

**DATED**

**17 SEPTEMBER**

**2021**

**CCM MOTORCYCLES (UK) LIMITED**  
**(company number 5949003)**

**ARTICLES OF ASSOCIATION**

**adopted on 17 September 2021**

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Company number: 5949003

**PRIVATE COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION OF**

**CCM MOTORCYCLES (UK) LIMITED**

**1. DEFINITIONS AND INTERPRETATION**

**1.1** In these Articles the following definitions will apply:

**Accounting Period**

an accounting period in respect of which the Company prepares its accounts in accordance with the relevant provisions of the Act;

**acting in concert**

has the meaning set out in the City Code on Takeovers and Mergers in force for the time being;

**Acquisition Agreements** means the Jumptec Agreement, CCM Agreement and CS Agreement;

**Acquisition Documents**

- (a) the agreement dated on the Adoption Date relating to the acquisition by Newco 3 of the entire share capital of Jumptec Limited (**Jumptec Agreement**) and any other document entered into or to be entered into pursuant to the terms of that agreement;
- (b) the agreement dated on the Adoption Date relating to the acquisition by Newco 2 of part of the share capital of CCM (**CCM Agreement**) and any other document entered into or to be entered into pursuant to the terms of that agreement;
- (c) the agreement dated on the Adoption Date relating to the acquisition by Newco 2 of the entire share capital of Clews & Sons Limited (**CS Agreement**) and any other document entered into or to be entered into pursuant to the terms of that agreement;

**Act**

the Companies Act 2006;

**Adoption Date**

the date of the adoption of these Articles by the Company;

**A Ordinary Share**

an A ordinary share of £0.0001 in the capital of the Company having the rights and being subject to the restrictions set out in these Articles;

**Arrears**

in relation to any Share, all accruals, deficiencies and arrears of any dividend payable in respect of such Share, whether or not earned or declared and irrespective of whether or not the Company has had, at any time, sufficient distributable profits to pay such dividend, together with all interest and other amounts payable on such amounts;

**Asset Sale**

the disposal by any one or more Group Companies of assets (whether together with associated liabilities or otherwise and as part of an undertaking or otherwise) which represent 50% or more (by book value) of the consolidated gross tangible assets of the Group at that time;

**Auditors**

the auditors of the Company for the time being;

**Bankruptcy Event**

- (a) an order being made by the court or the adjudicator for the bankruptcy of that Member, or a petition being presented or an application being made for an adjudication for such bankruptcy which petition or application is not withdrawn or dismissed within 10 Business Days of being presented or made;
- (b) the Member circulating a proposal in relation to, or taking any other steps with a view to, making an arrangement or composition in satisfaction of his creditors generally;
- (c) the Member being unable to pay his debts as they fall due (within the meaning of section 268 Insolvency Act 1986);
- (d) any step being taken for the appointment of a receiver, manager or administrative receiver over all or any material part of the Member's assets, or any other steps being taken to enforce any Encumbrance over all or any material part of the Member's assets or any Shares held by that Member;
- (e) any proceedings or orders equivalent or analogous to any of those described in paragraph (a) to (d) above occurring in respect of the Member under the law of any jurisdiction outside England and Wales;

**B Ordinary Share**

a B ordinary share of £0.0001 in the capital of the Company having the rights and being subject to the restrictions set out in these Articles;

**Business Day**

any day (other than a Saturday, Sunday or public holiday) during which banks in London are open for normal business;

**Change of Control**

the acquisition (by any means) by a Third Party Purchaser of any interest in any Shares if, upon completion of that acquisition, the Third Party Purchaser together with any person connected with or acting in concert with that Third Party Purchaser (other than any such person who was a party to the Investment Agreement on the Adoption Date) would be entitled to exercise more than 50% of the total voting rights normally exercisable at any general meeting of the Company;

**Compulsory Transfer Notice**

has the meaning given in article 9;

**Compulsory Transfer Shares**

in relation to a Relevant Member, any Shares held by the Relevant Member (or his connected persons which shall include any shares transferred by the Relevant Member pursuant to a Permitted Transfer) at the time of the relevant "Transfer Event" (as defined in article 9);

**C Ordinary Share**

a C ordinary share of £0.0001 in the capital of the Company having the rights and being subject to the restrictions set out in these Articles;

**Director**

a duly appointed director of the Company for the time being;

**D Ordinary Share**

a D ordinary share of £0.0001 in the capital of the Company having the rights and being subject to the restrictions set out in these Articles;

**E Ordinary Share**

an E ordinary shares of £0.0001 in the capital of the Company having the rights and being subject to the restrictions set out in these Articles;

**Eligible Director**

a Director who would be entitled to vote on a matter at a meeting of the Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter) and references to eligible directors in article 8 of the Model Articles shall be construed accordingly;

**Encumbrance**

any mortgage, charge (fixed or floating), pledge, lien, option, hypothecation, restriction, right to acquire, right of pre-emption or interest (legal or equitable) including any assignment by way of security, reservation of title, guarantee, trust, right of set off or other third party right or any other encumbrance or security interest having a similar effect howsoever arising;

**Event of Default**

any of the following:

- (a) any act, omission or event occurring which constitutes or may, with the passing of time or the giving of notice, constitute an event of default under any of the Group's banking or other financial facilities for the time being (including any loans advanced by an Investor and/or its connected persons);
- (b) any breach occurring by a party (other than an Investor) of any of the provisions of these Articles, the Newco 3 Articles or the Investment Agreement;
- (c) the Company failing to pay any dividend due on the Investor Shares within 5 Business Days of the date for payment, unless such failure is caused only by virtue of the Company being unable lawfully to pay such dividend out of its distributable profits;
- (d) the Company failing to pay any interest monies due under the Facilities Agreement in accordance with the Facilities Agreement within 5 Business Days of the relevant date for payment;
- (e) the contents of any financial or other information delivered or made available to the Investors demonstrating that during the following 6 months it is reasonably likely (in the reasonable opinion of an Investor Majority) that:
  - (i) an order will be made or a resolution passed or a petition presented for the winding up of a Group Company;
  - (ii) an administrator will be appointed over or in respect of a Group Company;
  - (iii) an administrative receiver, receiver or manager will be appointed over all or any of the assets or undertaking of a Group Company;
  - (iv) a Group Company will cease to carry on its business or be unable to pay its debts as they fall due; or
  - (v) a Group Company will breach any of its covenants or obligations under the Facility Agreement or any other financing documents entered into with a third party funder from time to time;

**Expert**

the expert identified and engaged in accordance with article 24;

**Facilities Agreement**

the Facilities Agreement dated the Adoption Date between (1) the Term Loan Borrowers (the RCF Borrowers (3) the Original Guarantors and (4) Project Black Investor Newco 1 Limited;

**Family Member**

in relation to any Member, the spouse or civil partner of that Member and their children (including step and adopted children) for the time being;

**Group**

the Company, Newco 3 and their subsidiaries for the time being and references to a "Group Company" shall be construed accordingly;

**Investment Agreement**

the agreement dated on the Adoption Date and made between, inter alia, the Company and the Members on that date;

**Investors**

the holders for the time being of the B Ordinary and/or C Ordinary Shares (including any additional or replacement Investor who is joined as an Investor in a deed of adherence to, and in the form required by, the Investment Agreement);

