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The Companies Acts 1985 and 1989

PRIVATE
COMPANY LIMITED BY SHARES

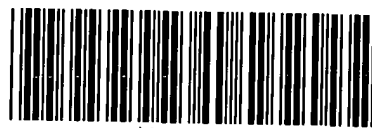
ARTICLES OF ASSOCIATION

OF

PLAXTON LIMITED

(adopted by Written Resolution passed on

THURSDAY



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THE COMPANIES ACT 1985

PRIVATE COMPANY
LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

PLAXTON LIMITED
(the "Company")

(adopted by Written Resolution passed on 2021)

1 Definitions and interpretation

Definitions and interpretation

1.1 In these Articles, unless the context otherwise requires:

"Act" means the Companies Act 1985 as amended re-enacted or replaced from time to time;

"acting in concert" has the meaning ascribed to it by the City Code on Takeovers and Mergers as in force and construed on the date of adoption of these Articles;

"A Ordinary Shares" means the A Ordinary Shares of 10p each of the Company having the rights set out for that class in these Articles;

"Auditors" mean the auditors for the time being of the Company;

"Banking Facilities" means the term loan and working capital facilities to be provided by Barclays Bank PLC in connection with the acquisition by the Company of Target;

"B Ordinary Majority" means the holder(s) of over 50% of the B Ordinary Shares for the time being in issue;

"B Ordinary Shares" means the B Ordinary Shares of 10p each of the Company having the rights set out for that class in these Articles;

"Business Day" means any day except Saturday, Sunday, Christmas Day or any bank holiday in England;

"Change of Control" means the acquisition whether by purchase, transfer, renunciation or otherwise but excluding a transfer of Shares made in accordance with Article 9 by any person not an original party to an Investment Agreement ("a Third Party Purchaser"), of any interest in any Shares if, upon completion of that acquisition, the Third Party Purchaser, together with persons acting in concert or connected with him (excluding any person who was an original party to an Investment Agreement, would hold more than 50 per cent in voting rights attached to the issued Shares;

"connected with" has the meaning ascribed to it in section 839 Income and Corporation Taxes Act 1988 save that there shall be deemed to be control for that purpose whenever either section 416 or section 840 of that act would so require;

"Deemed Transfer Notice" has the meaning ascribed to it in Article 11.2;

"**Early Leaver**" means a person (other than a Good Leaver) who for any reason and in any circumstances ceases before the Exit Event to be either an employee or director and following which is a Relevant Member (as defined in Article 11.2) in respect of whom a Transfer Event occurs and who is not a Good Leaver;

"**Equity Shares**" means the A Ordinary Shares and the B Ordinary Shares for the time being in issue

"**Event of Default**" means the occurrence of any event, which entitles the holders of the A Ordinary Shares to serve an Activation Notice under Article 3.4(b) (whether or not any such Activation Notice is in fact served as a consequence);

"**Exit Event**" means the earlier to occur of:

- (a) the date and time at which an agreement referred to in the definition of "Sale" is completed; and
- (b) the date and time at which a Listing takes place;

"**Good Leaver**" refers to a Relevant Member who ceases to be a director or employee (other than a person who has been declared bankrupt) as a result of:

- (i) death, illness (including mental illness), permanent disability or permanent incapacity through ill health or redundancy, retirement at such age is set out in the Relevant Member's contract of employment;
- (ii) dismissal from employment on notice (but not summarily) in accordance with the notice provisions in his contract of employment;
- (iii) any other circumstance where within 60 days of its occurrence (or, if later, 30 days of such occurrence coming to the notice of an Investor Majority) an Investor Majority notifies the Company in writing that the Relevant Member is to be regarded as a Good Leaver (but so that such notice shall not prejudice or fetter the classification of any other person who also leaves in similar or different circumstances);

"**Group**" means the Company and all its subsidiaries and subsidiary undertakings for the time being and "**member of the Group**" shall be construed accordingly;

"**the Institutional Investors' Cash Flow**" means the following receipts in respect of the Investment (but without counting any amount received more than once);

- (i) dividends and other distributions or interest paid by the Company in respect of any part of the Investment (including any associated tax credit but excluding for these purposes any amount paid in respect of late payment and any associated tax credit on such late payment);
- (ii) cash paid by the Company in respect of any repayment or redemption of any part of the Investment (including any amount in respect of any premium element of the Investment but excluding for these purposes any amount paid in respect of late repayment);
- (iii) the Investors' Proportion,

and so that references to amounts paid and the date of payment shall be the actual payment and date of actual payment (or the closest estimate thereof);

"**Investors' IRR**" means the internal rate of return (expressed as an annual percentage) actually achieved on payments made in respect of the Investment by reference to the Institutional Investors' Cash Flow up to and including the Realisation Date, such rate being calculated in accordance with generally accepted venture capital industry practice and agreed between an Investor Majority and a B Ordinary Majority or, in default of agreement, as conclusively reported as such by the Auditors (acting, as experts and not arbitrators and whose report shall be

final and binding on the Company and all its Members). The report of the Auditors shall be addressed to (and obtained at the cost, pro rata to their holdings immediately prior to the Realisation Date, of) the holders of the A Ordinary Shares and the B Ordinary Shares;

"the Investors' Proportion" means that amount of the Realisation Value as is attributable to the A Ordinary Shares comprising a part of the Investment;

"the Investment" means the total amounts from time to time invested by the Investors in the Company or any subsidiary undertaking including any equity subscription or any loan made including for the avoidance of doubt funds invested pursuant to any Investment Agreement on the date hereof and any subsequently invested;

"Investor" means an Investor as defined in the Investment Agreement;

"Investment Agreement" means any Agreement relating to the Company and made between the Company, all its members and others (if any) and expressly stated to be an Investment Agreement for the purposes of these Articles, as any such Agreement is amended, waived, restated, modified or supplemented for the time to time;

"Investor Director" has the meaning ascribed to it in Article 17;

"Investor Majority" means the holder(s) of over 50% of the A Ordinary Shares for the time being in issue;

"Issue Price" means the amount paid up or credited as paid up on the shares concerned (including any premium on issue);

"Listing" means either:

- (a) the admission by UKLA of all or any of the issued equity share capital of the Company to its Official List, and such admission becoming effective; or
- (b) the granting of permission by the London Stock Exchange for the introduction of all or any of the issued equity share capital of the Company to the Alternative Investment Market, and such permission becoming effective; or
- (c) any equivalent admission to, or permission to deal or trade on, any other Recognised Investment Exchange becoming unconditionally effective in relation to all or any of the issued equity share capital of the Company;

"the Listing Shares" means the issued equity share capital of the Company (excluding any equity share capital to be subscribed and issued on such Listing other than new shares to be paid up by way of capitalisation of reserves or arising from any sub-division, consolidation or conversion of shares);

"Loan Stock" means the secured Loan Stock of the Company constituted by the deed poll of the Company executed on or about the date of adoption of these Articles;

"London Stock Exchange" means London Stock Exchange plc;

"Member" means any registered holder of a Share for the time being;

"Participating Dividend" means the dividend payable on the A Ordinary Shares under Article 3.2, including any arrears and accruals and deficiencies thereof and interest thereon;

"Pre-Tax Profits" means the consolidated profit before tax of the Group as shown in the audited consolidated profit and loss account of the Company for the relevant financial year;

- (a) before provision for all payments of any dividends or other distribution relating to any share in the capital of the Company;

- (b) before provision for the transfer of any sum to reserve or writing off goodwill or any other intangible item;
- (c) after adding back (to the extent to which the same have been charged to profit and loss in the financial year in question) amortisation of all the costs borne by the Company in respect of the relevant financial year in respect of the acquisition of certain of the assets and businesses of Transbus International Limited (In Administration) and the investment by the Investors pursuant to the Investment Agreement including all costs incurred in raising finance including the Banking Facilities;
- (d) after adding back amortisation of goodwill;

"Realisation" means a Sale or Listing;

"Realisation Date" means:

- (i) in respect of a Listing, the date on which dealings are permitted to commence;
- (ii) in respect of a Sale, the date of receipt from the purchaser or purchasers of the consideration first payable on completion of the Sale;

