

Company No: 6537663

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
RESOLUTIONS IN WRITING
of
SPITFIRE HOLDINGS LIMITED
("Company")

SATURDAY



Passed the *3rd* day of *April* 2008

By a written resolution agreed to in accordance with section 288 of the Companies Act 2006 by or on behalf of the required number of the members of the Company who, at the date of circulating the resolution, were entitled to vote on the resolution the following resolutions of the Company were duly passed:

SPECIAL RESOLUTION

THAT the Articles of Association attached to this resolution be and are hereby approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all existing Articles of Association of the Company.

ORDINARY RESOLUTIONS

THAT the purchase by Spitfire Bidco Limited of shares in DTB Holdings Limited from Kevin Cox, Stephen Daniels, Keith Maxwell, Peter McGrail and Kevin John Walker on the terms of the document attached and marked "A" is approved for the purposes of section 190 of the Companies Act 2006

THAT the purchase by the Company of C Loan Notes issued by Spitfire Bidco Limited from Kevin Cox, Stephen Daniels, Keith Maxwell, Peter McGrail and Kevin John Walker on the terms of the document attached and marked "B" is approved for the purposes of section 190 of the Companies Act 2006

THAT each of the 1,000 issued and unissued ordinary shares of £1.00 each in the capital of the Company be and is hereby sub-divided and re-classified into 1,000 B Ordinary Shares of £0.001 each, having the rights and being subject to the restrictions set out in the Articles of Association of the Company as proposed to be adopted by the resolution numbered 1 above.

THAT the authorised share capital of the Company be and is hereby increased from £1,000 to £246,567,217 by the creation of 200,000 A Ordinary Shares of £1.00 each, 299,000 B Ordinary Shares of £0.001 each, 46,267,517 C Ordinary Shares of £0.001

each having the rights and being subject to the restrictions set out in the Articles of Association of the Company as proposed to be adopted by the resolution numbered 1 above.

Signed


Director/Secretary

Dated

3 April 2008



Company No. 6537663

Articles of Association of Spitfire Holdings Limited

Incorporated 18 March 2008

Adopted by ~~special~~/written resolution passed on 3 April 2008

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THE COMPANIES ACTS 1985 AND 1989
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
SPITFIRE HOLDINGS LIMITED

COMPANIES HOUSE

(adopted by Special Resolution passed on 3 April 2008)

1. PRELIMINARY

- 1.1 The regulations contained in Table A in the Schedule to the Companies (Table A to F) Regulations 1985 in force at the time of adoption of these Articles such Table hereinafter called "**Table A**" shall apply to the Company, save in so far as they are expressly excluded or varied by these Articles and such regulations (save as so excluded or varied) and these Articles shall together constitute the regulations of the Company.
- 1.2 The regulations of Table A numbered 24, 38, 40, 76 to 77 (inclusive), 89, 96, 101 and 118 do not apply to the Company.

2. INTERPRETATION

- 2.1 In these articles unless the context otherwise requires each of the following words and expressions shall have the following meanings:

"acting in concert"	the meaning set out in the City Code on Takeovers and Mergers for the time being
"A Loan Notes"	38,172,500 unsecured Loan Notes 2016 of BidCo, a subsidiary of the Company, to be constituted by the A Loan Note Instrument
"A Loan Note Instrument"	the instrument constituting the A Loan Notes to be entered into in or around the Investment Date as the same may be amended, supplemented or replaced from time to time
"A Ordinary Shares"	the A Ordinary Shares of £1.00 each in the capital of the Company having the rights set out in Articles 4, 5 and 6
"Audit Committee"	as defined in clause 16.2 of the Investment Agreement
"Auditors"	the auditors to the Company for the time being

"Bad Leaver"	any Leaver who is not a Good Leaver
"the Bank Facility Documents"	the Finance Documents as such term is defined in the Senior Facilities Agreement as the same may be amended, supplemented or released from time to time
"BidCo"	Spitfire BidCo Limited (Company Number 6537976)
"Board"	the board of directors of the Company from time to time
"B Loan Notes"	£3,087,988 unsecured loan notes 2016 of BidCo, a subsidiary of the Company, to be constituted by the B Loan Note Instrument
"B Loan Note Instrument"	the instrument constituting the B Loan Notes to be entered into on or around the Investment Date as the same may be amended supplemented or replaced from time to time
"B Ordinary Shares"	the B Ordinary Shares of £0.001 each in the capital of the Company having the rights set out in Articles 4, 5 and 6
"Business Day"	any day (other than a Saturday or Sunday) on which banks are open in London for normal banking business
"C Loan Notes"	£6,291,576 unsecured loan notes 2016 of BidCo, a subsidiary of the Company, to be constituted by the C Loan Note Instrument
"C Loan Note Instrument"	the instrument constituting the C Loan Notes to be entered into on or around the Investment Date as the same may be amended, supplemented or replaced from time to time
"Companies Act 1985"	the Companies Act 1985 (as amended from time to time)
"Companies Act 2006"	the Companies Act 2006 (as amended from time to time)
"Controlling Interest"	an interest (as defined in section 820 to 825 Companies Act 2006) in shares in the Company conferring in aggregate more than 35% of the total voting rights normally exercisable at a general meeting of the Company
"connected person"	the meaning given to that expression in section 993 of the Income and Corporation Taxes Act 2007 and "connected with" shall be construed accordingly

"C Ordinary Shares"	the C Ordinary Shares of £0.001 each in the capital of the Company having the rights set out in Articles 5.1, 5.5 and 6
"Deferred Shares"	the Deferred Shares of £0.001 each in the capital of the Company having the rights set out in Articles 5.1 and 5.7
"D Loan Notes"	£46,267.517 unsecured loan notes 2016 of BidCo, a subsidiary of the Company, to be constituted by the D Loan Note Instrument
"D Loan Note Instrument"	the instrument constituting the D Loan Notes to be entered into on or around the Investment Date as the same may be amended, supplemented or replaced from time to time
"electronic address"	any address or number used for the purposes of sending or receiving documents or information by electronic means
"electronic form" and "electronic means"	the meaning given in section 1168 of the Companies Act 2006
"Employee Trust"	any trust established by the Company for the benefit of employees and/or any of the persons referred to in section 743 Companies Act 1985 and which has been approved by an Investor Majority
"Equity Proceeds"	<p>(i) on a Listing, the valuation placed upon the whole of the Equity Shares as conclusively certified (at the cost of the Company) by the sponsoring broker, calculated on the basis of the issue price referred to in the prospectus (or listing particulars) published in connection with the Listing, LESS the gross amount of any new money raised by the Company from the subscription for new shares issued by the Company at the time of and in connection with the Listing and LESS the costs and expenses of the Listing; and</p> <p>(ii) on a Share Sale, the price paid for all the Equity Shares (and not, for the avoidance of doubt, any amount to be provided by a purchaser to procure the repayment by any member of the Group of any bank debt or other borrowings (including the A Loan Notes, the B Loan Notes, the C Loan Notes, the D Loan Notes and all amounts payable under the Bank Facility Documents) calculated by reference to the price paid upon such sale PLUS the cash value of any other sum (in cash or otherwise) received or receivable by the</p>

holders of the Equity Shares (or any of them) which can reasonably be regarded as an addition to the price for the Equity Shares (which is paid at the time of the Share Sale) and to the extent that the consideration for the Share Sale includes shares or loan notes which is paid at the time of the Share Sale, its value shall be the present value of such consideration at or immediately prior to the Share Sale **LESS** the costs and expenses of shareholders in connection with the Share Sale. For clarity, Equity Proceeds on a Share Sale shall not mean the enterprise value; and

- (iii) on a Liquidation, a sum equal to the total amount that is available for distribution amongst the holders of Equity Shares.

"Equity Shares"

the A Ordinary Shares, B Ordinary Shares and, C Ordinary Shares in the capital of the Company from time to time but excluding, on a Listing, any ordinary shares issued at the time of the Listing in order to raise money for the Company for whatever reason

"Event of Default"

shall have the same meaning as that given to the same term in the Investment Agreement

"Facility Documents"

as defined in the Investment Agreement

"Fair Value"

the value per Share as agreed between the Board (with the approval of the Investor Director (or if no such person is appointed, with the approval of an Investor Majority)) and the Vendor or, in the absence of agreement within 15 Business Days of the Transfer Event, by the Auditors in accordance with **Article 14**.

"Financial Underperformance"

shall have the same meaning as that given to the same term in the Investment Agreement

"Financial Year"

an accounting period in respect of which the Company prepares its accounts in accordance with the relevant provisions of the Companies Act 1985

"FSMA"

the Financial Services and Markets Act 2000 (as amended from time to time)

"Good Leaver"

any person who becomes a Leaver as a result of:

- (i) his death;
- (ii) retirement at normal retirement age,

- (iii) Serious Ill Health;
- (iv) his dismissal in circumstances amounting to wrongful dismissal; or
- (v) solely in respect of C Ordinary Shares held by such person, and not, for the avoidance of doubt, in respect of B Ordinary Shares held by such person, if he shall give 12 months' notice of termination of his employment with the relevant Group Company at any time after the second anniversary of the Investment Date and shall work the full 12 months notice so given

or where the Board (with the consent of an Investor Director (or where no such person is appointed an Investor Majority)) within 30 days of cessation of employment agrees he is to be treated as a Good Leaver either in respect of the B or C Ordinary Shares held by such person or both

"Group"	the Company and its subsidiary undertakings from time to time and references to "member of the Group" and "Group Company" shall be construed accordingly
"hard copy form"	the meaning given in Section 1168 Companies Act 2006
"holder"	in respect of any share in the capital of the Company, the person or persons for the time being registered by the Company as the holder of that share
"Investment Agreement"	the investment agreement dated on or around the date of adoption of these Articles and made between the (1) the Company (2) BidCo (3) the Managers (as defined therein) and (4) the Investors (as defined therein) as the same may be supplemented, varied or amended from time to time
"Investment Date"	the date of completion of the Investment Agreement
"Investors"	the Investors as defined in the Investment Agreement (including any additional or replacement Investor who is joined as an Investor in a deed of adherence executed in accordance with the Investment Agreement)
"Investor Director"	a director appointed pursuant to Article 20
"Investor Group"	in relation to each Investor <ul style="list-style-type: none"> (i) the Investor or any subsidiary or holding

company of the Investor or subsidiary of a holding company of the Investor (each a **"Relevant Person"**) or

- (ii) any partnership (or the partners in any such partnership) of which any Relevant Person is general partner, manager, consultant or adviser or
- (iii) any unit trust or other fund of which any Relevant Person is trustee, manager, consultant or adviser or
- (iv) any unit trust, partnership or other fund, the managers of which are advised by any Relevant Person or
- (v) any nominee or trustee of any Relevant Person or
- (vi) any person or firm, authority or organisation (whether or not incorporated) which is the successor in title to, or in whom is vested, or by whom responsibility is assumed for the whole or a substantial part of the functions, assets and liabilities of a Relevant Person

"Investor Majority"

the holders of more than 50% of the A Ordinary Shares for the time being (whether through nominees or otherwise)

"Issue Price"

in the case of the B Ordinary Shares £1 00 per B Ordinary Share

"ITEPA"

the Income Tax (Earnings and Pensions) Act 2003

"LDC"

Lloyds TSB Development Capital Limited (registered number: 1107542)

"Leaver"

any member holding, or former member who previously held, B Ordinary Shares or, as the case may be, C Ordinary Shares, who ceases for any reason whatsoever (including death or as a result of a Group Company ceasing to be a subsidiary of the Company) to be a director or employee of (or consultant under a contract for services with) any member of the Group

"Liquidation"

the winding up or liquidation of the Company

"Listing"

the admission by the Financial Services Authority in its capacity as the UK Listing Authority of any part of the share capital of the Company to the Official List of London Stock Exchange plc or the admission by London Stock Exchange plc of any part of the share capital of the Company to

	trading on the Alternative Investment Market of London Stock Exchange plc or the admission by any recognised investment exchange of any part of the share capital of the Company, and, in each case, such admission becoming effective
"Loan Notes"	the A Loan Notes, the B Loan Notes, the C Loan Notes and the D Loan Notes
"Loan Note Instruments"	the A Loan Note Instrument, the B Loan Note Instrument, the C Loan Note Instrument and the D Loan Note Instrument
"member"	a registered holder of Shares
"Realisation"	a Share Sale, Listing or Liquidation
"Realisation Date"	the date when the Realisation completes or becomes effective
"recognised investment exchange"	the meaning given to that expression in section 285(1) FSMA
"Remuneration Committee"	as defined in clause 16.1 of the Investment Agreement
"Sale"	the transfer (other than a transfer permitted under Articles 10.1 and 10.2) of any interest in the Equity Shares to any person (whether by one transaction or by a series of transactions) resulting in that person alone or together with persons acting in concert with such person having the right to exercise a Controlling Interest
"Senior Discharge Date"	the date on which all monies owed pursuant to the Facility Documents are repaid
"Senior Facility Agreement"	the senior facilities agreement dated on or around the same date as these Articles were adopted between (1) the Company (2) BidCo (3) the Companies listed in part 1 of Schedule 1 of such Agreement (as original borrowers) (4) the Companies listed in part 1 of Schedule 1 (as original guarantors) (5) Barclays Leveraged Finance, HSBC Bank plc, National Australia Bank and The Royal Bank of Scotland PLC (as Arrangers) (6) the financial institutions listed in Part 2 of Schedule 1 (as original lenders) (7) Barclays Bank plc (as Agent) (8) Barclays Bank plc (as Security Agent) as the same may be amended, supplemented or released from time to time
"Serious Ill Health"	an illness or disability certified by a general medical practitioner (nominated or approved by the Investor Director (or if no such person is appointed, by an Investor Majority)) as rendering

the departing employee, consultant or director incapable of carrying out such role for the foreseeable future save to the extent that such illness or disability has arisen or has been caused (directly or indirectly) as a result of drug, alcohol or solvent abuse

"Share Sale"

the sale (whether by one transaction or a series of connected transactions) of the Equity Shares other than to a new holding company of the Company which is inserted for the purposes of planning for a Realisation in which the share capital structure of the Company is replicated in all material respects

"Shares"

any shares in the capital of the Company

the "Statutes"

the Companies Acts as defined in section 2 of the Companies Act 2006 and every other statute, order, regulation, instrument or other subordinate legislation for the time being in force relating to companies and affecting the Company

"Third Party Purchaser"

an individual or a body corporate not being a holder of Shares or an "associate" (within the meaning of Section 435 Insolvency Act 1985) of a holder of Shares or any connected person of a holder of Shares

"Transferable Shares"

the A Ordinary Shares and the B Ordinary Shares

"Transfer Price"

in relation to a Transfer Notice given under a voluntary transfer pursuant to **Article 11** where the proposed purchaser specified in the Transfer Notice is not connected with any member of the Company, the Provisional Transfer Price (as defined at **Article 11.1.3**), but in all other cases the price agreed between the Board (with the agreement of the Investor Director) and the Vendor or, failing agreement, the fair value as determined by the Auditors pursuant to **Article 14** or such other value as may be provided for in **Article 13.4** or **13.5**

"Warehouse"

any or all of the Company, an Employee Trust or employees of any Group Company in such numbers and proportions of Shares as the Remuneration Committee may determine with the consent of the Investor Majority

2 2 Words and expressions defined in or having a meaning provided by the Statutes (but excluding any statutory modification not in force on the date of adoption of these articles) or the Investment Agreement will, unless the context otherwise requires, have the same meanings when used in these Articles

2 3 References to any statute or statutory provision include, unless the context otherwise requires, a reference to that statute or statutory provision as modified,

replaced, re-enacted or consolidated and in force from time to time and any subordinate legislation made under the relevant statute or statutory provision.

- 2.4 Where the word "**address**" appears in these Articles it is deemed to include postal address and, where applicable, electronic address.

SHARE RIGHTS

3. AUTHORISED SHARE CAPITAL

The authorised share capital of the Company at the date of adoption of these Articles is £246,567.517 divided into :

- 3.1 200,000 A Ordinary Shares of £1.00 each;
- 3.2 300,000 B Ordinary Shares of £0.001 each; and
- 3.3 46,267,517 C Ordinary Shares of £0.001 each.

4. EQUITY SHARES

Except as otherwise provided in these Articles, the A Ordinary Shares and the B Ordinary Shares shall rank *pari passu* but they shall constitute separate classes of Shares.