**Investor Majority**

the holder(s) for the time being of more than 50% of the C Ordinary Shares;

**Issue Price**

in relation to any Share, the amount paid up or credited as paid up on such Share, including the full amount of any premium at which such Share was issued;

**Listing**

either:

- (a) the admission of all or any part of the Shares to listing on the Official List of the United Kingdom Listing Authority and to trading on the London Stock Exchange's market for listed securities;
- (b) the admission of all or any part of the Shares to trading on AIM, a market operated by London Stock Exchange; or
- (c) the admission of all or any part of the Shares to listing and/or trading on any other Recognised Investment Exchange,

and, in any such case, such admission becoming unconditionally effective;

**Listing Shares**

the equity share capital (as defined in section 548 of the Act) of the Company (excluding any such equity share capital to be subscribed and issued on the relevant 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);

**London Stock Exchange**

London Stock Exchange plc;

**Member**

a registered holder of a Share from time to time, as recorded in the register of members of the Company;

**Model Articles**

the model articles for private companies limited by shares contained in schedule 1 Companies (Model Articles) Regulations 2008 as amended prior to, and in force as at, the Adoption Date;

**Newco 3**

Project Black Investor Newco 3 Limited, company no: 13577049;

**Newco 3 Articles**

the articles of association of Newco 3 (as amended or replaced from time to time);

**Newco 2**

Project Black Investor Newco 2 Limited, company number 13571349;

**Permitted Transfer**

a transfer of any interest in any Shares pursuant to article 8 (Permitted Transfers);

**Realisation**

a Share Sale or a Listing;

**Recognised Investment Exchange**

has the meaning given in section 285(1) Financial Services and Markets Act 2000;

**Relevant Member**

a Member in respect of whom an Investor Majority has notified the Company that an event shall be treated as a "Transfer Event" in accordance with article 9;

**Relevant Securities**

any Shares, or any right to subscribe for or convert any securities into any Shares;

**Shares**

any shares of any class in the capital of the Company;

**Share Sale**

the transfer of any interest in any Shares (whether by one transaction or a series of transactions), other than a Permitted Transfer which results in a Change of Control;

**Third Party Purchaser**

any person who is not a party to the Investment Agreement from time to time or a person connected with such a party;

**Very Bad Leaver**

a Member (other than an Investor) who (and/or where shares have been transferred to a Family Member pursuant to article 8.2.2, the original member):

- (a) has been found to have committed an act of fraud or theft in relation to a Group Company or any Group Company as defined in the Newco 3 Articles;
- (b) was or is in breach of any restrictive covenants and/or confidentiality undertakings set out in the Investment Agreement and/or the Acquisition Documents;
- (c) is disqualified as a director where such disqualification relates to an act of the Member relating to a Group Company or any Group Company as defined in the Newco 3 Articles;
- (d) is convicted of a criminal offence (other than a minor traffic offence) which either imposes a custodial sentence or which in the reasonable opinion of the Directors may cause reputational damage to the Group and/or any Group Company as defined in the CCM Articles
- (e) commits a material breach of any provisions of these Articles, the Newco 3 Articles or the Investment Agreement;
- (f) breaches any of the provisions of the Acquisition Agreements (provided always that for these purposes there will only be a breach of General Warranties (as defined in the CS Acquisition Agreement and the Jumptec Acquisition Agreement) pursuant to any of the CS Acquisition Agreement and the Jumptec Acquisition Agreement such claim when aggregated with any other claim for a breach of a General Warranty exceeds £300,000); and
- (g) a Bankruptcy Event occurs in relation to that Member.

- 1.2 These Articles and the provisions of the Model Articles (subject to any modifications set out in these Articles) shall constitute all the articles of association of the Company.

- 1.3 In these Articles a reference to:
- 1.3.1 a statutory provision includes a reference to the statutory provision as replaced, modified or re-enacted from time to time before or after the Adoption Date and any subordinate legislation made under the statutory provision before or after the Adoption Date;
  - 1.3.2 a "subsidiary" shall include a reference to a "subsidiary" and a "subsidiary undertaking" (each as defined in the Act) and a reference to a "holding company" shall include a reference to a "holding company" and a "parent undertaking" (each as defined in the Act);
  - 1.3.3 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
  - 1.3.4 writing includes any mode of reproducing words in a legible and non-transitory form other than e-mail and fax;
  - 1.3.5 "these Articles" is to these articles of association (including the provisions of the Model Articles incorporated in them), and a reference to an article is to an article of these Articles, in each case as amended from time to time in accordance with the terms of these Articles and the Act; and
  - 1.3.6 any agreement or document is to that agreement or document as in force for the time being and as amended from time to time in accordance with the terms of that agreement or document or with the agreement of all the relevant parties.
- 1.4 All consents or approvals to be given by an Investor Majority in respect of any provision of these Articles must be given in writing.
- 1.5 The contents table and headings in these Articles are for convenience only and do not affect the interpretation or construction of these Articles.
- 1.6 Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.7 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 1.8 Any question as to whether a person is connected with another shall be determined in accordance with section 1122 Corporation Tax Act 2010 (except that in construing section 1122 "control" has the meaning given by section 1124 or section 450 of that Act so that there is control whenever section 1124 or 450 requires) which shall apply in relation to these Articles as it applies in relation to that Act.
- 1.9 These Articles shall be binding on and shall survive for the benefit of the personal representatives and successors-in-title of each party.
- 2. DIVIDENDS**
- Any profits which the Company, on the recommendation of the Directors and subject to the consent of an Investor Majority determines to distribute in respect of any Accounting Period shall be applied on a non-cumulative basis between the holders for the time being of the Shares. Any such dividend shall be distributed amongst the holders of such Shares pro rata according to the number of such Shares held by each of them respectively, as if they constituted one class of share.
- 3. RETURN OF CAPITAL**
- 3.1 On a return of capital, whether on liquidation, capital reduction or otherwise (but excluding a purchase of own shares), any surplus assets of the Company remaining after the payment of its liabilities shall be distributed amongst the holders of such Shares pro rata according to the number of such Shares held by each of them respectively, as if they constituted one class of share.



4. **VOTING**

- 4.1 If an Event of Default has occurred or is subsisting, then the number of voting rights attaching to the B Ordinary and C Ordinary Shares (as a class) at any general meeting or on any written resolution shall be such number as is equal to 90% of the total voting rights attaching to all Shares in issue at the date of any such meeting or the date of circulation of any such resolution (calculated after the application of this article 4.1).
- 4.2 The enhanced voting rights attached to the B Ordinary Shares and C Ordinary Shares by virtue of article 4.1 shall continue for so long as the relevant event or circumstance continues to subsist or until such matter is waived or otherwise remedied to the reasonable satisfaction, confirmed in writing, of an Investor Majority.