"Realisation Value" means the value of the issued Equity Shares in the capital of the Company and (to the extent to which they are sold in the Sale and not redeemed) the value of any other part of the Investment (which shall, where appropriate, include shares deriving therefrom since their date of issue, including shares deriving therefrom following any capital reorganisation effected prior to the Realisation) calculated as follows and on the basis that the relevant Realisation has been effected in accordance with its terms:

- (a) in the event of a Listing, the market value of the Listing Shares determined by reference to the price per share at which such shares are to be offered for sale, placed or otherwise marketed pursuant to the arrangements relating to the Listing, all as determined by the merchant bank or, if none, the broker appointed by the Board to advise in connection with the Listing;
- (b) in the event of a Sale:
 - (i) if the Equity Shares are to be sold by private treaty (as distinct from a public offer) and the consideration is a fixed cash sum payable in full on completion of the Sale, the total amount of such cash sum;
 - (ii) if a written offer has been made for a cash consideration or, if the Sale is pursuant to any other public cash offer or public offer accompanied by a cash alternative, the total cash consideration or cash alternative price for all the shares of the Company for which the offer is made;
 - (iii) if the Sale is by private treaty or public offer and the consideration is the issue of securities (not accompanied by a cash alternative):
 - (A) if the securities will rank pari passu with a class of securities already admitted to trading on a Recognised Investment Exchange (in the case of a sale by private treaty) the value attributed to such consideration in the related sale agreement setting out the terms of such sale or, (in the case of a Sale following a public offer or failing any such attribution in the sale agreement) by reference to the value of such consideration determined by reference to the average middle market quotation of such securities over the period of 5 Business Days ending 3 days prior to the day on which the Sale is completed; or
 - (B) if the securities are not of such a class, the value of the relevant consideration as agreed between an Investor Majority and a B

Ordinary Majority or, in the absence of such agreement prior to the Realisation, such value as is reported on by the Auditors, in a report obtained for the purpose and addressed to (and at the cost, pro rata to their holdings immediately prior to the Realisation, of) the holders of the Equity Shares;

- (iv) to the extent that the Sale includes an element of non-contingent and clearly quantified deferred consideration, its value shall be the present value of such deferred consideration discounted for delay determined by the Auditors, in a report obtained for the purpose and addressed to (and at the cost, pro rata to their holdings immediately prior to the Realisation, of) the holders of the Equity Shares; and
- (v) to the extent that the Sale includes an element of consideration which is contingent and/or unquantified then no value shall be ascribed thereto in determining Realisation Value or the Required Realisation Value but the provisions of Article 4.4 shall apply; and
- (vi) if and to the extent that (i) to (iv) above are not applicable, the value of the relevant consideration as agreed between an Investor Majority and a B Ordinary Majority or, in the absence of such agreement prior to the Realisation, such value as is reported on by the Auditors, in a report obtained for the purpose and addressed to (and at the cost, pro rata to their holdings immediately prior to the Realisation, of) the holders of the Equity Shares;

"Recognised Investment Exchange" has the meaning ascribed to it in section 285(1)(a) Financial Services and Markets Act 2000;

"Relevant Return" means the higher of the Required Cash Return and the Required Realisation Value;

"Required Cash Return" means the aggregate Institutional Investors' Cash Flow that is equal to three (3) times the Investment;

"Required Realisation Value" means, in respect of a given Realisation, the Realisation Value which would result in an Investors' IRR of thirty-five percent (35%).

"Remuneration Committee" means any committee of the Board of which an Investor Director is a member and which is established pursuant to any Investment Agreement;

"Sale" means the making of one or more agreements (whether conditional or not) for the disposal, transfer, purchase, subscription or renunciation of any part of the share capital of the Company giving rise to a Change in Control and for the purposes of this definition "disposal" shall mean a sale, transfer, assignment or other disposition whereby a person ceases to be the absolute beneficial owner of the share in question or of voting rights attached thereto or an agreement to enter into such disposal or the grant of a right to compel entry into such an agreement;

"Shares" means the A Ordinary Shares and the B Ordinary Shares and **"Share"** means any one share of any such class;

"Table A" means Table A in the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985;

"Third Party Purchaser" has the meaning ascribed to it in the definition of "Change of Control" and where the relevant acquisition was effected by the renunciation of a renounceable letter of allotment, shall include the relevant renouncee;

"UKLA" means the United Kingdom Listing Authority or any other competent authority for the time being for the purposes of Part VI of the Financial Services and Markets Act 2000; and

"Valuers" means the Auditors unless the Auditors give notice to the Company that they decline an instruction to report on Market Value when the Valuers shall be a firm of chartered

accountants agreed between the Vendor (as defined in Article 10) and the Board or, in default of agreement within 10 Business Days after the first name being proposed by either of them, as appointed by the President of the Institute of Chartered Accountants in England and Wales on the application of the Vendor or the Board.

- 1.2 These Articles and the regulations of Table A (subject to any modifications set out in these Articles) shall constitute all the articles of association of the Company.
- 1.3 References in these Articles to regulations are to regulations in Table A.
- 1.4 In these Articles, words importing a gender include every gender and references to persons shall include bodies corporate, unincorporated associations and partnerships.
- 1.5 Words and expressions defined in or for the purposes of the Act or Table A shall, unless the context otherwise requires, have the same meaning in these Articles.
- 1.6 The headings in these Articles shall not affect their construction or interpretation.
- 1.7 Whenever under these Articles it is desired or necessary for any two or more persons to give any notice, consent or approval in writing, the same may be done by them executing two or more documents either in identical form or adapted only for execution.
- 1.8 The Contracts (Rights of Third Parties) Act 1999 shall not apply to any rights under these Articles.

2 **Authorised Share Capital**

- 2.1 The authorised share capital of the Company at the date of the adoption of these Articles is £10,000 divided into 72,500 A Ordinary Shares and 27,500 B Ordinary Shares.

3 **Rights attached to the Shares**

- 3.1 Save as specified in these Articles, the A Ordinary Shares and the B Ordinary Shares shall rank pari passu in all respects.

3.2 **Dividends**

- (a) The Company shall pay to each of the Members holding A Ordinary Shares as a class (in priority to the dividends on any other class of Share) a cumulative net cash dividend of an aggregate sum (if any) which is equal to the Relevant Percentage of Pre-Tax Profits for the relevant financial year as set out in the table below (**"the Participating Dividend"**):

<u>Financial year ending on</u>	<u>Relevant Percentage</u>
30 April 2009	40%
30 April 2010	15%
30 April 2011	20%
each subsequent financial year	25%

Thereafter the A Ordinary Shares and B Ordinary Shares shall rank equally share for share as regards dividends.

- (b) The Participating Dividend shall be deemed to accrue from day to day from and including 1 May 2008.
- (c) No Participating Dividend shall be declared, recommended, or paid in respect of any financial period prior to the financial period ending on 30 April 2009.

- (d) Subject to the Act, each Participating Dividend shall be paid 4 months after the end of the relevant financial year of the Company or 14 days after the date on which the auditors sign their report on the audited accounts of the Company for the relevant financial year whichever is earlier.
- (e) For so long as there are A Ordinary Shares in issue, the Company shall within 3 months of the end of the relevant financial year prepare a statement of the Pre-Tax Profits for each financial year of the Company ending or after 30 April 2008.
- (f) Unless the Company is prohibited from paying dividends by the Act, the Participating Dividend shall (notwithstanding regulations 102 to 108 inclusive or any other provision of these Articles and in particular notwithstanding that there has not been a recommendation or resolution of the Board or resolution of the Company in general meeting) be paid immediately on the due date and if not then paid shall be a debt due by the Company and be payable in priority to any later dividend on the A Ordinary Shares.
- (g) If the Company fails to pay the Participating Dividend on the due date(s) (irrespective of whether such payment is prohibited by the Act) such dividend shall be increased from that date until actual payment at the rate of 3 per cent per annum above the base rate of Barclays Bank PLC, compounded on 31 March and 30 September in each year on the amount unpaid.

