liability incurred:
 - (i) defending proceedings (whether civil or criminal) in which judgment is given in his favour or in which he is acquitted or which are otherwise disposed of without a finding or admission of material breach of duty on his part; or
 - (ii) 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.
- (b) The directors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is or was:
 - (i) a director, alternate director, secretary or auditor of the Company or of a company which is or was a subsidiary undertaking of the Company or in which the Company has or had an interest (whether direct or indirect); or
 - (ii) a trustee of a retirement benefits scheme or other trust in which a person referred to in paragraph (i) above is or has been interested;

indemnifying him and keeping him indemnified against liability for negligence, default, breach of duty or breach of trust or any other liability that may lawfully be insured against by the Company.

15.21 Borrowing Powers of Directors

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

16 Relationship with facilities agreement

16.1 The provisions of regulations 102 to 108 (inclusive) of Table A are subject to the following provisions of this article 16.

16.2 Any payment, the making or declaration of any dividend or other distribution on any class of shares shall be made subject to and in accordance with the terms of the Facilities Agreement and the Intercreditor Deed.

16.3 If the payment or making of all or any part of such dividend or other distribution cannot be paid or made by virtue of the Facilities Agreement and/or the Intercreditor Deed, then such dividend or other distribution shall be paid or made upon any necessary consent being obtained or the prohibition ceasing to apply.

16.4 This article shall not restrict or prevent the accrual of interest at a specified rate on any scheduled dividend payments or on any scheduled repayments which are not paid by the Company by virtue of the provisions of the Facilities Agreement and/or the Intercreditor Deed or any other consequence flowing from the late payment of any dividend or other distribution whether under these Articles, any Shareholders' Agreement or otherwise.

17 Directors' Interests and related matters¹⁴

17.1 Group Companies

A director shall be authorised for the purposes of section 175 of the 2006 Act to act or continue to act as a director of the Company notwithstanding that at the time of his appointment or subsequently he also:

- (a) holds office as a director of any other Group Company;
- (b) holds any other office, employment or engagement with any other Group Company;
- (c) participates in any scheme, transaction or arrangement for the benefit of the employees or former employees of the Company or any other Group Company (including any pension fund or retirement, death or disability scheme or other bonus or employee benefit scheme); or
- (d) is interested directly or indirectly in any shares or debentures (or any rights to acquire shares or debentures) in the Company or in any other Group Company.

17.2 Directors appointed by Investor Majority

- (a) A director for the time being appointed to the Board or any committee of the Board by the Majority Investors pursuant to these Articles or by the Investors (or any of them) pursuant to any agreement between the "A" Majority and the Majority Investors shall be authorised for the purposes of sections 173(2) and

¹⁴ Inserted by special resolution passed on 19 September 2008

175 of the 2006 Act to act or continue to act as a director of the Company notwithstanding that at the time of his appointment or subsequently he also:

- (i) holds office as a director of an Investor or of an Affiliate of that Investor or of a portfolio company of such Investor or Affiliate;
 - (ii) holds any other office, employment or engagement with an Investor or an Affiliate of that Investor or a portfolio company of such Investor or Affiliate; or
 - (iii) is interested directly or indirectly (including, for the avoidance of doubt, by virtue of any Co-Investment Scheme) in any shares or debentures (or any rights to acquire shares or debentures) in an Investor or an Affiliate of that Investor or a portfolio company of such Investor or Affiliate.
- (b) A director for the time being appointed to the Board or any committee of the Board by the Majority Investors pursuant to these Articles or by the Investors (or any of them) pursuant to any agreement between the "A" Majority and the Majority Investors shall be authorised for the purposes of sections 173(2) and 175 of the 2006 Act to act or continue to act as a director of the Company, notwithstanding his role as a representative of the Investors (or any of them) for the purposes of monitoring and evaluating their investment in the Group. Without limitation, and for all purposes pursuant to these Articles or any agreement between the "A" Majority and the Majority Investors, such director shall be authorised for the purposes of sections 173(2) and 175 of the 2006 Act to:
- (i) attend, and vote at, meetings of the directors (or any committee thereof) at which any relevant matter will or may be discussed, and receive board papers relating thereto;
 - (ii) receive Confidential Information and other documents and information relating to the Group, use and apply such information in performing his duties as a director, officer or employee of, or consultant to, an Investor or an Affiliate of that Investor and disclose that information to third parties in accordance with these Articles or any agreement between the "A" Majority and the Majority Investors; and
 - (iii) give or withhold consent or give any direction or approval under these Articles or any agreement between the "A" Majority and the Majority Investors on behalf of the Investors (or any of them) in relation to any relevant matter.
- (c) For the avoidance of doubt, except as otherwise expressly permitted by these Articles or any agreement between the "A" Majority and the Majority Investors or in the proper performance of his duties to the Company under the 2006 Act, Article 17.2 does not authorise the relevant director to disclose Confidential Information.