5. **VARIATION OF CLASS RIGHTS**

- 5.1 Without prejudice to the generality of their rights, the special rights attaching to the B Ordinary and C Ordinary Shares shall be deemed to be varied at any time by any of the following occurring without class consent:
- 5.1.1 any variation to the share capital of the Company or any Group Company (other than a wholly owned subsidiary) or the rights attaching to any of the Shares, or the creation, allotment, issue or redemption of any shares or securities or the grant of or agreement to grant any option or right to require the allotment or issue of, or subscribe for, or convert any instrument into any share or securities of the Company or any Group Company or cancelling or accepting the surrender of any such right to subscribe or convert;
  - 5.1.2 any alteration to the constitution (as defined in section 17 of the Act) of any Group Company (other than a wholly owned subsidiary);
  - 5.1.3 instituting any proceedings or taking any steps in relation to or in preparation for the winding up, administration or dissolution of, or the appointment of an administrator, administrative receiver, receiver or manager in respect of, any Group Company or any of the assets or undertaking of any Group Company;
  - 5.1.4 the declaration or payment of any distribution or return of a capital or income nature to any person;
  - 5.1.5 the capitalisation of any undistributed profits (whether or not such profits are available for distribution and including profits standing to the credit of any reserve) or any sums standing to the credit of the share premium account or capital redemption reserve fund of any Group Company;
  - 5.1.6 other than in accordance with the Facilities Agreement, the creation, variation or extension by a Group Company of any Encumbrance (other than any interest arising by operation of law in the normal and ordinary course of business or retention of title in the normal and ordinary course of trading);
  - 5.1.7 the appointment or removal of any director of any Group Company;
  - 5.1.8 the appointment or removal of the auditors of any Group Company (other than a deemed reappointment in accordance with section 487(2) of the Act);
  - 5.1.9 a Realisation or an Asset Sale;
  - 5.1.10 the acquisition (by any means) by any Group Company of any shares (or any interest in any shares) in the capital of any company or the whole or any part (or any interest in any part) of the business and assets of any other person;
  - 5.1.11 the disposal (by any means) by any Group Company of any shares (or any interest in any shares) in the capital of any Group Company, or the admission to trading on London Stock Exchange (or any other Recognised Investment Exchange) of any of the issued share capital of any Group Company (other than the Company);
  - 5.1.12 the making of any material change (including cessation) in the nature of the business of the Group;

- 5.1.13 the convening of a general meeting, or the circulating of a written resolution, to effect or approve any matter which would, by virtue of this article 5.1, constitute a variation of the rights attached to the B Ordinary Shares or C Ordinary Shares;
  - 5.1.14 the registration or purported registration of a transfer of any interest in any Shares other than as permitted by these Articles; or
  - 5.1.15 any Group Company incurring or agreeing to incur an obligation to do any of the matters set out above in this article 5.1.
- 5.2 At any time when the holders of the B Ordinary and C Ordinary Shares are entitled to exercise enhanced voting rights in respect of those shares pursuant to article 4.1 (regardless of whether or not such voting rights have actually been exercised at any general meeting or on any written resolution) or upon a Reorganisation or Restructuring (as such terms are defined in the Investment Agreement), the rights attached to the A Ordinary Shares, D Ordinary Shares and E Ordinary Shares may be varied or abrogated with the written consent of an Investor Majority.
- 5.3 The Company may issue Relevant Securities ranking ahead of or pari passu with the A Ordinary Shares, D Ordinary Shares and E Ordinary Shares without the consent of the holders of those Shares provided always that the provisions of articles 6.3 to 6.7 have been complied with (provided that where an Event of Default is subsisting the offer period referred to in article 6.3 shall be 2 Business Days).
- 5.4 The Company may issue Relevant Securities representing up to 20% of the fully diluted equity share capital of the Company from time to time to any current or future employees, consultants, directors or officers of a Group Company or a Group Company as defined in the Newco 3 Articles.
- 6. ISSUE OF SHARES**
- 6.1 Subject to article 5.1 and articles 6.3 to 6.6, the Directors are generally and unconditionally authorised for the purposes of section 551 of the Act to exercise any power of the Company to allot Relevant Securities. The authority granted under this article 6.1 shall:
- 6.1.1 be limited to a maximum amount in nominal value of £2.20;
  - 6.1.2 only apply in so far as it is not renewed, waived or revoked by ordinary resolution of the Members; and
  - 6.1.3 expire on the day immediately preceding the fifth anniversary of the Adoption Date, provided that the Directors may allot Relevant Securities after the expiry of such period in pursuance of an offer or agreement to do so made by the Company within such period.
- 6.3 Subject to article 5.1, and unless an Investor Majority agrees otherwise, any Relevant Securities which the Directors propose to allot, grant or otherwise dispose of shall, before they are so allotted, granted or otherwise disposed of, be offered to the Members. Such offer shall be made by means of a notice (a **Subscription Notice**) served by the Directors on all Members which shall:
- 6.3.1 state the number and class of Relevant Securities offered;
  - 6.3.2 state the subscription price per Relevant Security, which shall be determined by the Directors with the consent of an Investor Majority;
  - 6.3.3 if directed by an Investor Majority, include conditions that if the holders of B Ordinary Shares and/or C Ordinary Shares, in addition to subscribing for Relevant Securities pursuant to any Subscription Notice, are also proposing to loan monies to the Company at the same time (whether by subscription for loan notes or otherwise) (an **Investor Loan**) then the holders of Shares (other than B Ordinary Shares and C Ordinary Shares) shall also be required to make loans to the Company on the same terms (an **Ordinary Loan**) provided that an Ordinary Loan for a holder of A Ordinary Shares, D Ordinary Shares and E Ordinary Shares shall be in the same proportion of loan to share capital subscription as the proportions proposed to be invested by the holders of B Ordinary Shares and/or C Ordinary Shares pursuant to any Investor Loan;