3.3 Capital

On a return of capital whether on liquidation or capital reduction or otherwise (other than a redemption or purchase of shares made in accordance with these Articles) the surplus assets of the Company remaining after the payment of its liabilities shall be applied as if they were the proceeds of a Sale under Article 4.

3.4 Voting

- (a) Subject to Article 3.4(b) and to Article 11.3 each holder of a Share shall be entitled to receive notice of and to attend and speak at any general meetings of the Company and such holder who (being an individual) is present in person or by proxy or (being a body corporate) is present by duly authorised representative or by proxy shall, on a show of hands, have one vote, and, on a poll, have one vote for each Share held by him.
- (b) An Investor Majority shall be entitled by notice in writing to the Company (an "Activation Notice") to exercise, as a class on a poll nine times, the total number of votes attached to all shares of other class(es) in issue, on any resolution at any general meeting of the Company if:
 - (i) the provider of any banking facilities provided to any member of the Group shall at any time have become entitled to declare the whole or any part of such facilities due and payable in advance of its stated maturity date as a result of any event of default in respect of or arising pursuant to any such banking facilities (however such event of default is described and whether or not such provider shall actually have made any such declaration as a consequence); or
 - (ii) there shall at any time have occurred any material breach or material non observance by the Company or any of the members or Directors of the Company (excluding any Investor Director or any Members holding A Ordinary Shares) of any of the provisions of these Articles (including the provisions of Table A incorporated in these Articles) or of any Investment Agreement or of the Loan Stock; or
 - (iii) any amount due to be paid by any Group Company under the Loan Stock shall at any time not have been paid within 3 days of the stated date (whether or not the payment of the same shall have been prevented or delayed by or would breach any intercreditor or other arrangement for the time being between (with

or without other parties) the Company and the provider of any banking facilities provided to any member of the Group).

The enhanced voting rights attached to the A Ordinary Shares pursuant to this Article 3.4 shall be exercisable at any time after any Event of Default (subject to the Activation Notice having been served) and such enhanced voting rights shall continue to apply until the lawful payment of all such payments then overdue or (if the breach is other than payment) such other breach shall have been remedied to the written satisfaction of the Investor Majority whereupon such enhanced voting rights as set out in this Article 3.4 shall upon that occasion be deactivated.

4 Provision on Sale and Ratchet

4.1 On a Sale or Listing the provisions of this Article 4 shall apply to determine the allocation of the proceeds of such Sale or Listing.

4.2 On a Sale, the consideration referable to the Loan Stock sold in the Sale, if any, shall be paid to the sellers thereof and Members selling Shares shall (unless otherwise agreed by an Investor Majority and a B Ordinary Majority) pay the proceeds of the Shares into a joint account at a UK clearing bank nominated by the Investor Majority immediately prior to the Sale and such proceeds shall be allocated and paid out as follows:

- (i) first in paying to the relevant members holding A Ordinary Shares an amount equal to their Issue Price and all dividends accrued or in arrears to the date of Sale;
- (ii) next in paying to the member holding B Ordinary Shares an amount equal to their Issue Price and all dividends accrued or in arrears to the date of Sale;
- (iii) lastly, and subject to the proviso below and to Article 4.3, in dividing the surplus (if any) between the members holding A Ordinary Shares and the members holding B Ordinary Shares (in each case pro rata as between such holders to their respective holdings of the two classes as if one class) Provided always that the Auditors shall confirm the amount of the surplus at which the entitlement of the Investors achieves the Relevant Return ("the Threshold") and the amount of such surplus (if any) in excess of the Threshold shall be reallocated as to 50% to the holders of the A Ordinary Shares and 50% to the holders of the B Ordinary Shares (in each case pro rata as between such holders of a class to their respective holdings of the class).

In the preceding provisions of this Article 4.2 (and in the related definitions) reference (in whatever terms) to "holder" and to "member holding" (and similar expressions) means the "relevant selling Member" and cognate expressions shall be construed accordingly.

The provisions of Article 4.2 shall not apply on or after a Listing.

Reference in Article 4.2(a) to "dividends accrued or in arrears to the date of Sale" includes a pro rata amount of the Participating Dividend from the date of the commencement of the then current financial year of the Company down to and including the date of Sale, whether declared or earned and payable under these Articles or not. That pro rata amount shall be calculated on the basis set out in Article 3 save that "Pre-Tax Profit" for this purpose shall be:

Adjusted Pre-Tax Profit multiplied by Proportion of Financial Year where:

"Adjusted Pre-Tax Profit" means the net profit of the Group, calculated on the same basis as "Pre-Tax Profit", by reference to the latest available unaudited consolidated management accounts of the Company and its subsidiary undertakings for the period from the start of the then current financial year to the latest practicable date prior to the Sale or the date of return of capital; and

"Proportion of Financial Year" means the number of days from the date of the start of the then current financial year down to and including the date of the Sale or return of

capital divided by the number of days in the period to which such management accounts relate;

4.3 In the event that any rights issue or other pre-emptive offer of new shares or convertible securities is made to holders of A Ordinary Shares and to holders of B Ordinary Shares which is not in fact taken up by all holders of both classes in full, then, (unless otherwise expressly agreed at or before the actual allotment by an Investor Majority with specific reference to this Article 4.3), the percentages of the surplus in excess of the Threshold allocated to the two classes under the paragraph (e) of Article 4.2 shall be adjusted in such manner as the Auditors (acting as experts and not as arbitrators) shall determine to take account solely of the dilutive effect of the fact that the offer was not taken up in full.

4.4 (a) This Article 4.4 shall only apply in the circumstances envisaged in the definition of Realisation Value.

(b) On each occasion on which any contingent and/or unquantified consideration disregarded in such definition shall in fact be received, the provisions of Article 4.2 shall be reopened and reapplied as at the Realisation Date treating that late receipt as a non-contingent deferred consideration under the definition and discounted accordingly back to the Realisation Date to determine the allocation of the same and, for that purpose, the calculations used in allocating consideration already received shall be reworked Provided always that:

(i) no value already allocated shall be reallocated and this provision shall serve only to allocate the additional consideration later received; and

(ii) although the receipt shall be discounted as aforesaid to determine how to allocate the same, the amount of such discount shall also be reallocated to the shareholders in the same proportion in which the discounted receipt is allocated.

4.5 Immediately prior to and conditionally upon a Listing the shareholders shall enter into such reorganisation of the share capital of the Company as they may agree or, in default, as an Investor Majority may (provided that an opinion from the Auditors confirms that the reorganisation in their opinion is fair in the circumstances) specify, to ensure that the Realisation Value is reallocated between the Members in the same proportions as the preceding provisions of these articles would provide on a Sale at that Realisation Value.

5 Variation of Class Rights

5.1 Whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class may be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent in writing of the holders of three quarters of the issued shares of that class or with the sanction of an extraordinary resolution passed at a separate meeting of the holders of the issued shares of that class, but not otherwise. For every such separate meeting, all the provisions of these Articles relating to general meetings of the Company shall apply with amendments necessary to give efficacy.

5.2 Without prejudice to the generality of their rights, the special rights attached to the A Ordinary Shares shall each be deemed to be varied at any time by any of the following occurring without class consent:

- (i) an increase, reduction or other alteration in the issued share capital of the Company or any other member of the Group or a variation in the rights attaching to any class thereof save pursuant to options approved by any Remuneration Committee;
- (ii) the grant of an option to subscribe for shares in the Company or any other member of the Group or the issue of any securities or instruments convertible into shares in any such company save in accordance with the terms of any Investment Agreement;

- (iii) other than pursuant to the Banking Facilities, the creation by the Company or any other member of the Group of any mortgage, charge, pledge, lien, encumbrance or other security interest (excluding an interest arising by operation of law in the ordinary course of business);
- (iv) the making of any material change (including cessation) in the nature of the business of the Group taken as a whole;
- (v) the alteration of the memorandum of association of the Company or these Articles or the passing of any special or extraordinary resolution of the Members;
- (vi) the declaration or payment of any dividend or the making of any other distribution in respect of the profits, assets or reserves of the Company or any other member of the Group save for the Participating Dividend;
- (vii) the institution of any proceedings for, or the passing of any resolution for or in preparation for the winding up or administration of or the appointment of an administrator for the Company or any other member of the Group save on the advice of a licensed insolvency practitioner in circumstances where (in the opinion of such licensed insolvency practitioner and the Board) the Company or the relevant other member of the Group is or is about to become insolvent;
- (viii) the appointment or removal of any director in his capacity as a director and/or employee of any member in the Group otherwise than under Article 17;
- (ix) a Sale or Listing;
- (x) the Company or any other member of the Group incurring an obligation (actual or contingent) to do any of the foregoing; and
- (xi) the registration or purported registration of any transfer of any Share or interest therein other than as expressly permitted by these Articles.