17.3 Directors' interests other than in relation to transactions or arrangements with the Company

- (a) The Board may authorise any matter proposed to it which would, if not so authorised, involve a breach of duty by a director under section 175 of the 2006 Act.
- (b) Any authorisation under Article 17.3(a) will be effective only if:

- (i) any requirement as to the quorum at the meeting at which the matter is considered is met without counting the director in question or any other director interested in the matter under consideration; and
- (ii) the matter was agreed to without their voting or would have been agreed to if their votes had not been counted.

For the purpose of this Article 17.3, the quorum for a meeting (or the relevant part of a meeting) at which the matter to be considered relates to an Investor Director shall be two directors, neither of whom are interested in the matter and, if appointed, and unless also interested in the relevant matter, must include one of an other Investor Director appointed by the Majority Investors or the Chairman.

- (c) The Board may give any authorisation under Article 17.3(a) upon such terms as it thinks fit. The Board may vary or terminate any such authorisation at any time.
- (d) Without prejudice to the remainder of these Articles or the Acts, the Company may authorise (specifically or generally) any matter proposed to it which would, if not so authorised, involve a breach of duty by a director under section 175 of the 2006 Act. Such authorisation shall be effected:
 - (i) with the consent in writing of the holders of more than 75 per cent. of the Ordinary Shares for the time being in issue; or
 - (ii) by special resolution

and shall constitute "authorisation by the members" for the purposes of this Article 17.

- (e) For the purposes of this Article 17, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.

17.4 Confidential information and attendance at meetings of directors

- (a) A director shall be under no duty to the Company with respect to any information which he obtains or has obtained otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person. In particular the director shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the 2006 Act if he:
 - (i) fails to disclose any such information to the Board or to any director or other officer or employee of, or consultant to, the Company; or
 - (ii) does not use or apply any such information in performing his duties as a director of the Company.

However, to the extent that his relationship with that other person gives rise to a conflict of interest or possible conflict of interest, this Article 17.4(a) applies only if the existence of that relationship has been authorised pursuant to Article 17.1 or 17.2 or authorised by the Board pursuant to Article 17.3(a) or authorised by the members (subject, in any such case, to the terms upon which such authorisation was given).

- (b) Where the existence of a director's relationship with another person has been authorised pursuant to Article 17.1 or Article 17.2 or authorised by the Board pursuant to Article 17.3(a) or authorised by the members, and his relationship with that person gives rise to a conflict of interest or possible conflict of interest, the director shall not be in breach of the general duties he owes to the

Company by virtue of sections 171 to 177 of the 2006 Act if, at his discretion or at the request or direction of the Board or any committee of the Board, he:

- (i) absents himself from a meeting of directors (or a committee thereof) at which any matter relating to the conflict of interest or possible conflict of interest will or may be discussed, or from the discussion of any such matter at a meeting of directors or otherwise; or
- (ii) makes arrangements not to receive documents and information relating to any matter which gives rise to the conflict of interest or possible conflict of interest sent or supplied by or on behalf of the Company or for such documents and information to be received and read by a professional adviser on his behalf,

for so long as he reasonably believes such conflict of interest (or possible conflict of interest) subsists.