- 6.3.4 invite the relevant offerees to respond in writing to the Company stating the number of Relevant Securities for which they wish to subscribe; and
- 6.3.5 expire, and the offer made in that notice to an offeree shall be deemed to be withdrawn if not previously accepted by such offeree, on the date specified therein, being not less than 10 nor more than 20 Business Days after the date of the Subscription Notice.
- 6.4 After the expiry of the period referred to in the Subscription Notice or, if sooner, upon all Members having responded to the Subscription Notice (in either case, the **Subscription Allocation Date**), the Directors shall allocate the Relevant Securities in accordance with the applications received provided that:
  - 6.4.1 no Relevant Securities shall be allocated to any Member who, at the Subscription Allocation Date, is bound to give, or has given or is deemed to have given, a Transfer Notice in respect of any Shares registered in his name (including, for the avoidance of doubt, a Compulsory Transfer Notice);
  - 6.4.2 no Relevant Securities shall be allocated to any Member who does not satisfy any conditions set out in the Subscription Notice pursuant to article 6.3.3;
  - 6.4.3 if there are applications for more than the number of Relevant Securities available, the Relevant Securities shall be allocated to the relevant applicants in proportion (as nearly as practicable but without allocating to any applicant more Relevant Securities than he applied for) to the number of Shares held by each of them respectively; and
  - 6.4.4 the allocation of any fractional entitlements to Relevant Securities amongst the Members shall be dealt with by the Directors, with the consent of an Investor Majority, in such manner as they see fit.
- 6.5 Within 5 Business Days of the Subscription Allocation Date the Directors shall give notice in writing (a **Subscription Allocation Notice**) to each Member to whom Relevant Securities have been allocated pursuant to article 6.4 (each a **Subscriber**). A Subscription Allocation Notice shall state:
  - 6.5.1 the number and class of Relevant Securities allocated to that Subscriber;
  - 6.5.2 the aggregate subscription price payable by the Subscriber in respect of the Relevant Securities allocated to him; and
  - 6.5.3 the place, date and time (being not less than 2 nor more than 5 Business Days after the date of the Subscription Allocation Notice) at which completion of the subscription for the Relevant Securities shall take place.
- 6.6 Completion of a subscription for Relevant Securities pursuant to a Subscription Allocation Notice shall take place at the place, date and time specified in the Subscription Allocation Notice when the Subscriber will pay the relevant subscription monies to the Company in cleared funds and the Company will allot or grant the Relevant Securities to that Subscriber and deliver to that Subscriber a duly executed share certificate or certificate of grant (as the case may be) in respect of those Relevant Securities. If a Subscriber shall fail for any reason to pay the relevant subscription monies in respect of any Relevant Securities to the Company in cleared funds by the date specified in the Subscription Allocation Notice he shall:
  - 6.6.1 be deemed to have declined the offer made to him in respect of those Relevant Securities which shall immediately be deemed to be released from the provisions of articles 6.3 to 6.5; and
  - 6.6.2 indemnify the Company against all costs, claims and expenses which the Company may suffer or incur as a result of such failure.
- 6.7 Any Relevant Securities which are not accepted pursuant to articles 6.3 to 6.5, and any Relevant Securities released from the provisions of those articles either by virtue of a Subscriber's default in accordance with article 6.6 or by virtue of the agreement of an Investor Majority, may be offered by the Directors to a third party approved by an Investor Majority and such Relevant Securities shall, subject to the provisions of the Act and article 5.1, be at the disposal of the Directors who may allot, grant or otherwise dispose of them to such persons

at such times and generally on such terms and conditions as they think fit in their absolute discretion, provided that:

- 6.7.1 no Share shall be issued at a discount;
  - 6.7.2 no Relevant Securities shall be allotted, granted or otherwise disposed of on terms which are more favourable than those on which they were offered to the Members pursuant to article 6.3; and
  - 6.7.3 no Relevant Securities shall be allotted, granted or otherwise disposed of more than 3 months after the date of the relevant Subscription Notice relating to those Relevant Securities (or, in the case of Relevant Securities released from the provisions of articles 6.3 to 6.5 by virtue of the agreement of an Investor Majority, the date of such agreement being given) unless the procedure in articles 6.3 to 6.5 is repeated in relation to that Relevant Security.
- 6.8 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to the Company.
- 6.9 Notwithstanding any other provision of these Articles, no Share shall be allotted to a person who is not already a party to the Investment Agreement unless that person has entered into a deed of adherence to, and in the form required by, the Investment Agreement.
- 6.10 Where any Share is issued to an existing Member holding Shares, such new Share shall, if so required by an Investor Majority, on and from the time of registration of the allotment of that share in the register of members of the Company, be immediately and automatically (without resolution of the Members or Directors) redesignated as a Share of the same class as the Shares already held by such Member.

## **7. TRANSFER OF SHARES - GENERAL**

- 7.1 Notwithstanding any other provision of these Articles, the Directors shall not register a transfer of any interest in a Share:
- 7.1.1 if it is to a minor, undischarged bankrupt, trustee in bankruptcy or person who (in the opinion of an Investor Majority) lacks capacity; or
  - 7.1.2 unless:
    - (a) the transfer is permitted by article 8; or
    - (b) the transfer is made in accordance with article 9, 10 or 11and in either case (other than in respect of a transfer to a Third Party Purchaser under article 10 or 11) the transferee, if not already a party to the Investment Agreement, has entered into a deed of adherence to, and in the form required by, the Investment Agreement.
- 7.2 The Directors may only refuse to register a transfer of Shares which is either permitted under article 8 or made in accordance with articles, 9, 10 or 11 if:
- 7.2.1 the transfer has not been lodged at the Company's registered office (or such other place as the Directors may nominate for this purpose);
  - 7.2.2 the transfer is not accompanied by the certificate for the Shares to which it relates (or an indemnity for a lost, stolen or damaged certificate in such form as is reasonably required by the Directors) and such other evidence (if any) as the Directors may reasonably require to show the right of the transferor to make the transfer;
  - 7.2.3 the transfer is in respect of more than one class of Shares;
  - 7.2.4 the transfer is in favour of more than four transferees; or
  - 7.2.5 the transfer has not been properly stamped or certified as being not liable to stamp duty.

In all other cases, the Directors must register such a transfer of Shares. Article 26(5) of the Model Articles shall not apply to the Company.

- 7.3 For the purposes of ensuring that:
- 7.3.1 a transfer of any Share is in accordance with these Articles; or
  - 7.3.2 no circumstances have arisen whereby a Member is required to give or may be deemed to have given a Transfer Notice in respect of any Share; or
  - 7.3.3 no circumstances have arisen whereby the provisions of article 11 are required to be or ought to have been triggered,

the Directors may from time to time (and shall, if so requested to do by an Investor) require any Member to provide, or to procure that any person named as the transferee in any transfer lodged for registration or any other person whom the Directors or an Investor reasonably believes to have information relevant to such purpose provides, such information and evidence as the Directors or an Investor may require for such purpose. Pending such information or evidence being provided, the Directors are entitled (and shall, if so requested to do by an Investor) to refuse to register any relevant transfer of Shares.

- 7.4 If any information or evidence provided pursuant to article 7.3 discloses to the reasonable satisfaction of the Directors that circumstances have arisen whereby a Member may be required to give or be deemed to have given a Transfer Notice the Directors may with the consent of an Investor Majority (and shall, if so requested to do so by an Investor Majority by notice in writing to the relevant Member require that a Transfer Notice be given in respect of the Shares concerned.

- 7.5 In any case where a Member is required to give a Transfer Notice in accordance with the provisions of these Articles and such Transfer Notice is not duly given within a period of 10 Business Days of written notice from the Directors to the relevant Member requesting that such Transfer Notice be duly given, such Transfer Notice shall be deemed to have been given immediately upon the expiry of that period of 10 Business Days. Notwithstanding any other provision of these Articles, unless an Investor Majority resolves otherwise, any Shares which are the subject of a Transfer Notice deemed to have been served in accordance with this article 7.5 (and any Shares received after the date of service, or deemed service, of any such Transfer Notice which are derived from any Share which is the subject of that Transfer Notice, whether by conversion, consolidation or sub-division, or by way of capitalisation, rights or bonus issue or otherwise) shall with effect from the date of the relevant deemed Transfer Notice (or, if later, the date on which such Shares are issued), cease to confer upon the holder of such shares any right to receive notice of, or attend, speak or vote at, any general meeting of the Company (or at any meeting of the holders of any class of Shares) or any right to receive or vote on any written resolution of the Company (or the holders of any class of Shares) until such time as another person is entered in the register of members of the Company as the holder of those Shares.

- 7.6 Notwithstanding any other provision of these Articles, 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 Encumbrance.