5. SPECIFIC RIGHTS ATTACHING TO THE A ORDINARY SHARES, THE B ORDINARY SHARES, THE C ORDINARY SHARES

5.1 Dividends

- 5.1.1 Subject to **Article 5.1.2**, any profits which the Company (with the consent of an Investor Majority) determines to distribute in respect of any Financial Year shall, subject to the approval of (i) members of the Company in general meeting and (ii) an Investor Majority, be applied in distributing such profits amongst the holders of the A Ordinary Shares and B Ordinary Shares then in issue *pari passu* according to the number of such Shares held by them respectively as if they constituted a single class of share. The holders of the C Ordinary Shares and the Deferred Shares shall not be entitled to participate in such distribution of profits;

- 5.1.2 Any profits of the Company shall not be distributed in accordance with **Article 5.1.1** until such a time that all amounts owing under the Loan Notes have been repaid in full and in accordance with the terms of the Loan Note Instruments.

5.2 Capital

On a return of capital on liquidation or capital reduction or otherwise the surplus assets of the Company remaining after the payment of its liabilities shall be treated as a Realisation and the provisions of **Article 6** shall apply

5.3 Voting Rights attaching to the A Ordinary Shares

- 5.3.1 The holders of the A Ordinary Shares shall be entitled to receive notice of and to attend and speak at any general meetings of the Company. Subject to **Article 5.3.2**, the holders of A Ordinary Shares who (being

an individual) is present in person or by proxy or (being a corporation) 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 every A Ordinary Share of which he is the holder.

- 5.3.2 In the event that a Financial Underperformance or Event of Default has occurred (collectively the "**Specified Circumstances**" and each a "**Specified Circumstance**") then after the expiry of 5 Business Days from the date on which such Specified Circumstance becomes known to an Investor Director the holders of the A Ordinary Shares shall for so long as such Specified Circumstance continues to subsist (without being remedied or waived) be entitled to exercise as a class on a poll ten times the total number of votes attached to all shares of any other class in issue on any resolution at any general meeting of the Company on the assumption that there has been no suspension of the voting rights attached to the B Ordinary Shares pursuant to **Article 5.4.2**.
- 5.3.3 After the expiry of 5 Business Days from the date on which the occurrence of the Specified Circumstance (as provided by **Article 5.3.2**) becomes known to an Investor Director, an Investor Director (or his alternate director) present at a meeting of the Board or committee of the Board of which the Investor Director is a member including the Remuneration Committee and the Audit Committee shall for so long as such Specified Circumstance continues to subsist without being remedied or waived be entitled to exercise such number of votes as is equal to one vote less than half of the total number of votes capable of being cast at any meeting of the Board or committee of the Board on any resolution of the Board or such committee including any vote to terminate a service agreement or employment contract of any person. Any Chairman's second or casting vote shall be suspended during such period.
- 5.3.4 For so long as the Specified Circumstance remains outstanding and has not been waived or remedied, the quorum for meetings of the Board shall be reduced to one (PROVIDED ALWAYS that an Investor Director is present in person) and the quorum for general meetings of the members shall be reduced to one (PROVIDED ALWAYS that at least one member holding or representing the holders of A Ordinary Shares is present in person or by proxy).
- 5.3.5 The rights set out in **Articles 5.3.2 to 5.3.4** (inclusive) may be transferred (whether before or after a Specified Circumstance has arisen) in accordance with the provisions of **Article 29**.

5.4 Voting Rights attaching to the B Ordinary Shares

- 5.4.1 Subject to **Article 5.4.2**, the holders of the B Ordinary Shares shall be entitled to receive notice of and to attend and speak at any general meetings of the Company. The holders of B Ordinary Shares who (being individuals) are present in person or by proxy or (being corporations) are present by a duly authorised representative or by proxy shall, on a show of hands, have one vote each, and, on a poll, shall have one vote for each B Ordinary Share of which he is the holder.
- 5.4.2 The voting rights attached to B Ordinary Shares shall be suspended.

- 5.4.2.1 in respect of all B Ordinary Shares following the occurrence of an Event of Default and/or Financial Underperformance and the enhanced voting rights set out in **Article 5.3.2** apply for such period as such Event of Default or Financial Underperformance is outstanding and has not been remedied or waived; and/or
- 5.4.2.2 in relation to the relevant B Ordinary Shares only upon a Transfer Event (as defined in **Article 13.1**) occurring in respect of the holder of such B Ordinary Shares and for the purposes of this **Article 5.4.2.2** if an event referred to in **Articles 13.1.1 to 13.1.5** occurs such event shall be deemed to be a Transfer Event and the voting rights in respect of the relevant B Ordinary Shares shall be suspended unless and until the Investor Director (or, if none is appointed, an Investor Majority) notifies the Company in accordance with **Article 13.1** that such event is not a Transfer Event or until the entry in the register of members of the Company of another person as the holder of those Shares.

5.5 Rights attaching to the C Ordinary Shares

- 5.5.1 The holders of the C Ordinary Shares shall have no right to receive notice of or attend and vote at any general meeting of the Company.
- 5.5.2 In the event that a holder of C Ordinary Shares is a Bad Leaver then, unless the Investor Majority notifies the Company in writing otherwise *within 3 months* of the date on which such holder becomes a Bad Leaver that he is to be regarded as a Good Leaver, or, upon the Investor Majority within such period confirming the relevant conversion, all C Ordinary Shares held by that member shall be deemed to have converted into Deferred Shares on the date on which such member became a Bad Leaver. Any such notice must be served before a Realisation. The C Ordinary Shares shall not be transferable.
- 5.5.3 If a holder of C Ordinary Shares shall not have become a Leaver then on Exit and for the purposes of a distribution of Equity Proceeds pursuant to **Article 6.1** he shall be entitled to receive the sum of £1 x the number of C Ordinary Shares held by him.
- 5.5.4 If a holder of C Ordinary Shares shall become a Good Leaver then on Exit and for the purposes of a distribution of the Equity Proceeds pursuant to **Article 6.1**, he shall be entitled to receive.
 - 5.5.4.1 if he shall become a Leaver before the third anniversary of the Investment Date his entitlement shall be nil;
 - 5.5.4.2 if he shall become a Leaver between the third and fourth anniversaries of the Investment Date his entitlement shall be 25p x the number of C Ordinary Shares held by him;
 - 5.5.4.3 if he shall become a Leaver between the fourth and fifth anniversaries of the Investment Date his entitlement shall be 50p x the number of C Ordinary Shares held by him;

- 5.5.4.4 if he shall become a Leaver between the fifth and sixth anniversaries of the Investment Date his entitlement shall be 75p x the number of C Ordinary Shares held by him; and
- 5.5.4.5 if he shall become a Leaver after the sixth anniversary of the Investment Date his entitlement shall be £1 x the number of C Ordinary Shares held by him
- 5.5.5 If the provisions of **Articles 5.5.2 or 5.5.3** shall apply the members shall immediately prior to a Realisation pass such resolutions or take any other requisite actions so that the number of C Ordinary Shares held by the relevant member shall be converted into Deferred Shares so that effect is given to the provisions of **Article 6.1**

5.6 Rights attaching to the Deferred Shares

The holders of the Deferred Shares shall have no right to receive notice of or attend and vote at any general meeting of the Company and on a return of capital on a liquidation or otherwise shall have the right to 1p in total as a class for all the Deferred Shares in issue and the Board may authorise any Director as attorney for and on behalf of the holders of the Deferred Shares to execute and deliver (a) stock transfer form(s), and such other documentation necessary to transfer all the Deferred Shares, in favour of the Company for no valuable consideration. The Deferred Shares shall otherwise not be transferable.

6. REALISATION

6.1 On a Realisation the Equity Proceeds shall be distributed as follows:

- 6.1.1 the first £85,000,000 of Equity Proceeds shall be distributed between the holders of the Equity Shares in the following proportions:

Holders of A Ordinary Shares (as a class)	45.5%
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Holders of C Ordinary Shares (as a class) and B Ordinary Shares (as a class) (taken together)	54.5%
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provided that of the amount to be distributed to the holders of the B Ordinary Shares and C Ordinary Shares, each holder of C Ordinary Shares shall be entitled to receive, in priority to the holders of the B Ordinary Shares, a sum equal to his entitlement pursuant to **Article 5.5** and if the Equity Proceeds are not sufficient to pay these amounts in full the distribution to the holders of C Shares shall be pro rata to the entitlement of each holder of the C Ordinary Shares

- 6.1.2 thereafter any further Equity Proceeds shall be distributed to the holders of the B Ordinary Shares until such holders of B Ordinary Shares (as a class) have received a sum equal to £50,000,000,
- 6.1.3 thereafter any further Equity Proceeds shall be distributed between the holders of the Equity Shares in the following proportions:

Holders of A Ordinary Shares 40%
(as a class)

Holders of B Ordinary Shares (as a class) 60%

6.2 Members holding A Ordinary Shares entitled to receive Equity Proceeds pursuant to these Articles shall be entitled amongst themselves to receive the same pro rata to their respective holdings of such Shares;

6.3 Members holding B Ordinary Shares and C Ordinary Shares entitled to receive Equity Proceeds pursuant to these Articles shall be entitled amongst themselves to receive the same pro rata to their respective holdings of such Shares, save as expressly provided in these Articles.

6.4 To the extent that:

6.4.1 on a Share Sale any sum is received or receivable by the holders of Equity Shares (or any of them) which can reasonably be regarded as an addition to the price for the Equity Shares which is not paid at the time of the Share Sale or the consideration for the Share Sale includes shares or loan notes which is not paid at the time of the Share Sale; and/or

6.4.2 the consideration for the Share Sale includes an element of deferred or contingent consideration

in each case the value thereof shall be its value at the time of payment thereof and shall be deemed to be Equity Proceeds and distributed pursuant to **Article 6.1** as if it were consideration paid at the time of the Share Sale and aggregated with the amount of the Equity Proceeds at that time

6.5 If any element of the Equity Proceeds comprises shares and/or loan notes and falls to be distributed to the holders of shares of more than one class pursuant to the provisions of **Articles 6.1.1, 6.1.2 or 6.1.3**, such shares and/or loan notes (together with any cash which is to be distributed) shall be distributed pro rata to the entitlements of the holders of shares of each such class pursuant to the relevant Article.

7. **VARIATION OF RIGHTS**

7.1 Whenever the share capital of the Company is divided into different classes of share, the special rights attached to any such class may only be varied (either whilst the Company is a going concern or during or in contemplation of a winding-up) either (i) with the consent in writing of the holders of more than three-fourths of the issued shares of that class, or (ii) with the sanction of a special resolution passed at a separate general meeting of the holders of that class.

7.2 Unless approved in writing by an Investor Majority the rights conferred upon the holders of the A Ordinary Shares shall be deemed to be varied by the following.

7.2.1 any variation in the authorised or issued share capital of the Company or any Group Company or the creation or the granting of any options or other rights to subscribe for, or convert into, shares of the Company or any Group Company or the variation of the rights attaching to such shares other than in each case as contemplated by these Articles,

- 7.2.2 the reduction of the Company's share capital, share premium account, capital redemption reserve or of any uncalled liability in respect of partly paid shares or the purchase by the Company of any of its own shares;
 - 7 2 3 the amendment of any provisions of the memorandum of association or articles of association of the Company or any Group Company;
 - 7 2 4 the amendment of any provision of any of the Bank Facility Documents;
 - 7.2.5 the redemption of any loan notes of the Company,
 - 7 2.6 the capitalisation of any undistributed profits (whether or not the same are available for distribution and including profits standing to the credit of the reserve) or any sums standing to the credit of the share premium account or capital redemption reserve fund of the Company;
 - 7 2 7 save where to do otherwise would be a breach of directors' fiduciary duties the taking of any steps to wind up the Company or any other Group Company;
 - 7.2 8 any disposal of the whole or substantially the whole of the business of the Company or any Group Company or any of the shares in any Group Company;
 - 7 2.9 the declaration, making or payment of any dividend or other distribution to the holders of the Shares;
 - 7 2 10 any change in the accounting reference date of the Company,
 - 7.2.11 the appointment or removal of auditors to the Company (other than reappointment of an existing auditor),
 - 7.2.12 the appointment or removal of any director or (other than in accordance with these Articles) chairman of the Company,
 - 7.2.13 by the acquisition of any interest in any share in the capital of any company by the Company or any of its subsidiaries;
 - 7.2.14 by the establishment of any employee share option scheme other than an Employee Trust;
 - 7.2.15 by the calling of a meeting of the Company to effect or approve any matter which would by virtue of this Article be a variation of the class rights of the A Ordinary Shares;
 - 7.2.16 by the creation by the Company or any of its subsidiaries 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), or
 - 7.2.17 any Sale or Listing.
- 7 3 None of the following events shall constitute a variation or abrogation of the rights attaching to any class of shares other than the rights of the holders of the A Ordinary Shares:

- 7.3.1 the allotment of any shares which will rank *pari passu* in all respects with any existing class of shares;
 - 7.3.2 an offer to the holders of any class of shares of the right to receive new shares of that class, credited as fully paid, instead of the whole or any part of a cash dividend recommended or resolved by the Board;
 - 7.3.3 any amendment to these Articles where authorised by special resolution of the Company.
- 7.4 **Article 7.1** shall not apply to the B Ordinary Shares or the C Ordinary Shares in the event that a Specified Circumstance has occurred and the Investor Majority has so resolved in writing that **Article 7.1** will not apply and notified the Company accordingly.

8. **ALLOTMENT OF SHARES**

- 8.1 Subject to **Articles 7.2, 7.3, 7.4, 8.2, 8.5** and **8.6** any Shares of the Company for the time being unissued shall be under the control of the directors, who are unconditionally authorised for the purposes of Section 80 of the Companies Act 1985 generally to exercise any power of the Company at any time during the period ending on the fifth anniversary of the Investment Date to allot any relevant securities (as defined by Section 80(2) of the Companies Act 1985) up to an amount equal to an amount of the authorised share capital of the Company as at the date of adoption of these Articles from time to time unissued but may make an offer or agreement before the fifth anniversary of the Investment Date which will or might require relevant securities (as defined in Section 80(2) of the Companies Act 1985) to be allotted after such date.
- 8.2 Shares allotted pursuant to **Article 8.1** shall save as otherwise agreed by an Investor Majority be allotted to the subscribers referred to in the Investment Agreement with such subscription being of the class and number of shares and at the price per share referred to in the Investment Agreement.
- 8.3 Save for an allotment pursuant to **Article 8.2** the directors shall not without the authority of the Company in general meeting, any consent required under **Article 7.2.1** and the execution of any deed of adherence required by the Investment Agreement allot any shares in the capital of the Company.
- 8.4 No share shall be allotted to any person referred to in **Article 9** in respect of whom a transfer could be refused to be registered.
- 8.5 Subject to the foregoing and to **Article 8.6** and unless otherwise agreed by the Investor Majority:-
- 8.5.1 all unissued shares (whether forming part of the original or any increased capital) shall, before issue, be offered on identical terms to the members in proportion as nearly as circumstances admit (fractions being disregarded) to the number of the existing issued A Ordinary Shares and B Ordinary Shares of which they are the holders pro rata;
 - 8.5.2 any offer under **Article 8.5.1** shall be made by notice specifying the number and class of shares and the price at which the same are offered and limiting the time (being not less than five Business Days unless the member to whom the offer is to be made otherwise agrees) within which the offer, if not accepted, shall be deemed to be declined.

- 8 6 Prior to, and as a condition precedent of, the allotment and issue of any Shares to a director or employee or prospective director or employee of any Group Company, the proposed allottee shall be required to enter into a joint election with the Company (or his employing Group Company if different) under section 431 ITEPA and (if so requested by the Board) an indemnity in favour of the Company (or his employing Group Company if different) in respect of income tax, "**PAYE**" and employee's and so far as lawfully possible employer's national insurance contributions arising in respect of such allotment in such form and content reasonably required by the Investor Directors (or if none have been appointed by an Investor Majority)
- 8 7 The provisions of **Article 8.5** will not apply in the event that a Specified Circumstance has occurred and if the Investor Majority has so resolved in writing that **Article 8.5** will not apply and notified the Company accordingly
- 8 8 Section 89(1) and Sections 90(1) to (6) (inclusive) of the Companies Act 1985 shall not apply to any allotment of equity securities (as defined in Section 94 of the Companies Act 1985) in the Company.