- (c) The provisions of Articles 17.4(a) and 17.4(b) are without prejudice to any equitable principle or rule of law which may excuse the director from:
 - (i) disclosing information, in circumstances where disclosure would otherwise be required under these Articles or any agreement between the "A" Majority and the Majority Investors; or
 - (ii) attending meetings or discussions or receiving documents and information as referred to in Article 17.4(b), in circumstances where such attendance or receipt would otherwise be required under these Articles or any agreement between the "A" Majority and the Majority Investors.

17.5 Declaration of interests in proposed or existing transactions or arrangements with the Company

- (a) A director who is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement.
- (b) A director who is in any way, directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable, unless the interest has already been declared under Article 17.5(a).
- (c) Any declaration required by Article 17.5(a) may (but need not) be made at a meeting of the directors or by notice in writing in accordance with section 184 of the 2006 Act or by general notice in accordance with section 185 of the 2006 Act. Any declaration required by Article 17.5(b) must be made at a meeting of the directors or by notice in writing in accordance with section 184 of the 2006 Act or by general notice in accordance with section 185 of the 2006 Act.
- (d) If a declaration made under Article 17.5(a) or Article 17.5(b) proves to be, or becomes, inaccurate or incomplete, a further declaration must be made under Article 17.5(a) or Article 17.5(b) as appropriate.
- (e) A director need not declare an interest under this Article 17.5:
 - (i) if it cannot reasonably be regarded as likely to give rise to a conflict of interest;

- (ii) if, or to the extent that, the other directors are already aware of it (and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware);
- (iii) if, or to the extent that, it concerns terms of his service contract that have been or are to be considered by a meeting of the directors or by a committee of the directors appointed for the purpose under these Articles or any agreement between the "A" Majority and the Majority Investors; or
- (iv) if the director is not aware of his interest or is not aware of the transaction or arrangement in question (and for this purpose a director is treated as being aware of matters of which he ought reasonably to be aware).

17.6 Ability to enter into transactions or arrangements with the Company notwithstanding interest

Subject to the provisions of the Acts and provided that he has declared the nature and extent of any direct or indirect interest of his in accordance with Article 17.5 or where Articles 17.1 or 17.2 apply, a director notwithstanding his office:

- (a) may be a party to, or otherwise be interested in, any transaction or arrangement with the Company or in which the Company is directly or indirectly interested;
- (b) may act by himself or through his firm in a professional capacity for the Company (otherwise than as Auditors), and in any such case on such terms as to remuneration and otherwise as the Board may decide; or
- (c) may be a director or other officer of, or employed or engaged by, or a party to any transaction or arrangement with, or otherwise be interested in, any body corporate in which the Company is directly or indirectly interested

unless an Investor Director notifies the director otherwise in writing.

17.7 Remuneration and benefits

A director shall not, by reason of his office, be accountable to the Company for any remuneration or other benefit which he derives from any office, employment or engagement or from any transaction or arrangement or from any interest in any body corporate:

- (a) the acceptance, entry into or existence of which has been authorised pursuant to Articles 17.1 or 17.3 or authorised by the Board pursuant to Article 17.3(a) or authorised by the members (subject, in any such case, to any terms upon which such authorisation was given); or
- (b) which he is permitted to hold or enter into pursuant to Article 17.6 or otherwise pursuant to these Articles or any agreement between the "A" Majority and the Majority Investors,

nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the 2006 Act. No transaction or arrangement authorised or permitted pursuant to Articles 17.1 or 17.2 or 17.3(a) or 17.6, or otherwise pursuant to these Articles or any agreement between the "A" Majority and the Majority Investors shall be liable to be avoided on the ground of any such interest or benefit.

17.8 Alternate directors

For the purposes of this Article 17, in relation to an alternate director, the interest of his appointor is treated as the interest of the alternate director in addition to any interest which the alternate director otherwise has. Article 17 applies to an alternate director as if he were a director otherwise appointed.