- 7.7 Where any Share is transferred to an existing Member holding Shares, such Share shall, if so required by an Investor Majority on and from the time of registration of the transfer of that share in the register of members of the Company, be immediately and automatically (without resolution of the Members or Directors) redesignated as a Share of the same class as the Shares already held by such Member.

## **8. PERMITTED TRANSFERS**

### **8.1 Transfer with consent**

Any Shares may at any time be transferred with the prior consent of an Investor Majority.

### **8.2 Transfer to a Family Member**

- 8.2.1 Subject to articles 8.2.2 and 8.2.3 and the consent of an Investor Majority (acting reasonably), any individual Member may at any time transfer any of the Shares held by him to one or more of his Family Members.

- 8.2.2 No transfer of Shares shall be permitted pursuant to article 8.2.1 if the registration of that transfer would result in the number of Shares held by the relevant

transferor representing less than 50% of the total number of Shares held from time to time by that transferor, his Family Members and/or any Family Trust of his.

8.2.3 Where any Member (in this article 8.2.3 the transferor) transfers Shares to a Family Member (in this article 8.2.3 the transferee) the transferor shall procure, before the transfer is presented for registration, that he is appointed, on terms reasonably satisfactory to an Investor Majority, as the attorney of the transferee to exercise, in the name of and on behalf of the transferee, all or any of the rights in relation to the Shares transferred to him with full (unconditional and irrevocable) authority to sell those Shares on behalf of the transferee on a Realisation. For that purpose the transferee authorises the Company to send any written resolutions, notices or other communications in respect of the Shares registered in the name of the transferee to the transferor.

8.2.4 Where, following a transfer of Shares pursuant to article 8.2.1, the transferee of those Shares ceases for any reason to be a Family Member of the original transferor of those Shares is a Very Bad Leaver, such transferee (or his trustee in bankruptcy, personal representatives, executors or attorney, as the case may be) shall within 20 Business Days of a written request so to do from the Directors or the Investor Director, transfer all the Shares held by them to the original transferor failing which the Directors may (and shall, if so requested to do by an Investor Majority) at any time authorise and instruct any Director to execute a transfer of the Shares on behalf of the relevant transferee (or his trustee in bankruptcy, personal representatives, executors or attorney, as the case may be) and register the original transferor of those Shares as the holder of such Shares.

8.2.5 A Family Member to whom Shares have been transferred pursuant to this article 8.2 may transfer those Shares back to the original transferor at any time but may not otherwise transfer such Shares pursuant to this article 8.2.

## 9. **COMPULSORY TRANSFERS**

9.1 An Investor Majority may give notice to the Company at any time after a Member (other than an Investor) has become a Very Bad Leaver that a "Transfer Event" has occurred in relation to that Member for the purposes of this article 9. Upon an Investor Majority notifying the Company that an event is a "Transfer Event" in respect of a Member, the Relevant Member and any other person holding Compulsory Transfer Shares, shall be deemed to have served a transfer notice (a **Compulsory Transfer Notice**) in respect of all the Compulsory Transfer Shares held from time to time by each of them respectively.

9.2 The Compulsory Transfer Shares shall be transferred to such person(s) and/or the Company (to be held in treasury or cancelled, as directed by the Investor Majority) as directed by an Investor Majority. The aggregate price in respect of all of the Compulsory Transfer Shares shall be £1.

9.3 Notwithstanding any other provision of these Articles, unless an Investor Majority resolves otherwise, any Compulsory Transfer Shares shall, with effect from the date of the relevant Compulsory Transfer Notice (or, if later, the date on which such Shares are issued), cease to confer on the holder of those Shares any right to receive notice of, or attend, speak or vote at, any general meeting of the Company (or at any meeting of the holders of any class of Shares) or any right to receive or vote on any written resolution of the Company (or the holders of any class of Shares) until such time as another person is entered in the register of members of the Company as the holder of those Compulsory Transfer Shares (or other Shares).

9.4 Articles 27(2)(a) and 28 of the Model Articles shall not apply to the Company.

## 10. **DRAG ALONG**

10.1 If Members constituting an Investor Majority (together the **Selling Members**) wish to transfer all their B Ordinary Shares and/or C Ordinary Shares to a proposed purchaser (the **Proposed Purchaser**), they shall have the option (a **Drag Along Option**) to require all or any of the other Members (the **Remaining Members**) to transfer all their Shares with full title guarantee

- to the Proposed Purchaser (or as the Proposed Purchaser shall direct) in accordance with this article 10.
- 10.2 The Selling Members shall exercise the Drag Along Option by giving notice to that effect (a **Drag Along Notice**) to each of the Remaining Members at any time before the registration of the transfer of the Selling Members' Shares. A Drag Along Notice shall specify:
- 10.2.1 that the Remaining Members are required to transfer all their Shares (the **Remaining Shares**) pursuant to this article 10;
  - 10.2.2 the identity of the Proposed Purchaser;
  - 10.2.3 the consideration for which, or the price at which, the Remaining Shares are to be transferred in accordance with article 10.4 (the **Drag Along Consideration**); and
  - 10.2.4 the proposed date of transfer (if known).
- 10.3 A Drag Along Notice:
- 10.3.1 may be revoked by the Selling Members at any time prior to the completion of the sale and purchase of the Remaining Shares; and
  - 10.3.2 shall lapse if for any reason the sale of the Selling Members' Shares to the Proposed Purchaser is not completed within 40 Business Days of the date of service of the Drag Along Notice (such lapse being without prejudice to the right of the Selling Members to serve any further Drag Along Notice following such lapse).
- 10.4 Subject to article 10.5, the Drag Along Consideration shall be the same consideration per Remaining Share (in the same form and due at the same time(s)) as that offered, given, paid or payable by, or due from, the Proposed Purchaser in respect of each Share held all Members other than the Remaining Members which shall be allocated in accordance with article 3 (*Return of Capital*).
- 10.5 Prior to completion of the sale and purchase of the Remaining Shares, an Investor Majority may direct by notice in writing to the Company that any Remaining Member is paid the cash equivalent of any non-cash consideration due to the Selling Members from the Proposed Purchaser in lieu of such non-cash consideration. Such cash consideration in lieu may be paid to a Remaining Member either on completion or at the same time as the relevant non-cash consideration is received by the Selling Members at the absolute discretion of an Investor Majority. The decision of an Investor Majority as to the amount of any cash consideration in lieu of any non-cash consideration shall be final and binding on the Company and all the Members.
- 10.6 Upon the service of a Drag Along Notice each Remaining Member is required, as a legally binding commitment, not to divulge or communicate to any third party either the fact that the Selling Members wish to transfer their Shares to the Proposed Purchaser (or any other person) or any other information concerning the sale and purchase of any of the Selling Members' Shares or the Remaining Shares pursuant to this article 10.
- 10.7 Completion of the sale and purchase of the Remaining Shares shall take place on the same date as completion of the sale and purchase of the Selling Members' Shares (unless an Investor Majority and all of the Remaining Members shall agree otherwise).
- 10.8 Upon the service of a Drag Along Notice each Remaining Member shall be deemed to have irrevocably appointed each of the Selling Members (severally) as the agent of the Remaining Member to execute, in the name of and on behalf of that Remaining Member, any stock transfer form and covenant for full title guarantee in respect of the Remaining Shares registered in the name of that Remaining Member and to do such other things as the agent may consider necessary or desirable to transfer and complete the sale of the Remaining Shares pursuant to this article 10.
- 10.9 Each Remaining Member shall bear their share of all costs and expenses, including all adviser fees, (together with any applicable VAT on those costs and expenses) relating to the transfer of Shares by Members to the Proposed Purchaser in the same proportions as the consideration (of whatever form) received by that Remaining Member bears to the aggregate

consideration (of whatever form) received by all Members transferring Shares to the Proposed Purchaser. Each agent appointed under article 10.8 shall be entitled to direct that any deductions are made from the Drag Along Consideration due to any Remaining Member to satisfy the obligations of that Remaining Member under this article 10.9.