TRANSFER OF SHARES

9. GENERAL

- 9 1 No transfer of any share in the capital of the Company shall be made or registered unless such transfer complies with the provisions of these articles and the transferee has, if so required by the terms of the Investment Agreement, first entered into a deed of adherence pursuant to the Investment Agreement. Subject thereto, the Board shall sanction any transfer so made unless (i) the registration thereof would permit the registration of a transfer of shares on which the Company has a lien (ii) the transfer is to a minor or (iii) the Board is otherwise entitled or required to refuse to register such transfer pursuant to these Articles.
- 9 2 For the purposes of these articles the following shall be deemed (but without limitation) to be a transfer by a holder of shares in the Company:
- 9.2.1 any direction (by way of renunciation or otherwise) by a holder entitled to an allotment or transfer of shares that a share be allotted or issued or transferred to some person other than himself, and
- 9.2.2 any sale or any other disposition of any interest in a share (including any voting right attached to it), (i) whether or not by the relevant holder, (ii) whether or not for consideration, and (iii) whether or not effected by an instrument in writing.
- 9.3 Prior to, and as a condition precedent of, the registration of any transfer of any Shares to any director or employee, or prospective director or employee, of any Group Company, the prospective transferee shall be required to enter into a joint election with the Company (or if different his employing Group Company) under section 431 ITEPA and a form of indemnity as referred to in **Article 8.6** on the same basis as if such transfer was an allotment of Shares Pending the making of such election and/or entering into such indemnity the Directors shall refuse to register any such transfer without the prior written consent of an Investor Majority.

10. PERMITTED TRANSFERS

Notwithstanding the provisions of any other Article, the transfers set out in this **Article 10** shall be permitted without restriction and the provisions of **Articles 11** (Voluntary Transfers) and **12** (Change of Control) shall have no application.

10.1 Permitted transfers by Investors

10.1.1 Any Investor or any member of the Investor's Group (or any person to whom any of them may have transferred shares pursuant to this **Article 10**, or any subsequent transferee of such shares) shall be entitled to transfer all or any of its Shares:-

- 10.1.1.1 to the beneficial owner or owners in respect of which the transferor is a nominee, custodian or trustee or to any other nominee, custodian or trustee for such beneficial owner or owners;
- 10.1.1.2 to any unitholder, shareholder, partner, participant, manager or adviser (or any employee or director of, or any consultant to, any such manager or adviser or of or to any company or other entity in the same group as, or associated with, such manager or adviser, or to the trustees of any Family Trust of any such person) in or of any of the Investors or of any investment fund, collective investment scheme or any co-investment scheme which invests in parallel or co-invests with any of the Investors and in respect of which LDC, or any of its group companies or entities, or the transferor is the manager, adviser or administrator or a nominee or custodian;
- 10.1.1.3 to any other investment fund, collective investment scheme or co-investment scheme managed or advised by LDC, or any of its group companies or entities; or
- 10.1.1.4 to any other member of its Investor Group or to any other Investor;
- 10.1.1.5 to a nominee, custodian or trustee of, or to a member of the same group as, the transferor or any of the persons referred to in **Articles 10.1.1.2 to 10.1.1.4** (inclusive) of this **Article 10.1**;
- 10.1.1.6 to any person, body, firm or partnership whose business comprises to a material extent the holding for investment purposes of securities in and/or the provision of debt and other financial facilities to United Kingdom unlisted companies and includes any subsidiary, nominee, custodian or manager used by such person, firm or partnership to hold such investments or to make available such facilities provided that any such transfer or transfers shall not be in respect of more than 50% of the A Ordinary Shares;

10.1 2 The holders of the A Ordinary Shares shall be permitted to transfer or dispose of any voting rights attaching to the A Ordinary Shares

(whether arising pursuant to **Article 5.3.2** or otherwise) in accordance with **Article 29**

- 10.1.3 Any A Ordinary Shares may be transferred to any holder of A Ordinary Shares.

10.2 **Permitted Transfers by all Shareholders**

- 10.2.1 Subject to **Article 7.2.2** any holder may at any time transfer any Shares in accordance with the provisions of the Act to the Company
- 10.2.2 Any holder may at any time transfer all or any of his Transferable Shares to any other person with the prior written consent of the Board and the Investor Director or (if one has not been appointed) an Investor Majority.
- 10.2.3 Any Transferable Shares may be transferred pursuant to **Article 12.5** and **12.6** (Drag along)
- 10.2.4 A Warehouse may transfer Transferable Shares to an employee of a Group Company in such numbers and in such proportions as the Remuneration Committee may direct (provided that a transfer to any Manager (as defined in the Investment Agreement) will also require approval of an Investor Majority).

11 **VOLUNTARY TRANSFERS**

- 11.1 Except as permitted under **Article 10** any holder who wishes to transfer Transferable Shares (the "**Vendor**") must first obtain the consent of the Investor Majority, and then shall give notice in writing (the "**Transfer Notice**") to the Company of his wish specifying:
 - 11.1.1 the number and classes of Transferable Shares (the "**Sale Shares**") which he wishes to transfer,
 - 11.1.2 the name of any third party to whom he proposes to sell or transfer the Sale Shares;
 - 11.1.3 the price at which he wishes to transfer the Sale Shares (the "**Provisional Transfer Price**"); and
 - 11.1.4 whether or not the Transfer Notice is conditional upon all, and not part only, of the Sale Shares so specified being sold pursuant to the offer hereinafter mentioned (a "**Total Transfer Condition**") and, in the absence of such stipulation, it shall be deemed not to be so conditional.
- 11.2 Where any Transfer Notice is deemed to have been given in accordance with these Articles, the deemed Transfer Notice shall be treated as having specified:
 - 11.2.1 that all the Sale Shares registered in the name of the Vendor shall be included for transfer;
 - 11.2.2 that a Total Transfer Condition shall not apply
- 11.3 No Transfer Notice once given or deemed to be given in accordance with these Articles shall be withdrawn unless the Vendor is obliged to procure the making of an offer under **Articles 12.1 to 12.4** (tag along) and is unable to procure the

making of such an offer. In that event the Vendor shall be entitled to withdraw such Transfer Notice without liability to any person, prior to completion of any transfer.

11.4 The Transfer Notice shall constitute the Company the agent of the Vendor for the sale of the Sale Shares at the Transfer Price which will be as follows:

11.4.1 with the consent of the Board (to include the approval of the Investor Director (or if no such director is appointed an Investor Majority)), the Provisional Transfer Price specified in the Transfer Notice or such other price as may be agreed by the proposing transferor and the Board (to include the approval of the Investor Director);

11.4.2 in default of agreement under **Article 11.4.1**, the lower of:

11.4.2.1 the price per share specified in the Transfer Notice; and

11.4.2.2 if the Board or the proposing transferor elects within 15 Business Days after the date of service or deemed service of the Transfer Notice to instruct the Auditors for the purpose, the fair value of the shares the subject of the Transfer Notice as at the date of service or deemed service of the Transfer Notice and as determined in accordance with **Article 14**.

11.5

11.5.1 The Company shall forthwith upon receipt of a Transfer Notice or, where later, upon the determination of the Transfer Price give notice in writing to each of the holders of Transferable Shares (other than the Vendor and, if so required by notice to that effect signed by an Investor Majority, to the Warehouse informing them that the Sale Shares are available and of the Transfer Price. Such notice shall invite each holder to state, in writing within 20 Business Days from the date of such notice (which date shall be specified therein), whether he is willing to purchase any and, if so, how many of the Sale Shares which shall, if he so wishes, include an amount in excess of his Proportionate Entitlement as mentioned in **Article 11.5.2**. For the purposes of allocation of the Sale Shares, the Sale Shares shall be treated as offered:

11.5.1.1 (subject to **Article 13.4.6**) to all persons in the category set out in the corresponding line in column (2) in the table below;

11.5.1.2 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; and

11.5.1.3 to the extent not accepted by persons in column (3), finally to all persons (if any) in the category set out in the corresponding line in column (4) in the table below:

(1) Class of Share	(2) First Offer to	(3) Second Offer to	(4)
"A" Ordinary Shares	Members holding A Ordinary Shares	Warehouse	-
"B" Ordinary Shares	Warehouse	Members holding B Ordinary Shares	Members holding A Ordinary Shares

11.5.2 Subject always to the order of priorities set out in **Article 11.5.1** the Sale Shares shall be treated as offered on terms that, in the event of competition, the Sale Shares offered shall be sold to the holders accepting the offer in proportion (as nearly as may be) to their existing holdings of Transferable Shares of the class or classes to which the offer is made (the "**Proportionate Entitlement**") It shall be open to each such holder to specify if he is willing to purchase Sale Shares in excess of his Proportionate Entitlement ("**Excess Shares**") and, if the holder does so specify, he shall state the number of Excess Shares

11.5.3 Within three Business Days of the expiry of the invitation made pursuant to **Article 11.5.1** (or sooner if all holders of Shares to whom the invitation was made pursuant to **Article 11.5.1** have responded to the invitation and all the Sale Shares shall have been accepted in the manner provided in **Article 11.5.1**), the Company shall allocate the Sale Shares in the following manner:

11.5.3.1 if the total number of Sale Shares applied for is equal to or less than the available number of Sale Shares the Company shall allocate the number applied for in accordance with the applications, or

11.5.3.2 if the total number of Sale Shares applied for is more than the available number of Sale Shares, each holder shall be allocated his Proportionate Entitlement (or such lesser number of Sale Shares for which he may have applied) in the order of priorities set out in **Article 11.5.1**, applications for Excess Shares shall be allocated in accordance with such applications or, in the event of competition, (as nearly as may be) to each holder applying for Excess Shares in the proportion which Transferable Shares held by such holder bears to the total number of Transferable Shares held by all such holders applying for Excess Shares PROVIDED THAT such holder shall not be allocated more Excess Shares than he shall have stated himself willing to take,

and in either case the Company shall forthwith give notice of each such allocation (an "**Allocation Notice**") to the Vendor and each of the persons to whom Sale Shares have been allocated (a "**Member Applicant**") and shall specify in the Allocation Notice the place and time (being not later than ten Business Days after the date of the

Allocation Notice) at which the sale of the Sale Shares shall be completed.

- 11.6 Subject to **Article 11.7**, upon such allocations being made as set out in **Article 11.5**, the Vendor shall be bound, on payment of the Transfer Price, to transfer the Sale Shares comprised in the Allocation Notice to the Member Applicants named therein at the time and place therein specified free from any lien, charge or encumbrance. If he makes default in so doing, the chairman for the time being of the Company or, failing him, one of the Directors, or some other person duly nominated by a resolution of the Board for that purpose, shall forthwith be deemed to be the duly appointed attorney of the Vendor with full power to execute, complete and deliver in the name and on behalf of the Vendor a transfer of the relevant Sale Shares to the Member Applicant and any Director may receive and give a good discharge for the purchase money on behalf of the Vendor and (subject to the transfer being duly stamped) enter the name of the Member Applicant in the register of members as the holder or holders by transfer of the Shares so purchased by him or them. The Board shall forthwith pay the purchase money into a separate bank account in the Company's name and shall hold such money on trust (but without interest) for the Vendor until he shall deliver up his certificate or certificates for the relevant Sale Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate) to the Company when he shall thereupon be paid the purchase money.
- 11.7 If the Vendor shall have included in the Transfer Notice a Total Transfer Condition and if the total number of Sale Shares applied for by Member Applicants is less than the number of Sale Shares then the Allocation Notice shall refer to such provision and shall contain a further invitation, open for ten Business Days, to those persons to whom Sale Shares have been allocated to apply for further Sale Shares and completion of the sales in accordance with the preceding paragraphs of this **Article 11** shall be conditional upon the total Transfer Condition being complied with in full.
- 11.8 In the event of all the Sale Shares not being sold under the preceding paragraphs of this **Article 11** the Vendor may, at any time within three calendar months after receiving confirmation from the Company that the pre-emption provisions herein contained have been exhausted, transfer all the Sale Shares (if a Total Transfer Condition was included in the Transfer Notice) or any Sale Shares which have not been sold (if no Total Transfer Condition was so included in the Transfer Notice) to any person or persons at any price not less than the Transfer Price PROVIDED THAT:
- 11.8.1 the Board shall refuse registration of the proposed transferee unless the transfer has been approved in writing by the Investor Majority;
- 11.8.2 if the Transfer Notice contained a Total Transfer Condition, the Vendor shall not be entitled, save with the written consent of all the other shareholders of the Company, to sell hereunder only some of the Sale Shares comprised in the Transfer Notice to such person or persons;
- 11.8.3 any such sale shall be a bona fide sale and the Board may require to be satisfied in such manner as it may reasonably require that the Sale Shares are being sold in pursuance of a bona fide sale for not less than the Transfer Price without any deduction, rebate or allowance whatsoever to the purchaser and, if not so satisfied, may refuse to register the instrument of transfer; and

- 11 8 4 the Board shall refuse registration of the proposed transferee if such transfer obliges the Vendor to procure the making of an offer in accordance with **Articles 12.1 to 12.4**, until such time as such offer has been made and, if accepted, completed

12. **CHANGE OF CONTROL**

Tag along

- 12 1 Subject to **Article 12.2** if the effect of any transfer of Transferable Shares by a Shareholder (in **Articles 12.1 to 12.4** the "**Vendor**") would, if completed, result in the transferee together with persons acting in concert or connected with that transferee obtaining a Controlling Interest, the Vendor shall procure the making, by the proposed transferee of the Vendor's Shares, of a Come Along Offer to all of the other holders of Shares of the Company. Every holder or recipient of such offer, on receipt of a Come Along Offer, shall be bound within 20 Business Days of the date of such offer (which date shall be specified therein) either to accept or reject such offer in writing (and in default of so doing shall be deemed to have rejected the offer). Until such Come Along Offer has been made and completed the Board shall not sanction the making and registration of the relevant transfer or transfers

- 12 2 The provisions of **Article 12.1** and **12.5** shall not apply to any transfer of Transferable Shares:

12 2.1 made pursuant to the provisions of **Article 10** (other than **Articles 10.1.1.6** or **10.2.3**),

12 2 2 to any person who was an original party to the Investment Agreement,

12.2 3 to an associate of a holder of Transferable Shares or to any connected person of a holder of Transferable Shares, or

12.2.4 to the Employee Trust

- 12.3 "**Come Along Offer**" means an unconditional offer, open for acceptance for not less than 20 Business Days, to purchase all of the Shares held by the recipients of a Come Along Offer or Shares which recipients may subscribe free from all liens, charges and encumbrances at a price calculated on the basis of the entire issued share capital of the Company and then distributed in accordance with **Article 6** (exclusive of stamp duty, stamp duty reserve tax and commission) (inclusive of the Transferable Shares giving rise to the obligation to make the Come Along Offer) within the period of one year prior to and on the proposed date of completion of such transfer of Shares.

- 12.4 In the event of disagreement, the calculation of the relevant Come Along Offer price shall be referred to the Auditors and **Article 28** shall apply.

Drag along

- 12 5 If holders of Transferable Shares who together are entitled to cast more than 50% of the votes capable of being cast on a poll at a general meeting of the Company where such members include:

12 5 1 the holders of an Investor Majority; and

12 5 2 the holders of 20 per cent of the B Ordinary Shares;

(together in **Articles 12.5 and 12.6** the "**Vendors**") wish to transfer their Transferable Shares in the Company (the "**Offer**") to a Third Party Purchaser (the "**Purchaser**"), then the Vendors shall also have the option to require all of the other holders of Shares, and any persons who become holders of Shares upon exercise of any options, warrants or other rights to subscribe for Shares which exist at the date of the Offer, to transfer all their Shares in the Company to the Purchaser, or as the Purchaser directs, by giving notice (the "**Drag Along Notice**") to that effect to all such other holders (the "**Called Shareholders**") specifying that the Called Shareholders are, or will, in accordance with this **Article 12.5** and **Article 12.6**, be required to transfer their Shares pursuant to **Article 12.5** and **Article 12.6** free from all liens, charges and encumbrances and at a price calculated on the basis of the entire issued share capital of the Company and then distributed in accordance with **Article 6** (the "**Transfer Price**").

- 12.6 If the Called Shareholders (or any of them) shall make default in transferring their Shares pursuant to **Article 12.5**, the provisions of **Article 11.6** (references therein to the Vendor, Sale Shares, Allocation Notice and Member Applicant being read as references to the holder making such default, the Shares in respect of which such default is made, the Drag Along Notice and the Purchaser respectively) shall apply to the transfer of such Shares mutatis mutandis but the Transfer Price shall be the price offered for such Shares as set out in **Article 12.5** and the provisions of **Article 11.7** shall not apply.