6 Issue of Shares – section 80 and section 89

- 6.1 Subject to the Act and to Article 5.2, all unissued Shares in the Company shall be under the control of the directors and they may offer, allot, grant rights or warrants to subscribe for, grant options over, or otherwise deal with or dispose of unissued shares in the Company to such persons and generally on such terms in such manner and at such times as they may determine.
- 6.2 Subject to Article 5.2, the Directors of the Company are hereby authorised pursuant to section 80 of the Act generally to exercise each and every power of the Company to allot relevant securities (as defined in that section) up to a maximum amount in nominal value which when aggregated with the subscriber share(s) and the relevant securities already allotted on the adoption of these Articles is equal to the authorised share capital on such adoption, and this authority shall expire on the day immediately preceding the fifth anniversary of the date of adoption of these Articles.
- 6.3 Section 89(1) and Sections 90(1) to (6) of the Act shall apply to the Company. When it applies, section 89(1) shall be modified to provide that the offer of equity securities must be such that the relevant shares allotted are of the same class as the shares entitling the members to receive the offer (and the initial offering of such equity securities is therefore proportion by class and holding to the shares giving such entitlement).

7 Lien

- 7.1 All Shares to be sold in the enforcement of the Company's lien or rights of forfeiture shall be offered in accordance with Article 11, (Compulsory Transfers) as if a Deemed Transfer Notice were deemed given in respect of such Shares.
- 7.2 Article 7.1 shall not apply to a Relevant Transfer (as defined in Article 8) and the Company shall not have a lien on any shares that are subject to a mortgage or charge in favour of a Secured Party (as defined in Article 8).

8 **Transfer of Shares - General**

8.1 The Board shall not register the transfer of any Share or any interest in any Share unless the transfer:

- (i) is permitted by Article 9 (Permitted Transfers); or
- (ii) is made in accordance with Article 10 (Voluntary Transfer), Article 11 (Compulsory Transfer), Article 12 (Come Along), or Article 12 (Tag Along);

AND, in either such case, is not prohibited under Article 13 (Prohibited Transfers).

8.2 (i) For the purpose of ensuring that a transfer of Shares is in accordance with these Articles or that no circumstances have arisen whereby a Member may be bound to give or be deemed to have given a Transfer Notice the Board may from time to time require any Member or any person named as transferee in any transfer lodged for registration to furnish to the Board such information and evidence as they reasonably deem relevant for such purpose.

(ii) Failing such information or evidence being furnished to their reasonable satisfaction within a reasonable time after request under Article 8.2 the Board may (with the approval of an Investor Majority) in their absolute discretion refuse to register the transfer in question or (with the approval of an Investor Majority where no transfer is in question) require by notice in writing to the Member(s) concerned that a Transfer Notice be given in respect of the Shares concerned.

(iii) If such information or evidence requested under Article 8.2(a) discloses to the reasonable satisfaction of the Board (with the approval of an Investor Majority) that circumstances have arisen whereby a Member may be bound to give or be deemed to have given a Transfer Notice the Board may (with the approval of an Investor Majority) by notice in writing to the Member(s) concerned require that a Transfer Notice be given in respect of the Shares concerned.

8.3 An obligation to transfer a Share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Share free from any lien, charge or other encumbrance.

8.4 **Relevant Transfer**

(i) the directors may, in their absolute discretion and without giving any reason, refuse to register the transfer of a share on which the Company has a lien, and Regulation 24 of Table A shall not apply.

(ii) Notwithstanding Article 8.1 above, the directors shall register any Relevant Transfer without delay upon receipt.

(iii) In this Article:

(a) a "Relevant Transfer" means any transfer of shares from or to any Secured Party or any receiver (or similar officer) and any transfer of shares executed by any such person in the name of, or on behalf of, any other person which, in each case, is made pursuant to or in accordance with the relevant security document(s), including (without limitation) any such transfer made in order to perfect any mortgage, charge or other security interest in such shares or in exercise of any power of sale or other enforcement power; and

(b) a "Secured Party" means, in respect of any shares, any person to which such shares have been mortgaged or charged (or in favour of which any other security interest in such shares has been created) and any nominee, agent or trustee of or for any such person.

9 Permitted Transfers

9.1 Transfers within groups of companies

- (i) Any Member that is a body corporate may at any time transfer any Shares held by it to a member of the same group.
- (ii) Where Shares have been transferred under Article 9.1○ (whether directly or by a series of such transfers) from a Member (the "**Transferor**") to a member of the same group as the Transferor (the "**Transferee**") and subsequent to such transfer the Transferee shall cease to be a member of the same group as the Transferor then the Transferee shall forthwith transfer all the Shares held by it to the Transferor, for such consideration as they agree and if they do not do so within 28 days of the date upon which the Transferee ceased to be a member of the same group the directors may with the consent of an Investor Majority require the Transferee to serve a Transfer Notice in respect of such Shares.

9.2 Transfers between funds

Any Shares held by or on behalf of an investment fund may with the consent of an Investor Director be transferred:

- (i) to the investment fund for whom the Shares are held; or

- (ii) to another investment fund which is managed or advised by the same manager or adviser as the transferor or by a manager or adviser which is a member of the same group as the transferor's manager or adviser; or
- (iii) to any member, unitholder, shareholder, partner or participant in, or manager or adviser (or an officer or employee, past or present, of such partner, manager or adviser) of that investment fund; or
- (iv) to any custodian or nominee or other person so authorised, to be held solely on behalf of any person referred to in Article 9.2(i), (ii) or (iii) above.

For this purpose, **investment fund** includes any body corporate, partnership, pension or retirement scheme or trust of whatever nature.

9.3 Other permitted transfers

- (i) A Member may transfer Shares to any person at any time with the prior written consent of both a B Ordinary Majority and an Investor Majority.
- (ii) Any Share may, be transferred to a Venture Capitalist as defined in Article 9.3(iii) but subject (in the case of this Article 9.3(ii)) to the operation (if relevant) of Articles 12.8 to 12.11.
- (iii) In this Article 9 "a **Venture Capitalist**" means any person or firm or partnership whose business comprises to a material extent the holding for investment purposes of unlisted securities in United Kingdom private companies and includes any nominee, custodian or manager used by any such person, firm or partnership to hold such investments.
- (iv) Any Investor may transfer any share to any other Investor free from pre-emption.

9.4 Transfers of entire interest

A transfer of any Share pursuant to this Article 9 shall only be treated as a permitted transfer for the purposes of these Articles if it is a transfer of the entire legal and beneficial interest in such share, free from any lien, charge or other encumbrance.

10 Voluntary Transfers

- 10.1 Except as permitted under Article 9 (Permitted Transfers), any Member who wishes to transfer any Share ("a **Vendor**") shall before transferring or agreeing to transfer such Share or any interest in it, serve notice in writing ("a **Transfer Notice**") on the Company of his wish to make that transfer. Save as permitted by Article 9 and subject always to Article 12 and Article 13 a Member who wishes to transfer an interest in a Share (but not the Share itself) may do so only with the prior approval of both a B Ordinary Majority and an Investor Majority.

- 10.2 In the Transfer Notice the Vendor shall specify:

- (i) the number of Shares ("**Sale Shares**") which he wishes to transfer;
- (ii) the identity of the person (if any) to whom the Vendor wishes to transfer the Sale Shares;
- (iii) the price per share at which the Vendor wishes to transfer the Sale Shares ("**the Proposed Sale Price**");
- (iv) any other terms relating to the transfer of the Sale Shares; and
- (v) whether the Transfer Notice is conditional upon all (and not part only) of the Sale Shares being sold pursuant to the following provisions of this Article 10 ("**a Total Transfer Condition**").