- 10.10 The provisions of this article 10 shall prevail over any contrary provisions of these Articles and, for the avoidance of doubt, the rights of pre-emption and other restrictions on transfer of Shares contained in these Articles shall not apply to the transfer of any Shares to a Proposed Purchaser named in a Drag Along Notice (or as that Proposed Purchaser may direct).

- 10.11 Where at any time after the service of a Drag Along Notice but before completion of the sale and purchase of the Remaining Shares by the Proposed Purchaser, any person (a **New Member**) becomes a registered holder of any Share pursuant to the exercise of any option, warrant or other right to subscribe for or acquire Shares, a Drag Along Notice, on the same terms as the then current Drag Along Notice, shall immediately be deemed to have been served upon that New Member. Upon the deemed service of a Drag Along Notice pursuant to this article 10.11 the New Member shall become bound to sell and transfer to the Proposed Purchaser (or as the Proposed Purchaser may direct) any Share acquired by him as a result of the exercise of any such option, warrant or other right to subscribe for or acquire Shares. The provisions of this article 10 shall apply mutatis mutandis to the sale of any such Shares by such New Member provided that completion of the sale and purchase of those Shares shall take place on whichever is the later of:

10.11.1 the date on which a Drag Along Notice is deemed to have been served on the New Member pursuant to this article 10.11; and

10.11.2 the date of completion of the sale and purchase of the Remaining Shares pursuant to the original Drag Along Notice.

## 11. TAG ALONG

- 11.1 Subject to article 10 and save in the case of a transfer of Shares which is permitted in accordance with the provisions of article 8 (**Permitted Transfers**), but otherwise notwithstanding any other provision of these Articles, no sale or other disposition of any Shares (the **Committed Shares**) which would result in a Change of Control shall be made or registered unless before the transfer is lodged for registration:

11.1.1 an Investor Majority has consented to such transfer; and

11.1.2 the relevant Third Party Purchaser has made a bona fide offer (a **Tag Along Offer**) by notice in writing (a **Tag Along Notice**) to acquire, in accordance with this article 11, from all the Members other than the Third Party Purchaser (or persons connected with or acting in concert with him) all the Shares which are not Committed Shares (the **Uncommitted Shares**) for the consideration, or at the price, (the **Tag Along Consideration**) calculated in accordance with articles 11.3 and 11.4.

- 11.2 A Tag Along Notice shall:

11.2.1 state the Tag Along Consideration (subject to article 11.4);

11.2.2 state the identity of the relevant Third Party Purchaser;

11.2.3 invite the relevant offerees to respond in writing to the Third Party Purchaser stating that they wish to accept the Tag Along Offer; and

11.2.4 subject to article 11.4.1, expire, and the offer made in that notice shall be deemed to be withdrawn, on the date (being not less than 5 nor more than 20 Business Days after the date of the Tag Along Notice) specified in that notice.

- 11.3 For the purposes of this article 11, the Tag Along Consideration shall be the same consideration per Uncommitted Share (in the same form and due at the same time(s)) as that offered, given, paid or payable by, or due from, the Third Party Purchaser in respect of each Committed Share together with the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Committed 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 consideration given in respect of the Committed Shares.



- 11.4 If the Tag Along Consideration cannot be agreed between the Third Party Purchaser and the holders of not less than 75% of the Uncommitted Shares within 10 Business Days of the date of the Tag Along Notice, such matter shall be referred for determination to the Expert (in accordance with article 24) and, pending their determination:
- 11.4.1 the period specified in the Tag Along Notice for acceptance of the Tag Along Offer shall not start to run until such time as the Expert's determination of the Tag Along Consideration is served on the Third Party Purchaser and the Members holding Uncommitted Shares; and
  - 11.4.2 the sale or transfer of the Committed Shares shall have no effect and shall not be registered.
- 11.5 Upon agreement or determination of the Tag Along Consideration, such Tag Along Consideration together with the consideration or price due in respect of the Committed Shares shall together in aggregate be the Realisation Value for the purposes of calculating the allocation of that Realisation Value amongst the Members in accordance with article 3 (*Return of Capital*).
- 12. GENERAL MEETINGS**
- 12.1 Without prejudice to the provisions of sections 302 and 288(3) of the Act, an Investor Director acting alone may:
- 12.1.1 call a general meeting of the Company; or
  - 12.1.2 propose a written resolution of the Company (and the provisions of section 291 of the Act shall apply to any such proposed written resolution).
- 12.2 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon. One Member, of whom at least one shall be a holder of C Ordinary Shares, present either in person, by proxy or by a duly appointed corporate representative shall be a quorum.
- 12.3 Article 40(2) of the Model Articles shall be amended by the insertion of the following words at the start of that article: "Subject to the consent of an Investor Majority".
- 12.4 Article 41 of the Model Articles shall be amended by the addition of the following as a new paragraph 41(7) in that article: "If within half an hour of the time appointed for the holding of an adjourned meeting a quorum is not present, the meeting shall be dissolved".
- 12.5 Any Member, having the right to attend and vote at the meeting in question and who is present at that meeting in person, by proxy or by a duly appointed corporate representative, may demand a poll. Article 44(2) of the Model Articles shall not apply to the Company.
- 12.6 Article 44(3) of the Model Articles shall be amended by the insertion of the following as a new paragraph at the end of that article: "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made."
- 12.7 Article 45(1) of the Model Articles shall be amended as follows:
- 12.7.1 by the deletion of the words in Article 45(1)(d) and the insertion in their place of the following: "is delivered to the Company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate."; and
  - 12.7.2 by the insertion of the following as a new paragraph at the end of Article 45(1): "and a proxy notice which is not delivered in such manner shall be invalid unless the Directors, in their discretion but subject to the consent of an Investor Majority accept the proxy notice at any time before the meeting."
- 12.8 The Company shall not be required to give notice of a general meeting to a Member:
- 12.8.1 whose registered address is outside the United Kingdom unless he has provided an address for service within the United Kingdom; or
  - 12.8.2 for whom the Company no longer has a valid United Kingdom address.

13. **APPOINTMENT AND REMOVAL OF DIRECTORS**

- 13.1 Unless and until determined otherwise by ordinary resolution of the Company, the number of Directors (other than alternate directors) shall not be less than one and is not subject to any maximum.
- 13.2 The office of a Director shall automatically be vacated, and the Director in question shall be deemed to have resigned, upon:
- 13.2.1 in the case of an executive Director only, that Director ceasing for any reason whatsoever to be employed by the Company or any other Group Company in circumstances where he does not remain, or immediately become, an employee of another Group Company;
  - 13.2.2 an Investor Majority requesting his resignation by notice in writing. Such notice (which may consist of several documents in similar form each signed by or on behalf of one or more Members) must be left at or sent by post to the registered office of the Company (or another address nominated by the Directors, with the consent of an Investor Majority, for this purpose) and the resignation shall take effect when the notice is received by the Company or, if later, on such date (if any) as may be specified in the notice.