13. **COMPULSORY TRANSFERS**

- 13.1 In this **Article 13**, a "**Transfer Event**" means, in relation to any member:

13.1.1 a member who is an individual:

13.1.1.1 becoming bankrupt; or

13.1.1.2 dying;

unless the Investor Director (or, if none is appointed, an Investor Majority) notifies the Company within three months of the matters coming to his attention that such event is not a Transfer Event in relation to that member for the purposes of this **Article 13.1**;

13.1.2 a member making any arrangement or composition with his creditors generally unless the Investor Director (or, if none is appointed, an Investor Majority) notifies the Company within three months of the matter coming to his attention that such event is not a Transfer Event in relation to that member for the purposes of this **Article 13.1**;

13.1.3 a member which is a body corporate:

13.1.3.1 having a receiver, manager or administrative receiver appointed over all or any part of its undertaking or assets; or

13.1.3.2 having an administrator appointed in relation to it; or

13.1.3.3 entering into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction); or

13 1.3.4 having any equivalent action taken in any jurisdiction, or

13.1.3.5 any person, firm or entity which is not a member of the body corporate as at the Investment Date obtaining a Controlling Interest of the body corporate;

unless the Investor Director (or, if none is appointed, an Investor Majority) notifies the Company within three months of the matter coming to his attention that such event is not a Transfer Event in relation to that member for the purpose of this **Article 13.1**;

13.1.4 a member or former member who is an individual and who is or was previously a director or employee of a member of the Group ceasing to hold such office or employment (or where he provided his services pursuant to a contract for services, such contract is determined) unless the Investor Director (or if none is appointed, an Investor Majority) notifies the Company within three months of the matter coming to his (or its) attention that such event is not a Transfer Event in relation to that member for the purposes of this **Article 13.1**,

13.1 5 a member attempting to deal with or dispose of any B Ordinary Share or any interest in it otherwise than in accordance with these Articles unless the Investor Director notifies the Company within three months of the matter coming to his attention that such event is not a Transfer Event in relation to that member for the purposes of this **Article 13.1**.

13 2 Upon the happening of any Transfer Event in respect of B Ordinary Shares only, the member holding the B Ordinary Shares in question and any other member who has acquired B Ordinary 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 them and which in the case of a transferee of B Ordinary Shares were the B Ordinary Shares received directly or indirectly from the member who is the immediate subject of the Transfer Event (a "**Deemed Transfer Notice**"). A Deemed Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the same B Ordinary Shares except for B Ordinary Shares which have then been validly transferred pursuant to that Transfer Notice.

13.3 Notwithstanding any other provision of these articles, if an Investor Director so notifies the Board any member holding B Ordinary 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 B Ordinary Shares between the date of the relevant Deemed Transfer Notice and the entry in the register of members of the Company of another person as the holder of those B Ordinary Shares.

13.4 The B Ordinary Shares the subject of any Deemed Transfer Notice shall be offered for sale in accordance with **Article 11** as if they were Sale Shares in respect of which a Transfer Notice had been given save that:

13.4.1 a Deemed Transfer Notice shall be deemed to have been given on the date of the Transfer Event or, if later, the date for expiry of notification to the Company by the Investor Director that the relevant event is not a Transfer Event;

- 13.4.2 subject to **Article 13.5**, the Transfer Price shall be a price per Sale Share agreed between the Vendor, the Board and the Investor Director or, in default of agreement, within 15 Business Days after the date of the Transfer Event, the Fair Value,
 - 13.4.3 a Deemed Transfer Notice shall be deemed not to contain a Total Transfer Condition and shall be irrevocable;
 - 13.4.4 the Vendor may retain any Sale Shares for which Purchasers are not found or, after the expiry of the relevant Offer Notice and with the prior written approval of the Investor Director, sell all or any of those Sale Shares to any person (including any member) as any price per Sale Share which is not less than the Transfer Price;
 - 13.4.5 the Sale Shares shall be sold together with all rights attaching thereto as at the date of the Transfer Event;
 - 13.4.6 if by the date of the agreement or determination of the Transfer Price pursuant to **Article 13.4.2** the Board and the Remuneration Committee shall not have agreed in respect of the offer of the Sale Shares to the Warehouse as to whether such Shares will be offered to the Employee Trust and/or employees of the Group and in what proportions, all such shares shall be offered to the Employee Trust.
- 13.5 The Transfer 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 13.1.4** shall be as follows:
- 13.5.1 if the Cessation Date (as defined in **Article 13.6**) is prior to the Senior Discharge Date and the date on which all amounts owing under the Loan Notes have been repaid in full and in accordance with the terms of the Loan Note Instruments, (a) in the case of a Bad Leaver, the Transfer Price shall be their Fair Value or, if less, the Issue Price of such B Ordinary Shares and (b) in the case of a Good Leaver their Fair Value;
 - 13.5.2 if the Cessation Date is on or after the Senior Discharge Date and the date on which all amounts owing under the Loan Notes have been repaid in full and in accordance with the terms of the Loan Note Instruments, the Transfer Price shall be the Fair Value of the B Ordinary Shares as at the Cessation Date unless the member ceases to be an employee or director or consultant due to summary dismissal or summary termination of his contract of employment or the contract under which he is engaged by the relevant Group Member, by reason of (a) fraud or (b) gross misconduct, in which case the Transfer Price shall be their Fair Value or if less, the Issue Price of such B Ordinary Shares.
- 13.6 For the purpose of **Article 13.1.4** the date upon which a member ceases to hold office or employment (or ceases to be a consultant) (the "**Cessation Date**") as described therein shall be:
- 13.6.1 where a contract of employment or directorship or contract for services (as the case may require) is terminated by the employer by giving notice to the employee of the termination of the employment or directorship or contract for services, the date that notice terminates unless 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 in which case the relevant date shall be the date payment in lieu is made;

13.6.2 where a contract of employment or directorship or contract for services is terminated by the employee or director or consultant by giving notice to the employer of the termination of the employment or directorship or consultancy (as the case may require), the date of termination of that notice;

13.6.3 save as provided in **Article 13.6.1** where an employer or employee wrongfully repudiates the contract of employment and the other accepts that the contract of employment has been terminated, the date of such acceptance;

13 6 4 where a contract of employment is terminated under the doctrine of frustration, the date of the frustrating event; and

13 6 5 where a contract of employment or directorship is terminated for any reason other than in the circumstances set out in **Articles 13.6.1** to **13.6.4** above, the date on which the action or event giving rise to the termination occurs

14 **VALUATION OF SHARES**

14.1 In the event that the Auditors are required to determine the price at which Transferable Shares are to be transferred pursuant to these articles, such price shall be the amount the Auditors shall, on the application of the Board (which application shall be made as soon as practicable following the time it becomes apparent that a valuation pursuant to this **Article 14** is required), give their opinion in writing as to the price which represents a fair value for such Transferable Shares as between a willing vendor and a willing purchaser as at the date the Transfer Notice or deemed Transfer Notice is given. In making such determination, the Auditors shall not take any account of whether the Sale Shares comprise a majority or a minority interest in the Company nor the fact that transferability is restricted by these Articles (and shall assume that the entire issued share capital of the Company is being sold).

14 2 **Article 28** shall apply to any determination by the Auditors under this Article.

14.3 In the event that the Auditors decline to accept an instruction to provide a valuation pursuant to this **Article 14**, then the price will be determined by a firm of independent chartered accountants, such accountants to be appointed by the Company with Investor Consent and such accountants shall be deemed to be included in the definition of "**the Auditors**" for the purposes of these Articles.

15. **COMPLIANCE**

15.1 For the purpose of ensuring (i) that a transfer of Shares is duly authorised under these articles or that (ii) no circumstances have arisen whereby a Transfer Notice is required to be or ought to have been given under these articles or (iii) whether an offer is required to be or ought to have been made under **Article 12.1**, the Board may require any member or the legal personal representatives of any deceased member or any person named as transferee in any transfer lodged for registration or such other person as the Board may reasonably believe to have information relevant to such purpose, to furnish to the Company such information and evidence as the Board may reasonably think

fit regarding any matter which they deem relevant to such purpose; including (but not limited to) the names, addresses and interests of all persons respectively having interests in the Shares from time to time registered in the holder's name.

- 15.2 Failing such information or evidence being furnished to enable the Board to determine to its reasonable satisfaction that no such Transfer Notice is required to be or ought to have been given, or that no offer is required to be or ought to have been made under **Article 12.1**, or that as a result of such information and evidence the Board is reasonably satisfied that such Transfer Notice is required to be or ought to have been given, or that an offer is required to be or ought to have been made under **Article 12**:

15.2.1 where the purpose of the enquiry by the Board was to establish whether a Transfer Notice is required to be or ought to have been given then unless any such person required to supply the relevant information pursuant to **Article 15.1** shall so supply such information within 21 days of a further request in writing from the Board so to do, a Transfer Notice shall be deemed to have been given by the holder of the relevant Shares in respect of such Shares; or

15.2.2 where the purpose of the enquiry by the Board was to establish whether an offer is required to be or ought to have been made under **Article 12.1** then unless any such person required to supply the relevant information pursuant to **Article 15.1** shall so supply such information within 21 days of a further request in writing from the Board so to do, the Shares held by or on behalf of the person or persons connected with each other or acting in concert with each other who has or have (as the case may be) obtained a Controlling Interest as is referred to in **Article 12.1**, such Shares shall cease to entitle the relevant holder or holders (or any proxy) to voting rights (whether on a show of hands or on a poll and whether exercisable at a general meeting of the Company or at a separate meeting of the class in question) otherwise attaching to such Shares or to any further shares issued in right of such Shares or in pursuance of an offer made to the relevant holders to the extent that will result in such person or persons only being able to control that percentage of the voting rights attaching to the Shares that such person or persons were in a position to control prior to the obligation to procure the making of an offer arising.

GENERAL

16. GENERAL MEETINGS

- 16.1 No business shall be transacted at any general meeting unless a quorum of holders is present at the time when the meeting proceeds to business and for its duration. Subject to **Article 5.3.5** two persons, being holders of Shares (at least one of whom must be a holder of A Ordinary Shares and one of whom must be a holder of B Ordinary Shares present in person, by proxy or by duly authorised representative (if a corporation), shall be the quorum at any general meeting. If a meeting is adjourned under regulation 41 of Table A because a quorum is not present, and at the adjourned meeting a quorum is not present within half an hour from the time appointed for that adjourned meeting, the holders then present shall form a quorum provided always that a holder of A Ordinary Shares and a holder of B Ordinary Shares are present, and regulation 41 of Table A shall be modified accordingly.

- 16.2 A poll may be demanded at a general meeting either by the chairman of the meeting or by any holder who is present in person, by proxy or by duly authorised representative (if a corporation) and who, in any such case, has the right to vote at the meeting, and regulation 46 of Table A shall be modified accordingly.

17. **WRITTEN RESOLUTIONS**

For the avoidance of doubt, but subject always to **Article 28**, where a Specified Circumstance is continuing and has not been remedied or waived, the voting rights attaching to the B Ordinary Shares shall be suspended and accordingly a written resolution signed by or on behalf of all of the holders of A Ordinary Shares shall be valid and binding on the Company and all of the members.

18. **REMOVAL OF DIRECTORS**

Save as provided in these Articles the office of any Director shall be vacated if

- 18.1 (in the case of an executive Director only) he shall, for whatever reason, cease to be an employee of or consultant to the Company or any subsidiary of the Company and he does not remain an employee or consultant of a Group Company, or
- 18.2 (other than in the case of an Investor Director) all the other Directors request his resignation in writing;

and the provisions of regulation 81 of Table A shall be extended accordingly

19. **INVESTOR DIRECTORS AND CHAIRMAN**

- 19.1 An Investor Majority may from time to time appoint two people to be directors each with the title of investor director ("**Investor Director**" which expression shall, where the context so permits, include a duly appointed alternate of such a director) and from time to time remove any Investor Director from office.
- 19.2 Any appointment or removal of an Investor Director shall be in writing served on the Company signed by an Investor Majority and shall take effect at the time it is served on the Company or produced to a meeting of the Board, whichever is earlier. Any such appointment or removal by a corporation may be signed on its behalf by its duly authorised representative.
- 19.3 Notice of meetings of the Board shall be served on any Investor Director who is absent from the United Kingdom at the addresses for service of notice on each Investor under the Investment Agreement. The third sentence of regulation 88 shall not apply to any director.
- 19.4 Upon written request by an Investor Majority the Company shall procure that an Investor Director is forthwith appointed as a director of any other member of the Group to any committee of the Board or the board of any member of the Group
- 19.5 Regulation 81(e) shall not apply to the Investor Directors or the Chairman
- 19.6 Where any decision is to be made by any member of the Group in relation to the exercise, enforcement or waiver of its rights against any member holding B Ordinary Shares or C 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 Remuneration Committee 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

19.7 An Investor Majority may from time to time, in addition to the Investor Directors, appoint any person to be a director and the chairman of the Board ("**Chairman**") and remove from the office of chairman and director a person so appointed in either case after consultation with the Board. **Article 19.2** shall apply to any such appointment or removal mutatis mutandis. Regulation 91 shall be modified accordingly. The fee payable to the Chairman shall be at such rate agreed between the Board and the Chairman (with the approval of an Investor Director) or in default of agreement such fee will be determined by an Investor Majority.

19.8 Notwithstanding any provision of these Articles to the contrary at no time shall the number of persons in office as directors of the Company as a result of their appointment by an Investor Majority pursuant to these Articles exceed the number of persons in office as directors of the Company other than pursuant to such appointment.

19.9 The Chairman shall not have a second or casting vote and regulation 88 of Table A shall be modified accordingly.

20. **ALTERNATE DIRECTORS**

20.1 The appointment by any Investor Director of an alternate director shall not be subject to approval by a resolution of the Board and regulation 65 of Table A shall be modified accordingly. In regulation 67 of Table A the words "but, if" and the words following them (to the end of that regulation) shall be deleted.

20.2 An alternate director shall not be entitled (as such) to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may, by notice in writing to the Company from time to time, direct, and the first sentence of regulation 66 of Table A shall be modified accordingly.

20.3 A director, or any such other person as is mentioned in regulation 65 of Table A, as modified by **Article 20.1** may act as an alternate director to represent more than one director, and an alternate director shall be entitled at any meeting of the Board (or of any committee of the Board) to one vote for every director whom he represents (in addition to his own vote (if any) as a director), but he shall count as only one for the purpose of determining whether a quorum is present at (and during) any such meeting.

21. **PROCEEDINGS OF DIRECTORS**

21.1 Subject to **Article 5.3.4** the quorum for meetings of the Board shall be two directors one of whom must be an Investor Director if one is appointed and one of whom must be a director who is a holder of B Ordinary Shares or is appointed (or removed) by a majority in number of the holders of the B Ordinary Shares, by notice to the Company. Article 19.2 shall apply mutatis mutandis to such appointment or removal. If a quorum is not present, a meeting shall be adjourned for a reasonable period, and reasonable notice (having regard to the matters to be discussed at the adjourned meeting) of the adjourned meeting shall be given, and at the adjourned meeting if a quorum is not present, those directors present shall constitute a quorum provided always that (unless an Investor Director consents otherwise) the only matters to be considered at such

adjourned meeting are those which were to be discussed at the initial meeting at which a quorum was not present.

21 2 Any Director or member of a committee of the Board may participate in a meeting of the Board or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear and speak to each other, and any Director or member of a committee participating in a meeting in this manner shall be deemed to be present in person at such meeting.

21 3 Except with the prior written consent of an Investor Director (or, in the event that there is no Investor Director, the prior written consent of an Investor Majority), a Director shall not vote on any resolution concerning a matter in which he has, directly, any kind of interest or duty whatsoever, save in respect of the matters specified in paragraphs (a) to (d) (inclusive) of regulation 94 of Table A which shall be modified accordingly. Reference in regulation 98 to the "Chairman" shall be construed as a reference to the "Investor Director" for so long as one is appointed

22. **OBSERVERS**

22.1 At any time whilst there is one or no Investor Director in office an Investor Majority may by notice in writing to the Company appoint any person or persons to attend and speak at, but not vote at all meetings of the Board and/or committees of the Board (each an "**Observer**") in addition to the Investor Directors and to remove the same.

22 2 An Observer (when appointed) shall be entitled to receive copies of all notices and other information supplied to Directors at the same time that such information is supplied to the Directors.

22 3 Any Observer who has been appointed shall forthwith cease to be entitled to receive notice of or attend or otherwise participate in meetings of the Board upon his removal by an Investor Majority

22.4 The reasonable out of pocket costs and expenses of the Observers shall be paid by the Company.

23 **THE SEAL**

23 1 If the Company has a seal it shall only be used with the authority of the Board or of a committee of the Board. The Board may determine who shall sign any instrument to which the seal is affixed and, unless otherwise so determined, it shall be signed by a Director and by the secretary or a second Director. The obligation under regulation 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal.