- 10.3 Each Transfer Notice shall:
- (i) relate to one class of Shares only;
 - (ii) constitute the Company as the agent of the Vendor for the sale of the Sale Shares on the terms of this Article 10;
 - (iii) save as provided in Article 10.8, be irrevocable.
- 10.4 The Sale Shares shall be offered for purchase in accordance with this Article 10 at a price per Sale Share ("**the Sale Price**") agreed between the Vendor and the Board (with the approval of the Investor Director(s)) or, in default of such agreement by the end of the 15th Business Day after the date of service of the Transfer Notice:
- (i) if the Board or an Investor Majority so elects within that 15 Business Day period the Sale Price shall be the price per share reported on by the Valuers as their written opinion of the open market value of each Sale Share ("**the Market Value**") as at the date of service of the Transfer Notice (in which case for the purposes of these Articles the Sale Price shall be deemed to have been determined on the date of the receipt by the Company of the Valuer's report); and
 - (ii) otherwise the Sale Price shall be the Proposed Sale Price, in which case for the purpose of these Articles the Sale Price shall be deemed to have been agreed at the end of that 15th Business Day.
- 10.5 If instructed to report on their opinion of Market Value under Article 10.4(a) or Article 11.5 the Valuers shall:
- (i) act as expert and not as arbitrator and their written determination shall be final and binding on the Members; and
 - (ii) proceed on the basis that the open market value of each Sale Share shall be the sum which a willing purchaser would agree with a willing vendor to be the purchase price for all the class of Shares of which the Sale Shares form part, divided by the number of issued Shares then comprised in that class (but so that for this purpose all A Ordinary Shares and all B Ordinary Shares shall be valued as if they are one and the same class and taking no account of any discount for a minority holding).
- 10.6 The Company will use its reasonable endeavours to procure that the Valuers deliver their written opinion of the Market Value to the Board and to the Vendor within 28 days of being requested to do so.
- 10.7 The Valuers' fees for reporting on their opinion of the Market Value shall be borne as the Valuers shall specify in their valuation or otherwise (in the absence of any specification by the Valuer) as to one half by the Vendor and as to the other half by the Company unless the Vendor revokes the Transfer Notice pursuant to Article 10.8 when the Vendor shall pay all the Valuers' fees.
- 10.8 If the Market Value is reported on by the Valuers under Article 10.4 to be less than the Proposed Sale Price, the Vendor may revoke the Transfer Notice by written notice given to the Board within the period ("**the Withdrawal Period**") of 5 Business Days after the date the Board serves on the Vendor the Valuers' written opinion of the Market Value.
- 10.9
- (a) If the Sale Shares are not B Ordinary Shares, the Board shall at least 10 Business Days after and no more than 20 Business Days after the Sale Price has been agreed or determined give an Offer Notice to all Members to whom the Sale Shares are to be offered in accordance with these Articles (whether first, second or third level offerees).
 - (b) If the Sale Shares are B Ordinary Shares, the Board shall give an Offer Notice to all Members or Board Invitees to whom the Sale Shares are to be offered in accordance

with these Articles at least 10 Business Days after and no more than 20 Business Days after whichever first occurs of

- (i) Board Invitee(s) having been determined in respect of all the Sale Shares;
- (ii) an Investor Majority waiving the requirement to offer Sale Shares to Board Invitees; or
- (iii) the period to find Board Invitees having expired without Board Invitees having been found in respect of all the Sale Shares.

10.10 An Offer Notice shall:

- (i) specify the Sale Price;
- (ii) contain the other details included in the Transfer Notice; and
- (iii) invite the relevant offerees to respond in writing, before expiry of the Offer Notice, to purchase the numbers of Sale Shares specified by them in their application,

and shall expire 35 Business Days after its service.

10.11 Sale Shares of a particular class specified in column (1) in the table below shall be treated as offered:

- (i) in the first instance to all persons in the category set out in the corresponding line in column (2) in the table below; and
- (ii) to the extent not accepted by persons in column (2), to all persons in the category set out in the corresponding line in column (3) in the table below;
- (iii) in the case of B Ordinary Shares, to the extent not accepted by persons in column (3), to all persons in the category set out in the corresponding line in column (4) in the table below,

but no Shares shall be treated as offered to the Vendor or to any other Member who is then bound to give, has given or is deemed to have given a Transfer Notice in respect of the B Ordinary Shares registered in his name.

(1)	(2)	(3)	(4)
Class of Sale Shares	First Offer to	Second Offer to	Third Offer to
A Ordinary Shares	Members holding A Ordinary Shares	Members holding B Ordinary Shares	
B Ordinary Share	Board Invitees	Members holding B Ordinary Shares	Members holding A Ordinary Shares

- (iv) The expression "Board Invitees" in these Articles means a person or persons (being employees or officers of the Group or the trustee(s) of any trust for the benefit of employees, of, and any actual or proposed employee of any member of the Group) selected (in the 60 Business Days immediately following the date on which the Sale Price is agreed or determined) by the Board with the written approval of an Investor Majority. If no such selection occurs for whatever reason in this period than the Investor Majority may, with the written approval of the Board, select the Board Invitees within a further period of 60 Business Days. Any approval required under this Article 10.11(d) shall not be unreasonably withheld or delayed.

10.12 After the expiry date of the Offer Notice the Board shall, in the priorities and in respect of each class of persons set out in the columns in the table in Article 10.11, allocate the Sale Shares in accordance with the applications received save that:

- (c) if there are applications from any class of offerees for more than the number of Sale Shares available for that class of offerees, they shall be allocated to those applicants in proportion (as nearly as possible, but without allocating to any Member more Sale Shares than the maximum number applied for by him) to the number of Shares of the class which entitles them to receive such offer then held by them respectively;
 - (d) if it is not possible to allocate any of the Sale Shares without involving fractions, they shall be allocated amongst the applicants of each class in such manner as the Board shall think fit;
 - (e) any allocation of Sale Shares between two or more Board Invitees shall be entirely at the discretion of the Board with an Investor Majority's approval; and
 - (f) if the Transfer Notice contained a valid Total Transfer Condition, no allocation of Sale Shares shall be made unless all the Sale Shares are allocated.
- 10.13 The Board shall, within 5 Business Days of the expiry date of the Offer Notice, give notice in writing ("**an Allocation Notice**") to the Vendor and to each person to whom Sale Shares have been allocated (each a "**Purchaser**") specifying the name and address of each Purchaser, the number and class of Sale Shares agreed to be purchased by him and the aggregate price payable for them.
- 10.14 Completion of a sale and purchase of Sale Shares pursuant to an Allocation Notice shall take place at the registered office of the Company at the time specified in the Allocation Notice when the Vendor shall, upon payment to him by a Purchaser of the Sale Price in respect of the Sale Shares allocated to that Purchaser, transfer those Sale Shares and deliver the relative share certificate(s) to that Purchaser.
- 10.15 The Vendor may, during the period of 120 Business Days commencing 20 Business Days after the expiry date of the Offer Notice, sell all or any of those Sale Shares for which an Allocation Notice has not been given by way of bona fide sale to the proposed transferee (if any) named in the Transfer Notice or, if none was so named, to any transferee at any price per Sale Share which is not less than the Sale Price, without any deduction, rebate or allowance to the proposed transferee, provided that:
- (i) the Vendor may not transfer such share and Board shall not register any transfer to a transferee who is not at that date a Member unless such transferee is first approved in writing by an Investor Majority; and
 - (ii) if the Transfer Notice contained a Total Transfer Condition, the Vendor shall not be entitled, save with the written consent of the Investor Majority and the Board, to sell only some of the Sale Shares under this Article 10.15.
- 10.16 If a Vendor fails for any reason (including death) to transfer any Sale Shares when required pursuant to this Article 10, the Board may authorise any director of the Company (who shall be deemed to be irrevocably appointed as the attorney of the Vendor for the purpose) to execute each necessary transfer of such Sale Shares and deliver it on the Vendor's behalf. The Company may receive the purchase money for such Sale Shares from the Purchaser and shall upon receipt (subject, if necessary, to the transfer being duly stamped) register the Purchaser as the holder of such Sale Shares. The Company shall hold such purchase money in a separate bank account on trust for the Vendor but shall not be bound to earn or pay interest on any money so held. The Company's receipt for such purchase money shall be a good discharge to the Purchaser who shall not be bound to see to the application of it, and after the name of the Purchaser has been entered in the register of Members in purported exercise of the power conferred by this Article 10.16 the validity of the proceedings shall not be questioned by any person.