Article 18 of the Model Articles shall be extended accordingly.

14. **APPOINTMENT OF DIRECTORS**

The Member(s) who from time to time holds more than 50% of the issued Shares may, from time to time and on more than one occasion appoint any person who is willing to act to be a Director and, from time to time and on more than one occasion, remove a Director from office. Any appointment or removal pursuant to this article 14 shall be made by notice in writing to the Company signed by or on behalf of the relevant Member(s). Such notice (which may consist of several documents in similar form each signed by or on behalf of one or more Members) must be left at or sent by post to the registered office of the Company and the appointment or removal (as the case may be) shall take effect when the notice is received by the Company or, if later, on such date (if any) as may be specified in the notice.

15. **ALTERNATE DIRECTORS**

- 15.1 Subject to the consent of an Investor Majority, any Director (in this article 15, an **appointor**) may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to:
- 15.1.1 exercise that director's powers; and
  - 15.1.2 carry out that director's responsibilities,
- in relation to the taking of decisions by the Directors, in the absence of the alternate's appointor.
- 15.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the Directors with the consent of an Investor Majority.
- 15.3 The notice must:
- 15.3.1 identify the proposed alternate; and
  - 15.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice.
- 15.4 An alternate Director may act as alternate director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's appointor.
- 15.5 Save as provided otherwise in these Articles, alternate Directors:
- 15.5.1 are deemed for all purposes to be Directors;
  - 15.5.2 are liable for their own acts and omissions;

- 15.5.3 are subject to the same restrictions as their appointors; and
  - 15.5.4 are not deemed to be agents of or for their appointors,
- and, in particular, each alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member.
- 15.6 A person who is an alternate Director but not a Director:
- 15.6.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
  - 15.6.2 may participate in a unanimous decision of the Directors (but only if his appointor is an Eligible Director in relation to that decision and does not himself participate); and
  - 15.6.3 shall not be counted as more than one Director for the purposes of articles 15.6.1 and 15.6.2.
- 15.7 A Director who is also an alternate Director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the Directors (provided that his appointor is an Eligible Director in relation to that decision), but shall not count as more than one Director for the purposes of determining whether a quorum is present.
- 15.8 An alternate Director is not entitled to receive any remuneration from the Company for serving as an alternate Director except such part of the remuneration of the alternate's appointor as the appointor may direct by notice in writing to the Company. An alternate Director shall be entitled to be reimbursed by the Company such expenses as might properly be reimbursed to him if he were a Director.
- 15.9 The appointment of an alternate Director terminates:
- 15.9.1 when the alternate's appointor revokes the appointment by notice in writing to the Company specifying when it is to terminate;
  - 15.9.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director;
  - 15.9.3 on the death of the alternate's appointor;
  - 15.9.4 when the appointment of the alternate's appointor as a Director terminates; or
  - 15.9.5 when written notice from the alternate, resigning his office, is received by the Company.
16. **PROCEEDINGS OF DIRECTORS**
- 16.1 Decisions of the directors may be taken either:
- 16.1.1 by a majority at a board meeting; or
  - 16.1.2 by a Directors' written resolution made in accordance with articles 16.2 and 16.3.
- Articles 7(1) and 8 of the Model Articles shall not apply to the Company.
- 16.2 Any Director may propose a Directors' written resolution and the Company secretary must propose a Directors' written resolution if a Director so requests. A Directors' written resolution is proposed by notice in writing of the proposed Directors' written resolution being given to each Director indicating the proposed resolution and the time by which it is proposed that the Directors should adopt it. Any decision which a person giving notice of a Directors' proposed written resolution takes regarding the process of adopting that resolution must be taken reasonably in good faith.
- 16.3 A proposed Directors' written resolution is adopted when all the Eligible Directors in relation to the resolution(s) contained in the proposed Directors' written resolution have signed one or more copies of it, provided that those Eligible Directors would have formed a quorum at a meeting of the Directors to consider such resolution(s). It is immaterial whether a Director

- signs the resolution before or after the time by which the notice proposed that it should be adopted.
- 16.4 Save where the Company has a sole director, present either in person or by a duly appointed alternate, shall be a quorum. For the purpose of any meeting held to authorise a director's conflict of interest under article 18 if there is only one Eligible Director in office other than the conflicted Director(s), the quorum for such meeting shall be one Eligible Director.
- 16.5 If the number of votes for and against a proposal at a Directors' meeting are equal the chairman shall [not] have a casting vote. Article 13 of the Model Articles shall not apply to the Company.
- 16.6 Not less than 5 Business Days' notice of a Directors' meeting must be given to each Director in writing provided that the requirements of this article may be waived or varied, subject to the written consent of an Investor Majority, with the prior approval of all Eligible Directors. Article 9(3) of the Model Articles shall not apply to the Company.
- 16.7 Article 5 of the Model Articles shall be modified so that the Directors may only delegate any of their powers to a person or committee with the prior consent of an Investor Majority. Article 6(2) of the Model Articles shall be amended by the insertion of the following words before the word "may": "with the consent of an Investor Majority
- 16.8 Article 16 of the Model Articles shall be amended by the insertion of the following words after the word "may": "with the consent of an Investor Majority".
- 16.9 Article 51 of the Model Articles shall be amended by the insertion of the following words at the start of that article: "Subject to the consent of an Investor Majority".
- 16.10 Article 4(1) of the Model Articles shall be amended by the insertion of the following words at the start of that article: "Subject to the consent of an Investor Majority".
17. **TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**
- 17.1 Subject to sections 177 and 182 of the Act and, save in the case of an Investor Director, subject to the consent of an Investor Majority and provided (in any case) he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way (whether directly or indirectly) interested in an existing or proposed transaction or arrangement with the Company:
- 17.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- 17.1.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or a committee of Directors) in respect of such contract or proposed contract in which he is interested;
- 17.1.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision of the Directors, in respect of such contract or proposed contract in which he is interested;
- 17.1.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
- 17.1.5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- 17.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

- 17.2 Articles 14(1) to 14(4) of the Model Articles shall not apply to the Company.
18. **DIRECTORS' CONFLICTS OF INTEREST**
- 18.1 Subject to the consent of an Investor Majority, the Directors may, in accordance with the requirements set out in this article 18, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid situations which conflict or possibly may conflict with the interests of the Company (a **Conflict**).
- 18.2 Any authorisation under this article will be effective only if:
- 18.2.1 the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors, with the consent of an Investor Director may determine;
  - 18.2.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question; and
  - 18.2.3 the matter was agreed to without the Director in question voting or would have been agreed to if his vote had not been counted.
- 18.3 Any authorisation of a Conflict under this article 18 shall be recorded in writing (but the authorisation shall be effective whether or not the terms are so recorded) and may, whether at the time of giving the authorisation or subsequently:
- 18.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
  - 18.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine; and
  - 18.3.3 be terminated or varied by the Directors at any time.
- This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.
- 18.4 In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to:
- 18.4.1 disclose such information to the Directors or to any Director or other officer or employee of the Company; or
  - 18.4.2 use or apply any such information in performing his duties as a Director, where to do so would amount to a breach of that confidence.
- 18.5 Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, and they will so provide if directed to do so by [the/an] Investor Director, in either case without limitation, that the Director:
- 18.5.1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;
  - 18.5.2 is not given any documents or other information relating to the Conflict; and
  - 18.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.
- 18.6 Where the Directors authorise a Conflict:
- 18.6.1 the relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict; and
  - 18.6.2 the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms,

limits and conditions (if any) as the Directors impose in respect of its authorisation.