23 2 The Company may exercise the powers conferred by the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Board

24. **INDEMNITY**

Subject to the provisions of the Act, every Director or other officer of the Company (other than the Auditors) shall be indemnified out of the assets of the Company against all costs, charges, expenses, losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise

in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by any court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company. No Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the proper execution of the duties of his office or in relation thereto. This **Article 24** shall only have effect in so far as its provisions are not avoided by the Act. The Board shall have power to purchase and maintain for any Director or other officer of the Company and the Auditors insurance against any liability which, by virtue of any rule of law, would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.

25. LIEN

The lien conferred by regulation 8 of Table A shall attach to all shares, whether or not fully paid up and to all shares registered in the name of any person indebted or under liability to the Company (whether he shall be the sole registered holder of such shares or shall be one of two or more joint holders) and shall be for all moneys owing on any account whatsoever to the Company.

26. AUDITORS DETERMINATION

26.1 If any matter under these Articles is referred to the Auditors for determination then the Auditors shall act as experts and not as arbitrators and their decision shall be conclusive and binding on the Company and all the holders of Shares (in the absence of fraud or manifest error).

26.2 The costs of Auditors shall be borne by the Company unless the Auditors shall otherwise determine.

27. TRANSFER OF VOTING RIGHTS

The Investors may at any time (and whether before or after a Specified Circumstance has arisen) elect by notice in writing to the Company to transfer:-

27.1 any or all of the enhanced voting rights (but not the economic rights) attaching to the A Ordinary Shares pursuant to **Article 5.3.2**; and/or

27.2 the weighted voting rights accruing to the Investor Director(s) pursuant to **Article 5.3.3**;

to such person or persons as the Investor Majority deems fit and with effect from the service of such notice all such voting rights shall become vested in the person stated in the notice to the exclusion of the holders of the A Ordinary Shares and/or the Investor Directors (as the case may require).

28. DOCUMENTS SENT IN ELECTRONIC FORM OR BY MEANS OF A WEBSITE

28.1 Where the Statutes permit the Company to send documents or notices to its members in electronic form or by means of a website, the documents will be validly sent provided the Company complies with the requirements of the Statutes.

28.2 Subject to any requirement of the Statutes, documents and notices may be sent to the Company in electronic form to the address specified by the Company for

that purpose and such documents or notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified.

29. **NOTICES**

29.1 In regulation 112 of Table A, the words "first class" shall be inserted immediately before the words "post in a prepaid envelope". Regulation 112 of Table A shall be amended accordingly.

29.2 Where a notice has sent by first class post the notice shall be deemed to have been given at the expiration of 24 hours after the envelope containing the same is posted. Where a notice is sent in electronic form, the notice shall be deemed to have been given at the expiration of 24 hours after the time of transmission. Regulation 115 of Table A shall be amended accordingly.

29.3 Where a notice is sent by making it available on a website, the notice shall be deemed to have been given either when it was first made available on the website or when the holder of shares received or was deemed to have received notice of the fact that the notice was available on the website.

29.4 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least one national daily newspaper and such notice shall be deemed to have been duly served on all holders of Shares entitled thereto at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

30. **DIRECTORS' AUTHORISATION OF SITUATIONS IN WHICH A DIRECTOR HAS AN INTEREST**

30.1 The Directors may, subject to the provisions of this **Article 30** and **Article 31** and with the consent of the Investor Majority, at any time authorise a director to be involved in a situation in which the director has or may have a direct or indirect interest which conflicts or may conflict with the interests of the Company ("**a conflict of interest**") provided that:

30.1.1 in the case of a proposed appointment of a person as a director, the Directors authorise the conflict of interest before or at the time the director is appointed to office;

30.1.2 in the case of any other director the Directors authorise the conflict of interest at the time the conflict is declared to them in accordance with **Article 31**,

30.1.3 the director subject to the conflict of interest or any other interested director shall not vote and shall not be counted in the quorum in respect of the authorisation given under this **Article 30** and if he or any other interested director does vote, those votes shall not be counted;

30.1.4 the Directors may in their absolute discretion impose such terms or conditions on the grant of the authorisation as they think fit and in

doing so the Directors will act in such a way in good faith they consider will be most likely to promote the success of the Company;

- 30.1.5 a director will not be in breach of his duty under sections 172,174 and 175 of the Companies Act 2006 or the authorisation given by this **Article 30** by reason only that he receives confidential information from a third party relating to the conflict of interest which has been authorised by this **Article 30** and either fails to disclose it to the Directors or fails to use it in relation to the Company's affairs and neither will he be in breach of his duty under the said section 175 for anything done or omitted to be done by him in accordance with the provisions of these Articles; and
- 30.1.6 where approval to a transaction which falls within Chapter 4 of Part 10 of the Companies Act 2006 is given by members in accordance with that Chapter further authorisation for that transaction by the Directors under this **Article 30** is not necessary.
- 30.2 For the purposes of this **Article 30**, 'a conflict of interest' includes a conflict of interest and a conflict of duty and a conflict of duties which the director owes to the Company.

31. DECLARATION OF DIRECTOR'S INTERESTS IN CONTRACTS

A director who is in any way, whether directly or indirectly and whether for himself or through a person connected with him, interested in a contract, transaction or arrangement or proposed contract, transaction or arrangement with the Company and where relevant as a consequence of any situation arising from a conflict of interest within the meaning of **Article 30**, shall declare the nature of his interest in accordance with the Statutes.



Company No. 6537663

Articles of Association of Spitfire Holdings Limited

Incorporated 18 March 2008

Adopted by ~~special~~/written resolution passed on 3 April 2008

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THE COMPANIES ACTS 1985 AND 1989
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
SPITFIRE HOLDINGS LIMITED

(adopted by Special Resolution passed on 3 April 2008)

1. PRELIMINARY

- 1.1 The regulations contained in Table A in the Schedule to the Companies (Table A to F) Regulations 1985 in force at the time of adoption of these Articles such Table hereinafter called "**Table A**" shall apply to the Company, save in so far as they are expressly excluded or varied by these Articles and such regulations (save as so excluded or varied) and these Articles shall together constitute the regulations of the Company.
- 1.2 The regulations of Table A numbered 24, 38, 40, 76 to 77 (inclusive), 89, 96, 101 and 118 do not apply to the Company.

2. INTERPRETATION

- 2.1 In these articles unless the context otherwise requires each of the following words and expressions shall have the following meanings:

"acting in concert"	the meaning set out in the City Code on Takeovers and Mergers for the time being
"A Loan Notes"	38,172,500 unsecured Loan Notes 2016 of BidCo, a subsidiary of the Company, to be constituted by the A Loan Note Instrument
"A Loan Note Instrument"	the instrument constituting the A Loan Notes to be entered into in or around the Investment Date as the same may be amended, supplemented or replaced from time to time
"A Ordinary Shares"	the A Ordinary Shares of £1.00 each in the capital of the Company having the rights set out in Articles 4, 5 and 6
"Audit Committee"	as defined in clause 16.2 of the Investment Agreement
"Auditors"	the auditors to the Company for the time being

"Bad Leaver"	any Leaver who is not a Good Leaver
"the Bank Facility Documents"	the Finance Documents as such term is defined in the Senior Facilities Agreement as the same may be amended, supplemented or released from time to time
"BidCo"	Spitfire BidCo Limited (Company Number 6537976)
"Board"	the board of directors of the Company from time to time
"B Loan Notes"	£3,087,988 unsecured loan notes 2016 of BidCo, a subsidiary of the Company, to be constituted by the B Loan Note Instrument
"B Loan Note Instrument"	the instrument constituting the B Loan Notes to be entered into on or around the Investment Date as the same may be amended supplemented or replaced from time to time
"B Ordinary Shares"	the B Ordinary Shares of £0.001 each in the capital of the Company having the rights set out in Articles 4, 5 and 6
"Business Day"	any day (other than a Saturday or Sunday) on which banks are open in London for normal banking business
"C Loan Notes"	£6,291,576 unsecured loan notes 2016 of BidCo, a subsidiary of the Company, to be constituted by the C Loan Note Instrument
"C Loan Note Instrument"	the instrument constituting the C Loan Notes to be entered into on or around the Investment Date as the same may be amended, supplemented or replaced from time to time
"Companies Act 1985"	the Companies Act 1985 (as amended from time to time)
"Companies Act 2006"	the Companies Act 2006 (as amended from time to time)
"Controlling Interest"	an interest (as defined in section 820 to 825 Companies Act 2006) in shares in the Company conferring in aggregate more than 35% of the total voting rights normally exercisable at a general meeting of the Company
"connected person"	the meaning given to that expression in section 993 of the Income and Corporation Taxes Act 2007 and "connected with" shall be construed accordingly

"C Ordinary Shares"	the C Ordinary Shares of £0.001 each in the capital of the Company having the rights set out in Articles 5.1, 5.5 and 6
"Deferred Shares"	the Deferred Shares of £0.001 each in the capital of the Company having the rights set out in Articles 5.1 and 5.7
"D Loan Notes"	£46,267.517 unsecured loan notes 2016 of BidCo, a subsidiary of the Company, to be constituted by the D Loan Note Instrument
"D Loan Note Instrument"	the instrument constituting the D Loan Notes to be entered into on or around the Investment Date as the same may be amended, supplemented or replaced from time to time
"electronic address"	any address or number used for the purposes of sending or receiving documents or information by electronic means
"electronic form" and "electronic means"	the meaning given in section 1168 of the Companies Act 2006
"Employee Trust"	any trust established by the Company for the benefit of employees and/or any of the persons referred to in section 743 Companies Act 1985 and which has been approved by an Investor Majority
"Equity Proceeds"	<p>(i) on a Listing, the valuation placed upon the whole of the Equity Shares as conclusively certified (at the cost of the Company) by the sponsoring broker, calculated on the basis of the issue price referred to in the prospectus (or listing particulars) published in connection with the Listing, LESS the gross amount of any new money raised by the Company from the subscription for new shares issued by the Company at the time of and in connection with the Listing and LESS the costs and expenses of the Listing; and</p> <p>(ii) on a Share Sale, the price paid for all the Equity Shares (and not, for the avoidance of doubt, any amount to be provided by a purchaser to procure the repayment by any member of the Group of any bank debt or other borrowings (including the A Loan Notes, the B Loan Notes, the C Loan Notes, the D Loan Notes and all amounts payable under the Bank Facility Documents) calculated by reference to the price paid upon such sale PLUS the cash value of any other sum (in cash or otherwise) received or receivable by the</p>

holders of the Equity Shares (or any of them) which can reasonably be regarded as an addition to the price for the Equity Shares (which is paid at the time of the Share Sale) and to the extent that the consideration for the Share Sale includes shares or loan notes which is paid at the time of the Share Sale, its value shall be the present value of such consideration at or immediately prior to the Share Sale **LESS** the costs and expenses of shareholders in connection with the Share Sale. For clarity, Equity Proceeds on a Share Sale shall not mean the enterprise value; and

- (iii) on a Liquidation, a sum equal to the total amount that is available for distribution amongst the holders of Equity Shares

"Equity Shares"

the A Ordinary Shares, B Ordinary Shares and, C Ordinary Shares in the capital of the Company from time to time but excluding, on a Listing, any ordinary shares issued at the time of the Listing in order to raise money for the Company for whatever reason

"Event of Default"

shall have the same meaning as that given to the same term in the Investment Agreement

"Facility Documents"

as defined in the Investment Agreement

"Fair Value"

the value per Share as agreed between the Board (with the approval of the Investor Director (or if no such person is appointed, with the approval of an Investor Majority)) and the Vendor or, in the absence of agreement within 15 Business Days of the Transfer Event, by the Auditors in accordance with **Article 14**.

"Financial Underperformance"

shall have the same meaning as that given to the same term in the Investment Agreement

"Financial Year"

an accounting period in respect of which the Company prepares its accounts in accordance with the relevant provisions of the Companies Act 1985

"FSMA"

the Financial Services and Markets Act 2000 (as amended from time to time)

"Good Leaver"

any person who becomes a Leaver as a result of

- (i) his death;
- (ii) retirement at normal retirement age;

- (iii) Serious Ill Health;
- (iv) his dismissal in circumstances amounting to wrongful dismissal; or
- (v) solely in respect of C Ordinary Shares held by such person, and not, for the avoidance of doubt, in respect of B Ordinary Shares held by such person, if he shall give 12 months' notice of termination of his employment with the relevant Group Company at any time after the second anniversary of the Investment Date and shall work the full 12 months notice so given

or where the Board (with the consent of an Investor Director (or where no such person is appointed an Investor Majority)) within 30 days of cessation of employment agrees he is to be treated as a Good Leaver either in respect of the B or C Ordinary Shares held by such person or both

"Group"	the Company and its subsidiary undertakings from time to time and references to "member of the Group" and "Group Company" shall be construed accordingly
"hard copy form"	the meaning given in Section 1168 Companies Act 2006
"holder"	in respect of any share in the capital of the Company, the person or persons for the time being registered by the Company as the holder of that share
"Investment Agreement"	the investment agreement dated on or around the date of adoption of these Articles and made between the (1) the Company (2) BidCo (3) the Managers (as defined therein) and (4) the Investors (as defined therein) as the same may be supplemented, varied or amended from time to time
"Investment Date"	the date of completion of the Investment Agreement
"Investors"	the Investors as defined in the Investment Agreement (including any additional or replacement Investor who is joined as an Investor in a deed of adherence executed in accordance with the Investment Agreement)
"Investor Director"	a director appointed pursuant to Article 20
"Investor Group"	in relation to each Investor: <ul style="list-style-type: none"> (i) the Investor or any subsidiary or holding

company of the Investor or subsidiary of a holding company of the Investor (each a **"Relevant Person"**) or

- (ii) any partnership (or the partners in any such partnership) of which any Relevant Person is general partner, manager, consultant or adviser or
- (iii) any unit trust or other fund of which any Relevant Person is trustee, manager, consultant or adviser or
- (iv) any unit trust, partnership or other fund, the managers of which are advised by any Relevant Person or
- (v) any nominee or trustee of any Relevant Person or
- (vi) any person or firm, authority or organisation (whether or not incorporated) which is the successor in title to, or in whom is vested, or by whom responsibility is assumed for the whole or a substantial part of the functions, assets and liabilities of a Relevant Person

"Investor Majority"

the holders of more than 50% of the A Ordinary Shares for the time being (whether through nominees or otherwise)

"Issue Price"

in the case of the B Ordinary Shares £1.00 per B Ordinary Share

"ITEPA"

the Income Tax (Earnings and Pensions) Act 2003

"LDC"

Lloyds TSB Development Capital Limited (registered number. 1107542)

"Leaver"

any member holding, or former member who previously held, B Ordinary Shares or, as the case may be, C Ordinary Shares, who ceases for any reason whatsoever (including death or as a result of a Group Company ceasing to be a subsidiary of the Company) to be a director or employee of (or consultant under a contract for services with) any member of the Group

"Liquidation"

the winding up or liquidation of the Company

"Listing"

the admission by the Financial Services Authority in its capacity as the UK Listing Authority of any part of the share capital of the Company to the Official List of London Stock Exchange plc or the admission by London Stock Exchange plc of any part of the share capital of the Company to

	trading on the Alternative Investment Market of London Stock Exchange plc or the admission by any recognised investment exchange of any part of the share capital of the Company, and, in each case, such admission becoming effective
"Loan Notes"	the A Loan Notes, the B Loan Notes, the C Loan Notes and the D Loan Notes
"Loan Note Instruments"	the A Loan Note Instrument, the B Loan Note Instrument, the C Loan Note Instrument and the D Loan Note Instrument
"member"	a registered holder of Shares
"Realisation"	a Share Sale, Listing or Liquidation
"Realisation Date"	the date when the Realisation completes or becomes effective
"recognised investment exchange"	the meaning given to that expression in section 285(1) FSMA
"Remuneration Committee"	as defined in clause 16.1 of the Investment Agreement
"Sale"	the transfer (other than a transfer permitted under Articles 10.1 and 10.2) of any interest in the Equity Shares to any person (whether by one transaction or by a series of transactions) resulting in that person alone or together with persons acting in concert with such person having the right to exercise a Controlling Interest
"Senior Discharge Date"	the date on which all monies owed pursuant to the Facility Documents are repaid
"Senior Facility Agreement"	the senior facilities agreement dated on or around the same date as these Articles were adopted between (1) the Company (2) BidCo (3) the Companies listed in part 1 of Schedule 1 of such Agreement (as original borrowers) (4) the Companies listed in part 1 of Schedule 1 (as original guarantors) (5) Barclays Leveraged Finance, HSBC Bank plc, National Australia Bank and The Royal Bank of Scotland PLC (as Arrangers) (6) the financial institutions listed in Part 2 of Schedule 1 (as original lenders) (7) Barclays Bank plc (as Agent) (8) Barclays Bank plc (as Security Agent) as the same may be amended, supplemented or released from time to time
"Serious Ill Health"	an illness or disability certified by a general medical practitioner (nominated or approved by the Investor Director (or if no such person is appointed, by an Investor Majority)) as rendering

the departing employee, consultant or director incapable of carrying out such role for the foreseeable future save to the extent that such illness or disability has arisen or has been caused (directly or indirectly) as a result of drug, alcohol or solvent abuse

"Share Sale"

the sale (whether by one transaction or a series of connected transactions) of the Equity Shares other than to a new holding company of the Company which is inserted for the purposes of planning for a Realisation in which the share capital structure of the Company is replicated in all material respects

"Shares"

any shares in the capital of the Company

the "Statutes"

the Companies Acts as defined in section 2 of the Companies Act 2006 and every other statute, order, regulation, instrument or other subordinate legislation for the time being in force relating to companies and affecting the Company

"Third Party Purchaser"

an individual or a body corporate not being a holder of Shares or an "associate" (within the meaning of Section 435 Insolvency Act 1985) of a holder of Shares or any connected person of a holder of Shares

"Transferable Shares"

the A Ordinary Shares and the B Ordinary Shares

"Transfer Price"

in relation to a Transfer Notice given under a voluntary transfer pursuant to **Article 11** where the proposed purchaser specified in the Transfer Notice is not connected with any member of the Company, the Provisional Transfer Price (as defined at **Article 11.1.3**), but in all other cases the price agreed between the Board (with the agreement of the Investor Director) and the Vendor or, failing agreement, the fair value as determined by the Auditors pursuant to **Article 14** or such other value as may be provided for in **Article 13.4** or **13.5**

"Warehouse"

any or all of the Company, an Employee Trust or employees of any Group Company in such numbers and proportions of Shares as the Remuneration Committee may determine with the consent of the Investor Majority

2.2 Words and expressions defined in or having a meaning provided by the Statutes (but excluding any statutory modification not in force on the date of adoption of these articles) or the Investment Agreement will, unless the context otherwise requires, have the same meanings when used in these Articles.