11 Compulsory Transfers

11.1 In this Article 11, a "**Transfer Event**" occurs, in relation to any

Member Bankruptcy, death etc of individual (a) if that Member being

an individual;

- (i) shall have a bankruptcy order made against him or shall be declared bankrupt by any court of competent jurisdiction; or
- (ii) shall make an offer to make any arrangement or composition with his creditors generally;
- (iii) shall die; or
- (iv) shall suffer from mental disorder and be admitted to hospital or shall become subject to any court order referred to in regulation 81(c) of Table A; or
- (v) shall have or suffer any equivalent action in respect of him taken in any jurisdiction outside England and Wales;

and in any such case and within the following six months either the Investor Majority shall notify the Company or the Board shall resolve that such event is a Transfer Event in relation to that Member for the purposes of this Article;

Corporate dissolution or insolvency etc

- (a) if that Member being a body corporate:
 - (i) shall have a receiver, manager or administrative receiver appointed over all or any part of its undertaking or assets;
 - (ii) shall appoint or suffer the appointment of an administrator appointed in relation to it; or
 - (iii) shall enter into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction); or
 - (iv) shall have any equivalent action in respect of it taken in any jurisdiction outside England and Wales;

and within the following six months either the Investor Majority shall notify the Company or the Board shall resolve that such event is a Transfer Event in relation to that Member for the purposes of this Article;

Ceasing to be director or employee in Group

- (b) subject to Article 11.7 and to Article 11.8, if a Member who is at any time a director or employee of a member of the Group then:
 - (i) if he shall cease to hold such office or employment (other than by circumstances falling within Articles 11.1(a)(iii) or (iv)); or
 - (ii) if the member of the Group of which he is a director or employee shall cease for any reason to be a member of the Group.

and the Member does not remain or thereupon immediately become a director or employee of another company which is still a member of the Group, and within that following six months an Investor Majority shall notify the Company that such event is a Transfer Event in relation to that Member for the purposes of this Article;

Unauthorised attempted transfer

- (c) if a Member shall attempt to deal with or dispose of any Share or any interest in it otherwise than in accordance with these Articles and whether or not for value and within the following six months either the Investor Majority shall

notify the Company or the Board shall resolve that such event is a Transfer Event in relation to that Member for the purposes of this Article; or

Failure to serve Transfer Notice under specified provisions

- (d) if a Member shall for any reason not give a Transfer Notice in respect of any Shares or transfer any Shares (as the case may be) as required by any express provision of these Articles and within the following six months either the Investor Majority shall notify the Company or the Board shall resolve that such event is a Transfer Event in relation to that Member for the purposes of this Article.

Consequences of Transfer Event determination

- 11.2 Upon the making of a notification or resolution under Article 11.1 or Article 11.8(b) that the same is a Transfer Event (as the case may be) the Member in respect of whom it is a Transfer Event ("**the Relevant Member**") and any other Member who has acquired Shares from him under a permitted transfer (directly or by means of a series of two or more permitted transfers) shall be deemed to have immediately given a Transfer Notice in respect of all the B Ordinary Shares then held by such Member(s) ("**a Deemed Transfer Notice**"). A Deemed Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the same Shares except for Shares that have then been validly transferred pursuant to that Transfer Notice. For the purpose of this Article 11.2, any Shares received by way of rights or on a capitalisation at any time by any person to whom Shares may have been transferred (directly or by means of a series of two or more permitted transfers) shall also be treated as included within the Deemed Transfer Notice.

Disenfranchisement

- 11.3 Notwithstanding any other provision of these Articles, if an Investor Majority so resolves in relation to any Shares, any Member holding Shares in respect of which a Deemed Transfer Notice is deemed given shall not be entitled to exercise any voting rights at general meetings of the Company in respect of those Shares (and of any Shares received thereafter by way of rights or on a capitalisation in respect of those Shares) on and from the date of the relevant Deemed Transfer Notice (or if later the date upon which he receives the Shares) until the entry in the register of members of the Company of another person as the holder of those Shares.

Offer for sale

- 11.4 The Shares the subject of any Deemed Transfer Notice shall be offered for sale in accordance with Article 10 as if they were Sale Shares in respect of which a Transfer Notice had been given and treating as the Vendor the person who is deemed to have given the Deemed Transfer Notice save that:
- (i) subject to Article 11.5, the Sale Price shall be a price per Sale Share agreed between the Vendor and the Board with the consent of an Investor Majority or, in default of agreement, within 15 Business Days after the making of the notification or resolution under Article 11.1 that the same is a Transfer Event, the Market Value;
 - (ii) a Deemed Transfer Notice shall be deemed not to contain a Total Transfer Condition and shall be irrevocable whether under Article 10.8 or otherwise;
 - (iii) the Vendor may retain any Sale Shares for which Purchasers are not found; and
 - (iv) Article 11.5 shall apply.

Special provision on ex director/employee

- 11.5 The Sale Price for any Sale Shares which are the subject of a Deemed Transfer Notice given as a consequence of a Transfer Event falling within Article 11.1(c) or 11.8(b) shall:

- (a) in the case where the Relevant Member is not an Early Leaver, be their Market Value and;
- (b) in the case where the Relevant Member is an Early Leaver, be the lower of:
 - (i) their Issue Price; and
 - (ii) their Market Value

BUT so that (in the case of an Early Leaver) an Investor Majority may at any time by notice to the Company (a **Fixing Notice**) specify that the Issue Price on that occasion shall be the Sale Price (in which case there shall be no need in respect of that particular Member on that occasion to establish the Market Value) and the Sale Price shall be determined by the Fixing Notice on the date upon which such Fixing Notice is received at the registered office of the Company.

Market Value (if it needs to be established for the purpose of this Article 11.5) shall be agreed between the holder(s) of at least 51% of the shares subject to the Deemed Transfer Notice and the Board (with the approval of the Investor Director) or, in default of such agreement, by the end of the 15th Business Day after the date upon which the Transfer Event occurs, the Market Value shall be the price per share reported on by the Valuers as their written opinion of the open market value of each Sale Share ("**the Market Value**"). as at the date on which the Transfer Event occurs (in which case, for the purposes of these Articles, the Market Value shall be deemed to have been determined on the date of the receipt by the Company of the Valuer's report) and as determined in accordance with Article 10.5. Article 10.4 shall not apply.

Dispute not to delay sale

- 11.6 A dispute as to whether Article 11.4(a) or Article 11.4(b) applies to any Sale Shares shall not affect the validity of a Deemed Transfer Notice but (if the Issue Price is lower than the Market Value) any person who acquires Sale Shares ("**the Purchaser**") pursuant to a Deemed Transfer Notice while such a dispute is continuing shall pay to the Vendor the Issue Price and shall pay the difference between such sum and the Market Value to the Company. The Company shall hold that discount in a separate interest-bearing bank deposit account as trustee to pay it, and interest earned thereon, upon final determination of the dispute:
- (i) to the Purchaser(s) in the case of an Early Leaver; and
 - (ii) to the Vendor in any other case.

Provided always that if the Vendor and Purchaser(s) otherwise agree in writing and notify such agreement to the Company it shall instead hold and deal with the monies paid into such account and interest as such agreement and notice may specify even though the issue of whether the Relevant Member was an Early Leaver has not been resolved.