- 18.7 An Director or the Chairman may, notwithstanding his office, be a director or other officer of, or employed by or otherwise interested in:

- 18.7.1 any Group Company;
- 18.7.2 a holder of B Ordinary Shares and/or C Ordinary Shares;
- 18.7.3 any company which is for the time being a subsidiary or holding company of a holder of B Ordinary Shares and/or C Ordinary Shares or another subsidiary of such holding company; or
- 18.7.4 any investment fund or co-investment plan for whom B Ordinary Shares and/or C Ordinary Shares are held; or
- 18.7.5 a manager, custodian, nominee or trustee for, or general partner of, any investment fund or co-investment plan for whom B Ordinary Shares and/or C Ordinary Shares are held,

and no authorisation under article 18.1 shall be necessary in respect of such interest.

- 18.8 A Director may, notwithstanding his office, be a Member or a director or other officer of, or employed by or otherwise interested in any Group Company and no authorisation under article 18.1 shall be necessary in respect of such interest.

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

## 19. **DIRECTORS' BENEFITS**

- 19.1 Article 19(2) of the Model Articles shall be amended by the insertion of the following words at the start of that article: "Subject to the consent of an Investor Majority".

- 19.2 Article 19(3) of the Model Articles shall be amended by the insertion of the following words at the start of that article: "Subject to the consent of an Investor Majority"

- 19.3 Article 20 of the Model Articles shall be amended by the insertion of the following words at the start of that article: "Subject to the consent of an Investor Majority".

## 20. **SECRETARY**

Subject to the consent of an Investor Majority, the Directors may appoint any person who is willing to act as the Secretary of the Company for such term, on such remuneration and on such conditions as they may think fit and may from time to time remove or replace such person.

## 21. **SERVICE OF DOCUMENTS**

- 21.1 Any notice, document or other information given in accordance with these Articles shall be deemed served on or delivered to the intended recipient:

- 21.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;
- 21.1.2 if properly addressed and sent by reputable international overnight courier to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, 5 Business Days after posting provided that delivery in at least 5 Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider;
- 21.1.3 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

21.1.4 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

21.1.5 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article 21.1, no account shall be taken of any part of a day that is not a working day.

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

## 22. **INDEMNITY**

22.1 Subject to article 22.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

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

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

(b) in relation to the activities of the Company (or any Group Company) as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

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

22.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 22.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

22.2 This article 22 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

22.3 In this article 22 and in article 23 a **relevant officer** means any director or other officer or former director or other officer of the Company or any Group Company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or any Group Company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

22.4 Article 52 of the Model Articles shall not apply to the Company.

## 23. **INSURANCE**

23.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any loss or liability which has been or may be incurred by that relevant officer in connection with his duties or powers in relation to the Company, any Group Company or any pension fund or employees' share scheme of the Company or Group Company.

23.2 Article 53 of the Model Articles shall not apply to the Company.

## 24. **EXPERT**

24.1 Where these Articles provide for any matter or dispute to be determined by the Expert, such matter or dispute shall be referred, at the request of any Member or Director, to the Auditors

provided that in the circumstances referred to in article 24.2 such matter or dispute shall be referred to an independent chartered accountant nominated in writing for this purpose by an Investor Majority.

24.2 The circumstances referred to in article 24.1 are:

24.2.1 where the Auditors are unable or unwilling to act in connection with the relevant reference; or

24.2.2 where, within 10 Business Days of the Company notifying the Investor[s] that a matter or dispute is to be referred to an Expert in accordance with these Articles, an Investor Majority directs in writing that instead of being referred to the Auditors the relevant matter or dispute shall be referred to the independent chartered accountant nominated by an Investor Majority in their direction and, for this purpose, the Company undertakes to notify the Investors of any such proposed referral to an Expert.

24.3 The Expert shall be engaged on terms agreed between the relevant Expert, the Directors and the Investor Director, provided that if such terms are not so agreed within 10 Business Days of the Expert being instructed, the Expert shall be engaged on such terms as may be agreed between the Expert and the Investor Director (acting reasonably). For the purposes of agreeing the terms of the Expert's engagement pursuant to this article 24.3, the Directors or the Investor Director (as the case may be) shall act as agent for the Company and each relevant Member.

24.4 The Company and any relevant Members shall supply the Expert with any information which he may reasonably request in connection with his determination. The Company and any relevant Members shall be entitled to make written submissions to the Expert provided that a copy of any such written submissions is also simultaneously delivered to the other relevant parties. The Expert shall give due weight to any such written submission which is received by the Expert within such time limit as he may determine and have notified to the relevant parties.

24.5 The decision of the Expert (who shall be deemed to act as an expert and not as an arbitrator) shall, save in the event of fraud or manifest error, be final and binding on the Company and the Members.

24.6 The cost of any reference to the Expert shall be borne as directed in the relevant article or, where no such direction is given, by the party or parties named by the Expert (taking into account the conduct of the parties and the merits of their respective arguments in relation to any matters in dispute) or, where no such party is named by the Expert, equally by the parties concerned.

## **25. RELATIONSHIP TO FACILITY DOCUMENTS**

26. Notwithstanding any other provision of these Articles, no payment shall be declared or paid by the Company by way of dividend or other distribution, purchase, redemption, reduction or return of Shares or capital if and to the extent that such payment is prohibited or restricted by the terms of the Facility Documents (for so long as the Facility Documents remain in force and effect). No dividends or other distributions in respect of the Shares shall constitute a debt enforceable against the Company unless such dividend or distribution is permitted to be paid in accordance with the terms of the Facility Documents (for so long as the Facility Documents remain in force and effect) but any interest which is prescribed to accrue on any such dividends or distributions in accordance with these Articles shall continue to accrue with effect from the date upon which the dividend or distribution would otherwise have been a debt due from the Company and enforceable (but for this article 26 and the provisions of the Facility Documents) until the date on which payment is actually made.

26.1 If any dividend or distribution is not paid because of the provisions of article 26 or the Facility Documents, such dividend or distribution shall be paid forthwith upon the requisite consent being obtained or the relevant prohibition on such payment ceasing.

## **27. CHANGE OF NAME**

Subject to the consent of an Investor Majority, the name of the Company may be changed by a decision of the Directors.



**28. PURCHASE OF OWN SHARES OUT OF CASH**

Subject to the consent of an Investor Majority, the Company may purchase its own Shares to the extent permitted by section 692(1ZA) of the Act.