2.3 References to any statute or statutory provision include, unless the context otherwise requires, a reference to that statute or statutory provision as modified,

replaced, re-enacted or consolidated and in force from time to time and any subordinate legislation made under the relevant statute or statutory provision.

- 2.4 Where the word "**address**" appears in these Articles it is deemed to include postal address and, where applicable, electronic address.

SHARE RIGHTS

3. AUTHORISED SHARE CAPITAL

The authorised share capital of the Company at the date of adoption of these Articles is £246,567.517 divided into :

- 3.1 200,000 A Ordinary Shares of £1.00 each;
- 3.2 300,000 B Ordinary Shares of £0.001 each; and
- 3.3 46,267,517 C Ordinary Shares of £0.001 each.

4. EQUITY SHARES

Except as otherwise provided in these Articles, the A Ordinary Shares and the B Ordinary Shares shall rank *pari passu* but they shall constitute separate classes of Shares.

5. SPECIFIC RIGHTS ATTACHING TO THE A ORDINARY SHARES, THE B ORDINARY SHARES, THE C ORDINARY SHARES

5.1 Dividends

- 5.1.1 Subject to **Article 5.1.2**, any profits which the Company (with the consent of an Investor Majority) determines to distribute in respect of any Financial Year shall, subject to the approval of (i) members of the Company in general meeting and (ii) an Investor Majority, be applied in distributing such profits amongst the holders of the A Ordinary Shares and B Ordinary Shares then in issue *pari passu* according to the number of such Shares held by them respectively as if they constituted a single class of share. The holders of the C Ordinary Shares and the Deferred Shares shall not be entitled to participate in such distribution of profits;
- 5.1.2 Any profits of the Company shall not be distributed in accordance with **Article 5.1.1** until such a time that all amounts owing under the Loan Notes have been repaid in full and in accordance with the terms of the Loan Note Instruments.

5.2 Capital

On a return of capital on liquidation or capital reduction or otherwise the surplus assets of the Company remaining after the payment of its liabilities shall be treated as a Realisation and the provisions of **Article 6** shall apply

5.3 Voting Rights attaching to the A Ordinary Shares

- 5.3.1 The holders of the A Ordinary Shares shall be entitled to receive notice of and to attend and speak at any general meetings of the Company. Subject to **Article 5.3.2**, the holders of A Ordinary Shares who (being

an individual) is present in person or by proxy or (being a corporation) 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 every A Ordinary Share of which he is the holder

5.3.2 In the event that a Financial Underperformance or Event of Default has occurred (collectively the "**Specified Circumstances**" and each a "**Specified Circumstance**") then after the expiry of 5 Business Days from the date on which such Specified Circumstance becomes known to an Investor Director the holders of the A Ordinary Shares shall for so long as such Specified Circumstance continues to subsist (without being remedied or waived) be entitled to exercise as a class on a poll ten times the total number of votes attached to all shares of any other class in issue on any resolution at any general meeting of the Company on the assumption that there has been no suspension of the voting rights attached to the B Ordinary Shares pursuant to **Article 5.4.2**.

5.3.3 After the expiry of 5 Business Days from the date on which the occurrence of the Specified Circumstance (as provided by **Article 5.3.2**) becomes known to an Investor Director, an Investor Director (or his alternate director) present at a meeting of the Board or committee of the Board of which the Investor Director is a member including the Remuneration Committee and the Audit Committee shall for so long as such Specified Circumstance continues to subsist without being remedied or waived be entitled to exercise such number of votes as is equal to one vote less than half of the total number of votes capable of being cast at any meeting of the Board or committee of the Board on any resolution of the Board or such committee including any vote to terminate a service agreement or employment contract of any person. Any Chairman's second or casting vote shall be suspended during such period

5.3.4 For so long as the Specified Circumstance remains outstanding and has not been waived or remedied, the quorum for meetings of the Board shall be reduced to one (PROVIDED ALWAYS that an Investor Director is present in person) and the quorum for general meetings of the members shall be reduced to one (PROVIDED ALWAYS that at least one member holding or representing the holders of A Ordinary Shares is present in person or by proxy).

5.3.5 The rights set out in **Articles 5.3.2 to 5.3.4** (inclusive) may be transferred (whether before or after a Specified Circumstance has arisen) in accordance with the provisions of **Article 29**.

5.4 **Voting Rights attaching to the B Ordinary Shares**

5.4.1 Subject to **Article 5.4.2**, the holders of the B Ordinary Shares shall be entitled to receive notice of and to attend and speak at any general meetings of the Company. The holders of B Ordinary Shares who (being individuals) are present in person or by proxy or (being corporations) are present by a duly authorised representative or by proxy shall, on a show of hands, have one vote each, and, on a poll, shall have one vote for each B Ordinary Share of which he is the holder.

5.4.2 The voting rights attached to B Ordinary Shares shall be suspended:

- 5.4.2.1 in respect of all B Ordinary Shares following the occurrence of an Event of Default and/or Financial Underperformance and the enhanced voting rights set out in **Article 5.3.2** apply for such period as such Event of Default or Financial Underperformance is outstanding and has not been remedied or waived; and/or
- 5.4.2.2 in relation to the relevant B Ordinary Shares only upon a Transfer Event (as defined in **Article 13.1**) occurring in respect of the holder of such B Ordinary Shares and for the purposes of this **Article 5.4.2.2** if an event referred to in **Articles 13.1.1 to 13.1.5** occurs such event shall be deemed to be a Transfer Event and the voting rights in respect of the relevant B Ordinary Shares shall be suspended unless and until the Investor Director (or, if none is appointed, an Investor Majority) notifies the Company in accordance with **Article 13.1** that such event is not a Transfer Event or until the entry in the register of members of the Company of another person as the holder of those Shares.

5.5 Rights attaching to the C Ordinary Shares

- 5.5.1 The holders of the C Ordinary Shares shall have no right to receive notice of or attend and vote at any general meeting of the Company.
- 5.5.2 In the event that a holder of C Ordinary Shares is a Bad Leaver then, unless the Investor Majority notifies the Company in writing otherwise within 3 months of the date on which such holder becomes a Bad Leaver that he is to be regarded as a Good Leaver, or, upon the Investor Majority within such period confirming the relevant conversion, all C Ordinary Shares held by that member shall be deemed to have converted into Deferred Shares on the date on which such member became a Bad Leaver. Any such notice must be served before a Realisation. The C Ordinary Shares shall not be transferable.
- 5.5.3 If a holder of C Ordinary Shares shall not have become a Leaver then on Exit and for the purposes of a distribution of Equity Proceeds pursuant to **Article 6.1** he shall be entitled to receive the sum of £1 x the number of C Ordinary Shares held by him.
- 5.5.4 If a holder of C Ordinary Shares shall become a Good Leaver then on Exit and for the purposes of a distribution of the Equity Proceeds pursuant to **Article 6.1**, he shall be entitled to receive:
 - 5.5.4.1 if he shall become a Leaver before the third anniversary of the Investment Date his entitlement shall be nil;
 - 5.5.4.2 if he shall become a Leaver between the third and fourth anniversaries of the Investment Date his entitlement shall be 25p x the number of C Ordinary Shares held by him;
 - 5.5.4.3 if he shall become a Leaver between the fourth and fifth anniversaries of the Investment Date his entitlement shall be 50p x the number of C Ordinary Shares held by him,

5 5.4.4 if he shall become a Leaver between the fifth and sixth anniversaries of the Investment Date his entitlement shall be 75p x the number of C Ordinary Shares held by him; and

5.5 4.5 if he shall become a Leaver after the sixth anniversary of the Investment Date his entitlement shall be £1 x the number of C Ordinary Shares held by him.

5 5 5 If the provisions of **Articles 5.5.2 or 5.5.3** shall apply the members shall immediately prior to a Realisation pass such resolutions or take any other requisite actions so that the number of C Ordinary Shares held by the relevant member shall be converted into Deferred Shares so that effect is given to the provisions of **Article 6.1**.

5 6 **Rights attaching to the Deferred Shares**

The holders of the Deferred Shares shall have no right to receive notice of or attend and vote at any general meeting of the Company and on a return of capital on a liquidation or otherwise shall have the right to 1p in total as a class for all the Deferred Shares in issue and the Board may authorise any Director as attorney for and on behalf of the holders of the Deferred Shares to execute and deliver (a) stock transfer form(s), and such other documentation necessary to transfer all the Deferred Shares, in favour of the Company for no valuable consideration. The Deferred Shares shall otherwise not be transferable.

6. **REALISATION**

6 1 On a Realisation the Equity Proceeds shall be distributed as follows

6.1.1 the first £85,000,000 of Equity Proceeds shall be distributed between the holders of the Equity Shares in the following proportions.

Holders of A Ordinary Shares (as a class)	45.5%
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Holders of C Ordinary Shares (as a class) and B Ordinary Shares (as a class) (taken together)	54.5%
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provided that of the amount to be distributed to the holders of the B Ordinary Shares and C Ordinary Shares, each holder of C Ordinary Shares shall be entitled to receive, in priority to the holders of the B Ordinary Shares, a sum equal to his entitlement pursuant to **Article 5.5** and if the Equity Proceeds are not sufficient to pay these amounts in full the distribution to the holders of C Shares shall be pro rata to the entitlement of each holder of the C Ordinary Shares

6.1.2 thereafter any further Equity Proceeds shall be distributed to the holders of the B Ordinary Shares until such holders of B Ordinary Shares (as a class) have received a sum equal to £50,000,000;

6.1 3 thereafter any further Equity Proceeds shall be distributed between the holders of the Equity Shares in the following proportions

Holders of A Ordinary Shares 40%
(as a class)

Holders of B Ordinary Shares (as a class) 60%

6.2 Members holding A Ordinary Shares entitled to receive Equity Proceeds pursuant to these Articles shall be entitled amongst themselves to receive the same pro rata to their respective holdings of such Shares;

6.3 Members holding B Ordinary Shares and C Ordinary Shares entitled to receive Equity Proceeds pursuant to these Articles shall be entitled amongst themselves to receive the same pro rata to their respective holdings of such Shares, save as expressly provided in these Articles.

6.4 To the extent that:

6.4.1 on a Share Sale any sum is received or receivable by the holders of Equity Shares (or any of them) which can reasonably be regarded as an addition to the price for the Equity Shares which is not paid at the time of the Share Sale or the consideration for the Share Sale includes shares or loan notes which is not paid at the time of the Share Sale; and/or

6.4.2 the consideration for the Share Sale includes an element of deferred or contingent consideration

in each case the value thereof shall be its value at the time of payment thereof and shall be deemed to be Equity Proceeds and distributed pursuant to **Article 6.1** as if it were consideration paid at the time of the Share Sale and aggregated with the amount of the Equity Proceeds at that time

6.5 If any element of the Equity Proceeds comprises shares and/or loan notes and falls to be distributed to the holders of shares of more than one class pursuant to the provisions of **Articles 6.1.1, 6.1.2 or 6.1.3**, such shares and/or loan notes (together with any cash which is to be distributed) shall be distributed pro rata to the entitlements of the holders of shares of each such class pursuant to the relevant Article.

7. **VARIATION OF RIGHTS**

7.1 Whenever the share capital of the Company is divided into different classes of share, the special rights attached to any such class may only be varied (either whilst the Company is a going concern or during or in contemplation of a winding-up) either (i) with the consent in writing of the holders of more than three-fourths of the issued shares of that class, or (ii) with the sanction of a special resolution passed at a separate general meeting of the holders of that class.

7.2 Unless approved in writing by an Investor Majority the rights conferred upon the holders of the A Ordinary Shares shall be deemed to be varied by the following:

7.2.1 any variation in the authorised or issued share capital of the Company or any Group Company or the creation or the granting of any options or other rights to subscribe for, or convert into, shares of the Company or any Group Company or the variation of the rights attaching to such shares other than in each case as contemplated by these Articles,

- 7 2 2 the reduction of the Company's share capital, share premium account, capital redemption reserve or of any uncalled liability in respect of partly paid shares or the purchase by the Company of any of its own shares;
 - 7 2 3 the amendment of any provisions of the memorandum of association or articles of association of the Company or any Group Company;
 - 7 2 4 the amendment of any provision of any of the Bank Facility Documents;
 - 7.2.5 the redemption of any loan notes of the Company,
 - 7 2.6 the capitalisation of any undistributed profits (whether or not the same are available for distribution and including profits standing to the credit of the reserve) or any sums standing to the credit of the share premium account or capital redemption reserve fund of the Company;
 - 7.2 7 save where to do otherwise would be a breach of directors' fiduciary duties the taking of any steps to wind up the Company or any other Group Company,
 - 7.2 8 any disposal of the whole or substantially the whole of the business of the Company or any Group Company or any of the shares in any Group Company,
 - 7.2.9 the declaration, making or payment of any dividend or other distribution to the holders of the Shares;
 - 7 2.10 any change in the accounting reference date of the Company,
 - 7.2 11 the appointment or removal of auditors to the Company (other than reappointment of an existing auditor);
 - 7.2 12 the appointment or removal of any director or (other than in accordance with these Articles) chairman of the Company;
 - 7 2 13 by the acquisition of any interest in any share in the capital of any company by the Company or any of its subsidiaries;
 - 7.2.14 by the establishment of any employee share option scheme other than an Employee Trust;
 - 7 2.15 by the calling of a meeting of the Company to effect or approve any matter which would by virtue of this Article be a variation of the class rights of the A Ordinary Shares,
 - 7.2.16 by the creation by the Company or any of its subsidiaries 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); or
 - 7.2.17 any Sale or Listing
- 7.3 None of the following events shall constitute a variation or abrogation of the rights attaching to any class of shares other than the rights of the holders of the A Ordinary Shares:

- 7.3 1 the allotment of any shares which will rank *pari passu* in all respects with any existing class of shares;
 - 7.3.2 an offer to the holders of any class of shares of the right to receive new shares of that class, credited as fully paid, instead of the whole or any part of a cash dividend recommended or resolved by the Board;
 - 7.3.3 any amendment to these Articles where authorised by special resolution of the Company.
- 7.4 **Article 7.1** shall not apply to the B Ordinary Shares or the C Ordinary Shares in the event that a Specified Circumstance has occurred and the Investor Majority has so resolved in writing that **Article 7.1** will not apply and notified the Company accordingly.
8. **ALLOTMENT OF SHARES**
- 8.1 Subject to **Articles 7.2, 7.3, 7.4, 8.2, 8.5** and **8.6** any Shares of the Company for the time being unissued shall be under the control of the directors, who are unconditionally authorised for the purposes of Section 80 of the Companies Act 1985 generally to exercise any power of the Company at any time during the period ending on the fifth anniversary of the Investment Date to allot any relevant securities (as defined by Section 80(2) of the Companies Act 1985) up to an amount equal to an amount of the authorised share capital of the Company as at the date of adoption of these Articles from time to time unissued but may make an offer or agreement before the fifth anniversary of the Investment Date which will or might require relevant securities (as defined in Section 80(2) of the Companies Act 1985) to be allotted after such date.
- 8 2 Shares allotted pursuant to **Article 8.1** shall save as otherwise agreed by an Investor Majority be allotted to the subscribers referred to in the Investment Agreement with such subscription being of the class and number of shares and at the price per share referred to in the Investment Agreement.
- 8.3 Save for an allotment pursuant to **Article 8.2** the directors shall not without the authority of the Company in general meeting, any consent required under **Article 7.2.1** and the execution of any deed of adherence required by the Investment Agreement allot any shares in the capital of the Company.
- 8 4 No share shall be allotted to any person referred to in **Article 9** in respect of whom a transfer could be refused to be registered.
- 8.5 Subject to the foregoing and to **Article 8.6** and unless otherwise agreed by the Investor Majority:-
- 8.5.1 all unissued shares (whether forming part of the original or any increased capital) shall, before issue, be offered on identical terms to the members in proportion as nearly as circumstances admit (fractions being disregarded) to the number of the existing issued A Ordinary Shares and B Ordinary Shares of which they are the holders pro rata;
 - 8.5.2 any offer under **Article 8.5.1** shall be made by notice specifying the number and class of shares and the price at which the same are offered and limiting the time (being not less than five Business Days unless the member to whom the offer is to be made otherwise agrees) within which the offer, if not accepted, shall be deemed to be declined.