Date of end of employment

- 11.7 For the purpose of Article 11.1(c) and Article 20, the date upon which a Member ceases to hold office as an employee as described therein shall:
- (i) where the employer terminates or purports to terminate a contract of employment by giving notice to the employee of the termination of the employment, whether or not the same constitutes a wrongful or unfair dismissal (and whether or not the employee has already given unexpired notice to terminate or purporting to terminate the employment), be the later of the date of that notice and the date (if any) for the termination expressly stated in such notice (whether or not a payment is made by the employer in lieu of all or part of the notice period required to be given by the employer in respect of such termination);

- (ii) where the employee terminates or purports to terminate a contract of employment by giving notice to the employer of the termination of the employment (whether or not he is lawfully able so to do), be the later of the date of that notice and the date (if any) for the termination, expressly stated in such notice;
- (iii) where an employer or employee wrongfully repudiates the contract of employment and the other respectively accepts that the contract of employment has been terminated, be the date of such acceptance by the employee or employer respectively;
- (iv) where a contract of employment is terminated under the doctrine of frustration, be the date of the frustrating event; and
- (v) where a contract of employment is terminated for any reason other than in the circumstances set out in the definition of Good Leaver, be the date on which the person actually ceases to be employed by the employer.

11.8 Options etc

- (a) This Article 11.8 applies to any person who is at any time a director or employee of a member of the Group:
 - (i) if he shall cease to hold such office or employment; or
 - (ii) if the member of the Group of which he is a director or employee shall cease for any reason to be a member of the Group

and the person does not remain or thereupon immediately become a director or employee of another company which is still a member of the Group (a "**Departing Person**").

- (b) If a Departing Person becoming a member of the Company pursuant to the exercise of pre-existing option to acquire shares in the Company (an "**Option Member**"), an Investor Majority may, within the following six months, notify the Company that such event is a Transfer Event in relation to that Member for the purposes of this Article.
- (c) If an Investor Majority shall serve a notice for the purposes of Article 11.8(b) the preceding provisions of this Article 11 shall apply but so that the question (for the purpose inter alia of Article 11.5) of whether the Relevant Member is or is not an Early Leaver shall be determined by reference to the circumstances in which the Relevant Member became a Departing Person (whether or not he was actually a Member at that time).

11.9 Voting etc

Once a Deemed Transfer Notice shall under these Articles be given in respect of any Share then no permitted transfer under Article 9 may be made in respect of such Share unless and until a Offer Notice shall have been served in respect of such Share and the period of allocation permitted under Article 10 shall have expired without such allocation.

12 Come Along and Tag Along

- 12.1 If any one or more Investors holding at least 51% of the A Ordinary Shares (together "**the Selling Shareholders**") wish to transfer all their A Ordinary Shares, the Selling Shareholders shall have the option ("**the Come Along Option**") to require all the other holders of Shares to transfer all their shares with full title guaranteed to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with this Article 12.
- 12.2 The Selling Shareholders may exercise the Come Along Option by giving notice to that effect ("**a Come Along Notice**") to all other Shareholders ("**the Called Shareholders**") at any time before the registration of the transfer of the Shares held by the Selling Shareholders. A Come Along Notice shall specify that the Called Shareholders are required to transfer all their Shares

("the Called Shares") pursuant to Article 12.1 to the Third Party Purchaser, the price at which the Called Shares are to be transferred (determined in accordance with Article 12.4) the proposed date of transfer (if known) and the identity of the Third Party Purchaser. A Come Along Notice shall be deemed served upon the envelope containing it being placed in the post and regulation 115 of Table A and Article 29 shall in the context of a Come Along Notice be amended accordingly and regulations 112 to 115 of Table A shall otherwise apply to the service of a Come Along Notice as if it were a notice to be given under these Articles by the Company.

- 12.3 A Come Along Notice may be revoked at any time prior to completion of the sale of the Called Shares and any such revocation notice shall be served as in Article 12.2.
- 12.4 The Called Shareholders shall be obliged to sell the Called Shares at the price specified in the Come Along Notice which shall attribute a value to each Share in accordance with their rights under Article 4 as if the aggregate proceeds for the all the Shares of all the classes were the surplus available for allocation to those classes under Article 4.
- 12.5 Completion of the sale of the Called Shares shall take place on the same date as the date of actual completion of the sale of the Selling Shareholders' Shares unless all of the Called Shareholders and the Selling Shareholders agree otherwise.

Each Called Shareholder shall on service of the Come Along Notice be deemed to have irrevocably appointed each of the Selling Shareholders severally to be his attorney to execute any stock transfer and covenant for full title guarantee in respect of the Called Shares registered in the name of such Called Shareholders and to do such other things as may be reasonably necessary or reasonably desirable to accept, transfer and complete the sale of the Called Shares pursuant to this Article 12 including without limitation giving normal commercial warranties.

The rights of pre-emption and other restrictions contained in these Articles shall not apply on any sale and transfer of Shares by the Selling Shareholders or the Called Shareholders to the Third Party Purchaser named in a Come Along Notice in connection with the transfer contemplated by Article 12.1 and the Come Along Notice.

- 12.6 In connection with the sale the provisions of Article 4 (allocation of proceeds) shall apply to the proceeds of the Shares and save as aforesaid the provisions of this Article 12 shall prevail over any contrary provisions of these Articles. Any Transfer Notice or Deemed Transfer Notice served in respect of any Share that has not been allocated in accordance with Article 10 shall automatically be revoked by the service of a Come Along Notice.
- 12.7 Upon any person, following the issue of a Come Along Notice, becoming a member of the Company pursuant to the exercise of pre-existing option to acquire shares in the Company ("a New Member"), a Come Along Notice, on the same terms as the previous Come Along Notice, shall be deemed to have been served upon the New Member who shall thereupon be bound to sell and transfer all such shares acquired by him to the Third Party Purchaser or as the Third Party Purchaser may direct and the provisions of this Article shall apply mutatis mutandis to the New Member save that completion of the sale of such shares shall take place forthwith upon the Come Along Notice being deemed served on the New Member or, if later, upon the date of completion under the previous Come Along Notice.
- 12.8 Unless the Come Along Option has been or is to be exercised in connection with the Change of Control in question, but notwithstanding any other provision in these Articles no sale or other disposition of any Share (the "Specified Shares") shall have any effect if it would result in a Change of Control unless before the transfer is lodged for registration the Third Party Purchaser has made a bona fide offer in accordance with these Articles to purchase at the specified price (defined in Article 12.11) all the Shares held by Members who are not acting in concert or otherwise connected with the Third Party Purchaser ("the Uncommitted Shares").
- 12.9 An offer made under Article 12.9 shall be in writing, given in accordance with Article 21, open for acceptance for at least 15 Business Days, and shall be deemed to be rejected by any member who has not accepted it in accordance with its terms within the time period prescribed for acceptance and the consideration thereunder shall be settled in full on completion of the purchase.

12.10 For the purposes of Article 12.9:

- (i) the expressions "**transfer**", "**transferor**" and "**transferee**" include respectively the renunciation of a renounceable letter of allotment, and any renouncer and renounee of such letter of allotment; and
- (ii) the expression "**specified price**" means in the case of Uncommitted Shares a price per share at least calculated by reference to the highest price paid or payable by the Third Party Purchaser or persons acting in concert with him or connected with him for any Shares within the last six months (including to avoid doubt the Specified Shares) plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received, or receivable by the holders of the Specified Shares which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for the Specified Shares BUT adjusted to take full account of the respective rights of the classes of shares under Article 4 and so that the price for the Uncommitted Shares shall be set as if the highest value thereby attributed to any such Specified Shares were the amount to which such each share of its class is entitled in accordance with Article 4 and determining the notional surplus allocated under Article 4 accordingly with the result that the price to be offered for each Uncommitted Share shall be the amount to which such Share would be entitled under Article 4 if the surplus were of such notional amount.
- (iii) If the specified price or its cash equivalent cannot be agreed within 15 Business Days of the proposed sale or transfer referred to in Article 12.9 between the Third Party Purchaser and the Members holding 75 per cent of the class of Shares concerned (excluding the Third Party Purchaser and persons acting in concert or otherwise connected with him), it may be referred to the Valuers by any Member and, pending its determination, the sale or transfer referred to in Article 12.9 shall have no effect.