- 8 6 Prior to, and as a condition precedent of, the allotment and issue of any Shares to a director or employee or prospective director or employee of any Group Company, the proposed allottee shall be required to enter into a joint election with the Company (or his employing Group Company if different) under section 431 ITEPA and (if so requested by the Board) an indemnity in favour of the Company (or his employing Group Company if different) in respect of income tax, "PAYE" and employee's and so far as lawfully possible employer's national insurance contributions arising in respect of such allotment in such form and content reasonably required by the Investor Directors (or if none have been appointed by an Investor Majority).
- 8 7 The provisions of **Article 8.5** will not apply in the event that a Specified Circumstance has occurred and if the Investor Majority has so resolved in writing that **Article 8.5** will not apply and notified the Company accordingly
- 8 8 Section 89(1) and Sections 90(1) to (6) (inclusive) of the Companies Act 1985 shall not apply to any allotment of equity securities (as defined in Section 94 of the Companies Act 1985) in the Company.

TRANSFER OF SHARES

9 GENERAL

- 9.1 No transfer of any share in the capital of the Company shall be made or registered unless such transfer complies with the provisions of these articles and the transferee has, if so required by the terms of the Investment Agreement, first entered into a deed of adherence pursuant to the Investment Agreement. Subject thereto, the Board shall sanction any transfer so made unless (i) the registration thereof would permit the registration of a transfer of shares on which the Company has a lien (ii) the transfer is to a minor or (iii) the Board is otherwise entitled or required to refuse to register such transfer pursuant to these Articles.
- 9.2 For the purposes of these articles the following shall be deemed (but without limitation) to be a transfer by a holder of shares in the Company:
- 9 2.1 any direction (by way of renunciation or otherwise) by a holder entitled to an allotment or transfer of shares that a share be allotted or issued or transferred to some person other than himself; and
- 9.2.2 any sale or any other disposition of any interest in a share (including any voting right attached to it), (i) whether or not by the relevant holder, (ii) whether or not for consideration, and (iii) whether or not effected by an instrument in writing.
- 9 3 Prior to, and as a condition precedent of, the registration of any transfer of any Shares to any director or employee, or prospective director or employee, of any Group Company, the prospective transferee shall be required to enter into a joint election with the Company (or if different his employing Group Company) under section 431 ITEPA and a form of indemnity as referred to in **Article 8.6** on the same basis as if such transfer was an allotment of Shares Pending the making of such election and/or entering into such indemnity the Directors shall refuse to register any such transfer without the prior written consent of an Investor Majority

10 PERMITTED TRANSFERS

Notwithstanding the provisions of any other Article, the transfers set out in this **Article 10** shall be permitted without restriction and the provisions of **Articles 11** (Voluntary Transfers) and **12** (Change of Control) shall have no application.

10.1 Permitted transfers by Investors

10.1.1 Any Investor or any member of the Investor's Group (or any person to whom any of them may have transferred shares pursuant to this **Article 10**, or any subsequent transferee of such shares) shall be entitled to transfer all or any of its Shares:-

- 10.1.1.1 to the beneficial owner or owners in respect of which the transferor is a nominee, custodian or trustee or to any other nominee, custodian or trustee for such beneficial owner or owners;
- 10.1.1.2 to any unitholder, shareholder, partner, participant, manager or adviser (or any employee or director of, or any consultant to, any such manager or adviser or of or to any company or other entity in the same group as, or associated with, such manager or adviser, or to the trustees of any Family Trust of any such person) in or of any of the Investors or of any investment fund, collective investment scheme or any co-investment scheme which invests in parallel or co-invests with any of the Investors and in respect of which LDC, or any of its group companies or entities, or the transferor is the manager, adviser or administrator or a nominee or custodian;
- 10.1.1.3 to any other investment fund, collective investment scheme or co-investment scheme managed or advised by LDC, or any of its group companies or entities; or
- 10.1.1.4 to any other member of its Investor Group or to any other Investor;
- 10.1.1.5 to a nominee, custodian or trustee of, or to a member of the same group as, the transferor or any of the persons referred to in **Articles 10.1.1.2 to 10.1.1.4** (inclusive) of this **Article 10.1**;
- 10.1.1.6 to any person, body, firm or partnership whose business comprises to a material extent the holding for investment purposes of securities in and/or the provision of debt and other financial facilities to United Kingdom unlisted companies and includes any subsidiary, nominee, custodian or manager used by such person, firm or partnership to hold such investments or to make available such facilities provided that any such transfer or transfers shall not be in respect of more than 50% of the A Ordinary Shares;

10.1.2 The holders of the A Ordinary Shares shall be permitted to transfer or dispose of any voting rights attaching to the A Ordinary Shares

(whether arising pursuant to **Article 5.3.2** or otherwise) in accordance with **Article 29**.

- 10.1.3 Any A Ordinary Shares may be transferred to any holder of A Ordinary Shares

10 2 Permitted Transfers by all Shareholders

- 10.2.1 Subject to **Article 7.2.2** any holder may at any time transfer any Shares in accordance with the provisions of the Act to the Company.
- 10 2.2 Any holder may at any time transfer all or any of his Transferable Shares to any other person with the prior written consent of the Board and the Investor Director or (if one has not been appointed) an Investor Majority.
- 10.2.3 Any Transferable Shares may be transferred pursuant to **Article 12.5** and **12.6** (Drag along)
- 10.2 4 A Warehouse may transfer Transferable Shares to an employee of a Group Company in such numbers and in such proportions as the Remuneration Committee may direct (provided that a transfer to any Manager (as defined in the Investment Agreement) will also require approval of an Investor Majority)

11 VOLUNTARY TRANSFERS

- 11 1 Except as permitted under **Article 10** any holder who wishes to transfer Transferable Shares (the "**Vendor**") must first obtain the consent of the Investor Majority, and then shall give notice in writing (the "**Transfer Notice**") to the Company of his wish specifying:

- 11 1.1 the number and classes of Transferable Shares (the "**Sale Shares**") which he wishes to transfer;
- 11.1.2 the name of any third party to whom he proposes to sell or transfer the Sale Shares,
- 11.1.3 the price at which he wishes to transfer the Sale Shares (the "**Provisional Transfer Price**"); and
- 11.1.4 whether or not the Transfer Notice is conditional upon all, and not part only, of the Sale Shares so specified being sold pursuant to the offer hereinafter mentioned (a "**Total Transfer Condition**") and, in the absence of such stipulation, it shall be deemed not to be so conditional.

- 11.2 Where any Transfer Notice is deemed to have been given in accordance with these Articles, the deemed Transfer Notice shall be treated as having specified

- 11.2.1 that all the Sale Shares registered in the name of the Vendor shall be included for transfer,

- 11 2 2 that a Total Transfer Condition shall not apply

- 11.3 No Transfer Notice once given or deemed to be given in accordance with these Articles shall be withdrawn unless the Vendor is obliged to procure the making of an offer under **Articles 12.1** to **12.4** (tag along) and is unable to procure the

making of such an offer. In that event the Vendor shall be entitled to withdraw such Transfer Notice without liability to any person, prior to completion of any transfer.

11.4 The Transfer Notice shall constitute the Company the agent of the Vendor for the sale of the Sale Shares at the Transfer Price which will be as follows:

11.4.1 with the consent of the Board (to include the approval of the Investor Director (or if no such director is appointed an Investor Majority)), the Provisional Transfer Price specified in the Transfer Notice or such other price as may be agreed by the proposing transferor and the Board (to include the approval of the Investor Director);

11.4.2 in default of agreement under **Article 11.4.1**, the lower of:

11.4.2.1 the price per share specified in the Transfer Notice; and

11.4.2.2 if the Board or the proposing transferor elects within 15 Business Days after the date of service or deemed service of the Transfer Notice to instruct the Auditors for the purpose, the fair value of the shares the subject of the Transfer Notice as at the date of service or deemed service of the Transfer Notice and as determined in accordance with **Article 14**.

11.5

11.5.1 The Company shall forthwith upon receipt of a Transfer Notice or, where later, upon the determination of the Transfer Price give notice in writing to each of the holders of Transferable Shares (other than the Vendor and, if so required by notice to that effect signed by an Investor Majority, to the Warehouse informing them that the Sale Shares are available and of the Transfer Price. Such notice shall invite each holder to state, in writing within 20 Business Days from the date of such notice (which date shall be specified therein), whether he is willing to purchase any and, if so, how many of the Sale Shares which shall, if he so wishes, include an amount in excess of his Proportionate Entitlement as mentioned in **Article 11.5.2**. For the purposes of allocation of the Sale Shares, the Sale Shares shall be treated as offered:

11.5.1.1 (subject to **Article 13.4.6**) to all persons in the category set out in the corresponding line in column (2) in the table below;

11.5.1.2 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; and

11.5.1.3 to the extent not accepted by persons in column (3), finally to all persons (if any) in the category set out in the corresponding line in column (4) in the table below:

(1) Class of Share	(2) First Offer to	(3) Second Offer to	(4)
"A" Ordinary Shares	Members holding A Ordinary Shares	Warehouse	-
"B" Ordinary Shares	Warehouse	Members holding B Ordinary Shares	Members holding A Ordinary Shares

11.5.2 Subject always to the order of priorities set out in **Article 11.5.1** the Sale Shares shall be treated as offered on terms that, in the event of competition, the Sale Shares offered shall be sold to the holders accepting the offer in proportion (as nearly as may be) to their existing holdings of Transferable Shares of the class or classes to which the offer is made (the "**Proportionate Entitlement**"). It shall be open to each such holder to specify if he is willing to purchase Sale Shares in excess of his Proportionate Entitlement ("**Excess Shares**") and, if the holder does so specify, he shall state the number of Excess Shares.

11.5.3 Within three Business Days of the expiry of the invitation made pursuant to **Article 11.5.1** (or sooner if all holders of Shares to whom the invitation was made pursuant to **Article 11.5.1** have responded to the invitation and all the Sale Shares shall have been accepted in the manner provided in **Article 11.5.1**), the Company shall allocate the Sale Shares in the following manner:

11.5.3.1 if the total number of Sale Shares applied for is equal to or less than the available number of Sale Shares the Company shall allocate the number applied for in accordance with the applications; or

11.5.3.2 if the total number of Sale Shares applied for is more than the available number of Sale Shares, each holder shall be allocated his Proportionate Entitlement (or such lesser number of Sale Shares for which he may have applied) in the order of priorities set out in **Article 11.5.1**, applications for Excess Shares shall be allocated in accordance with such applications or, in the event of competition, (as nearly as may be) to each holder applying for Excess Shares in the proportion which Transferable Shares held by such holder bears to the total number of Transferable Shares held by all such holders applying for Excess Shares PROVIDED THAT such holder shall not be allocated more Excess Shares than he shall have stated himself willing to take,

and in either case the Company shall forthwith give notice of each such allocation (an "**Allocation Notice**") to the Vendor and each of the persons to whom Sale Shares have been allocated (a "**Member Applicant**") and shall specify in the Allocation Notice the place and time (being not later than ten Business Days after the date of the

Allocation Notice) at which the sale of the Sale Shares shall be completed.

- 11.6 Subject to **Article 11.7**, upon such allocations being made as set out in **Article 11.5**, the Vendor shall be bound, on payment of the Transfer Price, to transfer the Sale Shares comprised in the Allocation Notice to the Member Applicants named therein at the time and place therein specified free from any lien, charge or encumbrance. If he makes default in so doing, the chairman for the time being of the Company or, failing him, one of the Directors, or some other person duly nominated by a resolution of the Board for that purpose, shall forthwith be deemed to be the duly appointed attorney of the Vendor with full power to execute, complete and deliver in the name and on behalf of the Vendor a transfer of the relevant Sale Shares to the Member Applicant and any Director may receive and give a good discharge for the purchase money on behalf of the Vendor and (subject to the transfer being duly stamped) enter the name of the Member Applicant in the register of members as the holder or holders by transfer of the Shares so purchased by him or them. The Board shall forthwith pay the purchase money into a separate bank account in the Company's name and shall hold such money on trust (but without interest) for the Vendor until he shall deliver up his certificate or certificates for the relevant Sale Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate) to the Company when he shall thereupon be paid the purchase money.
- 11 7 If the Vendor shall have included in the Transfer Notice a Total Transfer Condition and if the total number of Sale Shares applied for by Member Applicants is less than the number of Sale Shares then the Allocation Notice shall refer to such provision and shall contain a further invitation, open for ten Business Days, to those persons to whom Sale Shares have been allocated to apply for further Sale Shares and completion of the sales in accordance with the preceding paragraphs of this **Article 11** shall be conditional upon the total Transfer Condition being complied with in full.
- 11.8 In the event of all the Sale Shares not being sold under the preceding paragraphs of this **Article 11** the Vendor may, at any time within three calendar months after receiving confirmation from the Company that the pre-emption provisions herein contained have been exhausted, transfer all the Sale Shares (if a Total Transfer Condition was included in the Transfer Notice) or any Sale Shares which have not been sold (if no Total Transfer Condition was so included in the Transfer Notice) to any person or persons at any price not less than the Transfer Price PROVIDED THAT:
- 11.8.1 the Board shall refuse registration of the proposed transferee unless the transfer has been approved in writing by the Investor Majority;
- 11.8.2 if the Transfer Notice contained a Total Transfer Condition, the Vendor shall not be entitled, save with the written consent of all the other shareholders of the Company, to sell hereunder only some of the Sale Shares comprised in the Transfer Notice to such person or persons;
- 11 8.3 any such sale shall be a bona fide sale and the Board may require to be satisfied in such manner as it may reasonably require that the Sale Shares are being sold in pursuance of a bona fide sale for not less than the Transfer Price without any deduction, rebate or allowance whatsoever to the purchaser and, if not so satisfied, may refuse to register the instrument of transfer; and

- 11.8.4 the Board shall refuse registration of the proposed transferee if such transfer obliges the Vendor to procure the making of an offer in accordance with **Articles 12.1 to 12.4**, until such time as such offer has been made and, if accepted, completed

12 **CHANGE OF CONTROL**

Tag along

- 12.1 Subject to **Article 12.2** if the effect of any transfer of Transferable Shares by a Shareholder (in **Articles 12.1 to 12.4** the "**Vendor**") would, if completed, result in the transferee together with persons acting in concert or connected with that transferee obtaining a Controlling Interest, the Vendor shall procure the making, by the proposed transferee of the Vendor's Shares, of a Come Along Offer to all of the other holders of Shares of the Company. Every holder or recipient of such offer, on receipt of a Come Along Offer, shall be bound within 20 Business Days of the date of such offer (which date shall be specified therein) either to accept or reject such offer in writing (and in default of so doing shall be deemed to have rejected the offer) Until such Come Along Offer has been made and completed the Board shall not sanction the making and registration of the relevant transfer or transfers.
- 12.2 The provisions of **Article 12.1** and **12.5** shall not apply to any transfer of Transferable Shares
- 12.2.1 made pursuant to the provisions of **Article 10** (other than **Articles 10.1.1.6** or **10.2.3**);
- 12.2.2 to any person who was an original party to the Investment Agreement,
- 12.2.3 to an associate of a holder of Transferable Shares or to any connected person of a holder of Transferable Shares; or
- 12.2 4 to the Employee Trust.
- 12 3 "**Come Along Offer**" means an unconditional offer, open for acceptance for not less than 20 Business Days, to purchase all of the Shares held by the recipients of a Come Along Offer or Shares which recipients may subscribe free from all liens, charges and encumbrances at a price calculated on the basis of the entire issued share capital of the Company and then distributed in accordance with **Article 6** (exclusive of stamp duty, stamp duty reserve tax and commission) (inclusive of the Transferable Shares giving rise to the obligation to make the Come Along Offer) within the period of one year prior to and on the proposed date of completion of such transfer of Shares.
- 12.4 In the event of disagreement, the calculation of the relevant Come Along Offer price shall be referred to the Auditors and **Article 28** shall apply

Drag along

- 12 5 If holders of Transferable Shares who together are entitled to cast more than 50% of the votes capable of being cast on a poll at a general meeting of the Company where such members include
- 12.5.1 the holders of an Investor Majority; and
- 12 5 2 the holders of 20 per cent of the B Ordinary Shares,

(together in **Articles 12.5 and 12.6** the "**Vendors**") wish to transfer their Transferable Shares in the Company (the "**Offer**") to a Third Party Purchaser (the "**Purchaser**"), then the Vendors shall also have the option to require all of the other holders of Shares, and any persons who become holders of Shares upon exercise of any options, warrants or other rights to subscribe for Shares which exist at the date of the Offer, to transfer all their Shares in the Company to the Purchaser, or as the Purchaser directs, by giving notice (the "**Drag Along Notice**") to that effect to all such other holders (the "**Called Shareholders**") specifying that the Called Shareholders are, or will, in accordance with this **Article 12.5** and **Article 12.6**, be required to transfer their Shares pursuant to **Article 12.5** and **Article 12.6** free from all liens, charges and encumbrances and at a price calculated on the basis of the entire issued share capital of the Company and then distributed in accordance with **Article 6** (the "**Transfer Price**").