12.11 On any Sale effected under this Article 12 the provisions of Article 4 shall apply to the proceeds for the Shares.

13 Prohibited Transfers

- 13.1 Notwithstanding any other provision of these Articles, no transfer of any Share shall be registered if it is to:
- (i) any minor, undischarged bankrupt, trustee in bankruptcy or person of unsound mind; or
 - (ii) any person (other than a Third Party Purchaser named in a Come Along Notice) who has not executed a Deed of Adherence to, and in the manner required by, the Investment Agreement.

14 General Meetings

- 14.1 Regulation 37 of Table A shall be amended by the insertion of the words "or any of the Investor Director acting alone" after the second word of that regulation.

15 Proceedings at General Meetings

- 15.1 Any member having the right to vote at the meeting may demand a poll at a general meeting and regulation 46 of Table A shall be modified accordingly.
- 15.2 The Chairman shall not be entitled to exercise any second or casting vote at any general meeting or class meeting.
- 15.3 Regulation 62 of Table A shall be 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" and by the insertion at the end of the regulation after the word "invalid" of the words "unless a majority of the Board (an Investor Director being part of that majority) resolve otherwise".

15.4 Regulation 54 of Table A shall not apply.

16 Number of Directors and appointment of Chairman

16.1 The number of directors shall not be less than two and there shall be no maximum number. Regulation 64 of Table A shall not apply.

16.2 An Investor Majority may after prior consultation with the Board appoint any person to be both a non-executive director and the chairman of the Company and may at any time following a like consultation remove and replace any such person as both chairman and non-executive director.

17 Investor Director etc

17.1 An Investor Majority may at any time and on more than one occasion appoint any person to be a director (**Investor Director**) and at any time and on more than one occasion remove such person from office.

17.2 There shall not be more than two Investor Directors in office at any time.

17.3 Any appointment or removal of an Investor Director shall be in writing served on the Company signed by the appointer and shall take effect at the time it is served on the Company or (if later) the date expressly stated therein, whichever is earlier. Any such appointment or removal by a corporation may be signed on its behalf by its duly authorised representative.

17.4 Upon written request by an Investor Majority, the Company shall procure that any Investor Director is forthwith appointed as a director of any other member of the Group indicated in such request.

17.5 Regulation 81(e) of Table A shall not apply to an Investor Director.

17.6 Where any decision is to be made by any member of the Group in relation to the exercise, enforcement or waiver of its rights under the Acquisition Documents (as defined in the Investment Agreement) or against any Member holding B Ordinary Shares or any director or person connected with any such Member or director, any such decision shall be within the exclusive power of the Investor Director(s) who shall have (without limitation) exclusive authority in relation to the conduct of any proceedings of whatever nature arising in connection with any such rights and no other director shall have power to settle or compromise any such claim.

17.7 At any time and from time to time after any Event of Default shall have occurred, an Investor Majority may by notice to the Company appoint any person named therein and willing to act to be a director of the Company and/or may remove any director from office notwithstanding how or when he was appointed or anything else in these Articles or in any agreement between the Company and him. A notice under this Article 17.7 shall be in writing and shall take effect on deposit at the office or at such later time as may be specified in the same. A director so removed may not be reappointed to any office or employment under the Company without the approval of an Investor Majority.

17.8 Whether or not there are any Investor Directors in office, an Investor Majority may at any time after consultation with the Board appoint any person to be both a non-executive director and the Chairman of the Board and at any time after consultation with the Board remove from office and (if it sees fit) replace any such person. The provisions of Article 17.3 and Article 17.4 shall mutatis mutandis apply for this purpose to any such Chairman as they apply to an Investor Director. A Chairman so appointed and in office shall if present be entitled to be chairman at any meeting of the Board (or of any committee thereof) and at any general or class meeting of members.

18 Alternate Directors

18.1 The words "approved by resolution of the directors and" in regulation 65 of Table A shall not apply to an appointment of an alternate director by an Investor Director.

18.2 Regulation 66 of Table A shall be amended by the insertion between the words "shall" and "be" of the words "(subject to his giving the Company an address within the United Kingdom at which notice may be served upon him)".

18.3 A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.

18.4 If an alternate director is himself a director or attends any meeting as an alternate director for more than one director, his voting rights shall be cumulative but he shall only be counted once in deciding whether a quorum is present.

19 **Retirement of Directors**

19.1 Directors shall not be required to retire by rotation.

19.2 The office of a director (other than an Investor Director) shall be vacated if both:

- (i) (being an executive director of the Company or any subsidiary) he ceases to hold office as an employee within the meaning of Article 11.7 of the Company or any subsidiary without being appointed or continuing to be an employee of another member of the Group; and
- (ii) either a majority of the Board (including the Investor Director) so requires.

Regulation 81 of Table A shall be extended accordingly.

20 **Proceedings of Directors**

20.1 The quorum for the transaction of business of the Board shall be two directors, one of whom shall be an Investor Director unless either:

- (i) an Investor Director or an Investor Majority has previously agreed otherwise in writing; or
- (ii) there is no Investor Director in office at that time in which case one of them shall be the Chairman.

20.2 Any director or his alternate may validly participate in a meeting of the Board or a committee of the Board by conference telephone or other 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 so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group that is larger than any other group, where the chairman of the meeting then is.

20.3 Save with the consent of the Investor Director:

- (i) the Board shall not delegate any of its powers to a committee other than as specified in the Investment Agreement; and
- (ii) meetings of the Board shall not be held outside the United Kingdom.

20.4 The chairman of the Board shall have a second or casting vote at a meeting of the Board.

A director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract (within the meaning of section 317 of the Act) with the Company shall declare the nature of his interest at a meeting of the Board or of any committee of the Board in accordance with that section. Subject where applicable to such disclosure a director may vote at any such meeting on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company. Regulations 94 and 95 of Table A shall not apply.

21 **Notices**

- 21.1 Any notice to be given to the Company pursuant to these Articles shall be sent to the registered office of the Company or presented at a meeting of the Board.
- 21.2 Any notice to be given pursuant to these Articles may alternatively be given by facsimile transmission to the facsimile number maintained at the relevant address of the addressee. Such a notice shall be conclusively deemed to have been properly given at the time shown on the transmission report received by the sender.
- 21.3 The figure "24" shall be inserted in substitution for the figure "48" in the third sentence of regulation 115 of Table A. Any notice or other document delivered or left at a registered address otherwise than by post shall be deemed to have been served or delivered on the day it was so delivered or left.

22 **Indemnity**

- 22.1 Subject to the provisions of the Act, but without prejudice to any other indemnity to which the person concerned may otherwise be entitled, every director, alternate director, auditor, secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or the exercise of his powers or otherwise in relation thereto. Regulation 118 of Table A shall be extended accordingly.
- 22.2 The Directors may exercise all the powers of the Company to purchase and maintain for every director or other officer insurance against any liability for negligence, default, breach of duty or breach of trust or any other liability which may be lawfully insured against.

23 **Share Certificates etc**

- 23.1 The Company may execute any share certificate, warrant or other document creating or evidencing any security allotted by the Company or any right or option to subscribe granted by the Company under the hand of two Directors or any one Director and the Company Secretary. Regulation 6 of Table A shall be extended accordingly.

24 **Subsidiary undertakings**

- 24.1 The Board shall exercise all voting and other rights or powers of control exercisable by the Company in relation to itself and its subsidiary undertaking so as to secure (but as regards its subsidiary undertakings only in so far as by the exercise of such rights or powers of control the Board can secure) that:

- (i) no shares or other securities are issued or allotted by any such subsidiary and no rights are granted which might require the issue of any such shares or securities otherwise than to the Company or to one of its wholly-owned subsidiaries; and
- (ii) neither the Company nor any of its subsidiaries transfers or disposes of any shares or securities of any subsidiary of the Company or any interest therein or any rights attached thereto otherwise than to the Company or one of its wholly-owned subsidiaries.

without in either case the previous consent in writing of an Investor Majority.

- 24.2 The Board shall exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary undertaking so as to secure that all distributable reserves available for distribution to the Company (or to any intermediate subsidiary undertaking) are duly paid and any other necessary formalities duly met so as to permit the Company lawfully to pay all dividends and other distributions payable under these Articles.