- 12.6 If the Called Shareholders (or any of them) shall make default in transferring their Shares pursuant to **Article 12.5**, the provisions of **Article 11.6** (references therein to the Vendor, Sale Shares, Allocation Notice and Member Applicant being read as references to the holder making such default, the Shares in respect of which such default is made, the Drag Along Notice and the Purchaser respectively) shall apply to the transfer of such Shares mutatis mutandis but the Transfer Price shall be the price offered for such Shares as set out in **Article 12.5** and the provisions of **Article 11.7** shall not apply.

13. **COMPULSORY TRANSFERS**

- 13.1 In this **Article 13**, a "**Transfer Event**" means, in relation to any member:

- 13.1.1 a member who is an individual:

13.1.1.1 becoming bankrupt; or

13.1.1.2 dying;

unless the Investor Director (or, if none is appointed, an Investor Majority) notifies the Company within three months of the matters coming to his attention that such event is not a Transfer Event in relation to that member for the purposes of this **Article 13.1**;

- 13.1.2 a member making any arrangement or composition with his creditors generally unless the Investor Director (or, if none is appointed, an Investor Majority) notifies the Company within three months of the matter coming to his attention that such event is not a Transfer Event in relation to that member for the purposes of this **Article 13.1**;

- 13.1.3 a member which is a body corporate:

13.1.3.1 having a receiver, manager or administrative receiver appointed over all or any part of its undertaking or assets; or

13.1.3.2 having an administrator appointed in relation to it; or

13.1.3.3 entering into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction); or

13 1.3.4 having any equivalent action taken in any jurisdiction; or

13.1.3.5 any person, firm or entity which is not a member of the body corporate as at the Investment Date obtaining a Controlling Interest of the body corporate,

unless the Investor Director (or, if none is appointed, an Investor Majority) notifies the Company within three months of the matter coming to his attention that such event is not a Transfer Event in relation to that member for the purpose of this **Article 13.1**;

13 1.4 a member or former member who is an individual and who is or was previously a director or employee of a member of the Group ceasing to hold such office or employment (or where he provided his services pursuant to a contract for services, such contract is determined) unless the Investor Director (or if none is appointed, an Investor Majority) notifies the Company within three months of the matter coming to his (or its) attention that such event is not a Transfer Event in relation to that member for the purposes of this **Article 13.1**,

13 1.5 a member attempting to deal with or dispose of any B Ordinary Share or any interest in it otherwise than in accordance with these Articles unless the Investor Director notifies the Company within three months of the matter coming to his attention that such event is not a Transfer Event in relation to that member for the purposes of this **Article 13.1**

13.2 Upon the happening of any Transfer Event in respect of B Ordinary Shares only, the member holding the B Ordinary Shares in question and any other member who has acquired B Ordinary 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 them and which in the case of a transferee of B Ordinary Shares were the B Ordinary Shares received directly or indirectly from the member who is the immediate subject of the Transfer Event (a "**Deemed Transfer Notice**") A Deemed Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the same B Ordinary Shares except for B Ordinary Shares which have then been validly transferred pursuant to that Transfer Notice

13 3 Notwithstanding any other provision of these articles, if an Investor Director so notifies the Board any member holding B Ordinary 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 B Ordinary Shares between the date of the relevant Deemed Transfer Notice and the entry in the register of members of the Company of another person as the holder of those B Ordinary Shares

13 4 The B Ordinary Shares the subject of any Deemed Transfer Notice shall be offered for sale in accordance with **Article 11** as if they were Sale Shares in respect of which a Transfer Notice had been given save that:

13 4.1 a Deemed Transfer Notice shall be deemed to have been given on the date of the Transfer Event or, if later, the date for expiry of notification to the Company by the Investor Director that the relevant event is not a Transfer Event;

- 13.4.2 subject to **Article 13.5**, the Transfer Price shall be a price per Sale Share agreed between the Vendor, the Board and the Investor Director or, in default of agreement, within 15 Business Days after the date of the Transfer Event, the Fair Value;
 - 13.4.3 a Deemed Transfer Notice shall be deemed not to contain a Total Transfer Condition and shall be irrevocable;
 - 13.4.4 the Vendor may retain any Sale Shares for which Purchasers are not found or, after the expiry of the relevant Offer Notice and with the prior written approval of the Investor Director, sell all or any of those Sale Shares to any person (including any member) as any price per Sale Share which is not less than the Transfer Price;
 - 13.4.5 the Sale Shares shall be sold together with all rights attaching thereto as at the date of the Transfer Event;
 - 13.4.6 if by the date of the agreement or determination of the Transfer Price pursuant to **Article 13.4.2** the Board and the Remuneration Committee shall not have agreed in respect of the offer of the Sale Shares to the Warehouse as to whether such Shares will be offered to the Employee Trust and/or employees of the Group and in what proportions, all such shares shall be offered to the Employee Trust.
- 13.5 The Transfer 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 13.1.4** shall be as follows:
- 13.5.1 if the Cessation Date (as defined in **Article 13.6**) is prior to the Senior Discharge Date and the date on which all amounts owing under the Loan Notes have been repaid in full and in accordance with the terms of the Loan Note Instruments, (a) in the case of a Bad Leaver, the Transfer Price shall be their Fair Value or, if less, the Issue Price of such B Ordinary Shares and (b) in the case of a Good Leaver their Fair Value;
 - 13.5.2 if the Cessation Date is on or after the Senior Discharge Date and the date on which all amounts owing under the Loan Notes have been repaid in full and in accordance with the terms of the Loan Note Instruments, the Transfer Price shall be the Fair Value of the B Ordinary Shares as at the Cessation Date unless the member ceases to be an employee or director or consultant due to summary dismissal or summary termination of his contract of employment or the contract under which he is engaged by the relevant Group Member, by reason of (a) fraud or (b) gross misconduct, in which case the Transfer Price shall be their Fair Value or if less, the Issue Price of such B Ordinary Shares.
- 13.6 For the purpose of **Article 13.1.4** the date upon which a member ceases to hold office or employment (or ceases to be a consultant) (the "**Cessation Date**") as described therein shall be:
- 13.6.1 where a contract of employment or directorship or contract for services (as the case may require) is terminated by the employer by giving notice to the employee of the termination of the employment or directorship or contract for services, the date that notice terminates unless 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 in which case the relevant date shall be the date payment in lieu is made;

13.6.2 where a contract of employment or directorship or contract for services is terminated by the employee or director or consultant by giving notice to the employer of the termination of the employment or directorship or consultancy (as the case may require), the date of termination of that notice;

13.6.3 save as provided in **Article 13.6.1** where an employer or employee wrongfully repudiates the contract of employment and the other accepts that the contract of employment has been terminated, the date of such acceptance;

13.6.4 where a contract of employment is terminated under the doctrine of frustration, the date of the frustrating event; and

13.6.5 where a contract of employment or directorship is terminated for any reason other than in the circumstances set out in **Articles 13.6.1** to **13.6.4** above, the date on which the action or event giving rise to the termination occurs.

14. **VALUATION OF SHARES**

14.1 In the event that the Auditors are required to determine the price at which Transferable Shares are to be transferred pursuant to these articles, such price shall be the amount the Auditors shall, on the application of the Board (which application shall be made as soon as practicable following the time it becomes apparent that a valuation pursuant to this **Article 14** is required), give their opinion in writing as to the price which represents a fair value for such Transferable Shares as between a willing vendor and a willing purchaser as at the date the Transfer Notice or deemed Transfer Notice is given. In making such determination, the Auditors shall not take any account of whether the Sale Shares comprise a majority or a minority interest in the Company nor the fact that transferability is restricted by these Articles (and shall assume that the entire issued share capital of the Company is being sold)

14.2 **Article 28** shall apply to any determination by the Auditors under this Article

14.3 In the event that the Auditors decline to accept an instruction to provide a valuation pursuant to this **Article 14**, then the price will be determined by a firm of independent chartered accountants, such accountants to be appointed by the Company with Investor Consent and such accountants shall be deemed to be included in the definition of "**the Auditors**" for the purposes of these Articles.

15 **COMPLIANCE**

15.1 For the purpose of ensuring (i) that a transfer of Shares is duly authorised under these articles or that (ii) no circumstances have arisen whereby a Transfer Notice is required to be or ought to have been given under these articles or (iii) whether an offer is required to be or ought to have been made under **Article 12.1**, the Board may require any member or the legal personal representatives of any deceased member or any person named as transferee in any transfer lodged for registration or such other person as the Board may reasonably believe to have information relevant to such purpose, to furnish to the Company such information and evidence as the Board may reasonably think

fit regarding any matter which they deem relevant to such purpose; including (but not limited to) the names, addresses and interests of all persons respectively having interests in the Shares from time to time registered in the holder's name.

- 15.2 Failing such information or evidence being furnished to enable the Board to determine to its reasonable satisfaction that no such Transfer Notice is required to be or ought to have been given, or that no offer is required to be or ought to have been made under **Article 12.1**, or that as a result of such information and evidence the Board is reasonably satisfied that such Transfer Notice is required to be or ought to have been given, or that an offer is required to be or ought to have been made under **Article 12**:

15.2.1 where the purpose of the enquiry by the Board was to establish whether a Transfer Notice is required to be or ought to have been given then unless any such person required to supply the relevant information pursuant to **Article 15.1** shall so supply such information within 21 days of a further request in writing from the Board so to do, a Transfer Notice shall be deemed to have been given by the holder of the relevant Shares in respect of such Shares; or

15.2.2 where the purpose of the enquiry by the Board was to establish whether an offer is required to be or ought to have been made under **Article 12.1** then unless any such person required to supply the relevant information pursuant to **Article 15.1** shall so supply such information within 21 days of a further request in writing from the Board so to do, the Shares held by or on behalf of the person or persons connected with each other or acting in concert with each other who has or have (as the case may be) obtained a Controlling Interest as is referred to in **Article 12.1**, such Shares shall cease to entitle the relevant holder or holders (or any proxy) to voting rights (whether on a show of hands or on a poll and whether exercisable at a general meeting of the Company or at a separate meeting of the class in question) otherwise attaching to such Shares or to any further shares issued in right of such Shares or in pursuance of an offer made to the relevant holders to the extent that will result in such person or persons only being able to control that percentage of the voting rights attaching to the Shares that such person or persons were in a position to control prior to the obligation to procure the making of an offer arising.

GENERAL

16. GENERAL MEETINGS

- 16.1 No business shall be transacted at any general meeting unless a quorum of holders is present at the time when the meeting proceeds to business and for its duration. Subject to **Article 5.3.5** two persons, being holders of Shares (at least one of whom must be a holder of A Ordinary Shares and one of whom must be a holder of B Ordinary Shares present in person, by proxy or by duly authorised representative (if a corporation), shall be the quorum at any general meeting. If a meeting is adjourned under regulation 41 of Table A because a quorum is not present, and at the adjourned meeting a quorum is not present within half an hour from the time appointed for that adjourned meeting, the holders then present shall form a quorum provided always that a holder of A Ordinary Shares and a holder of B Ordinary Shares are present, and regulation 41 of Table A shall be modified accordingly.

- 16.2 A poll may be demanded at a general meeting either by the chairman of the meeting or by any holder who is present in person, by proxy or by duly authorised representative (if a corporation) and who, in any such case, has the right to vote at the meeting, and regulation 46 of Table A shall be modified accordingly.

17. **WRITTEN RESOLUTIONS**

For the avoidance of doubt, but subject always to **Article 28**, where a Specified Circumstance is continuing and has not been remedied or waived, the voting rights attaching to the B Ordinary Shares shall be suspended and accordingly a written resolution signed by or on behalf of all of the holders of A Ordinary Shares shall be valid and binding on the Company and all of the members.

18. **REMOVAL OF DIRECTORS**

Save as provided in these Articles the office of any Director shall be vacated if:

- 18.1 (in the case of an executive Director only) he shall, for whatever reason, cease to be an employee of or consultant to the Company or any subsidiary of the Company and he does not remain an employee or consultant of a Group Company; or
- 18.2 (other than in the case of an Investor Director) all the other Directors request his resignation in writing,

and the provisions of regulation 81 of Table A shall be extended accordingly

19 **INVESTOR DIRECTORS AND CHAIRMAN**

- 19.1 An Investor Majority may from time to time appoint two people to be directors each with the title of investor director ("**Investor Director**" which expression shall, where the context so permits, include a duly appointed alternate of such a director) and from time to time remove any Investor Director from office.
- 19.2 Any appointment or removal of an Investor Director shall be in writing served on the Company signed by an Investor Majority and shall take effect at the time it is served on the Company or produced to a meeting of the Board, whichever is earlier. Any such appointment or removal by a corporation may be signed on its behalf by its duly authorised representative.
- 19.3 Notice of meetings of the Board shall be served on any Investor Director who is absent from the United Kingdom at the addresses for service of notice on each Investor under the Investment Agreement. The third sentence of regulation 88 shall not apply to any director.
- 19.4 Upon written request by an Investor Majority the Company shall procure that an Investor Director is forthwith appointed as a director of any other member of the Group to any committee of the Board or the board of any member of the Group.
- 19.5 Regulation 81(e) shall not apply to the Investor Directors or the Chairman.
- 19.6 Where any decision is to be made by any member of the Group in relation to the exercise, enforcement or waiver of its rights against any member holding B Ordinary Shares or C 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 Remuneration Committee 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.

- 19.7 An Investor Majority may from time to time, in addition to the Investor Directors, appoint any person to be a director and the chairman of the Board ("**Chairman**") and remove from the office of chairman and director a person so appointed in either case after consultation with the Board. **Article 19.2** shall apply to any such appointment or removal *mutatis mutandis*. Regulation 91 shall be modified accordingly. The fee payable to the Chairman shall be at such rate agreed between the Board and the Chairman (with the approval of an Investor Director) or in default of agreement such fee will be determined by an Investor Majority.
- 19.8 Notwithstanding any provision of these Articles to the contrary at no time shall the number of persons in office as directors of the Company as a result of their appointment by an Investor Majority pursuant to these Articles exceed the number of persons in office as directors of the Company other than pursuant to such appointment.
- 19.9 The Chairman shall not have a second or casting vote and regulation 88 of Table A shall be modified accordingly.
20. **ALTERNATE DIRECTORS**
- 20.1 The appointment by any Investor Director of an alternate director shall not be subject to approval by a resolution of the Board and regulation 65 of Table A shall be modified accordingly. In regulation 67 of Table A the words "but, if" and the words following them (to the end of that regulation) shall be deleted.
- 20.2 An alternate director shall not be entitled (as such) to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may, by notice in writing to the Company from time to time, direct, and the first sentence of regulation 66 of Table A shall be modified accordingly.
- 20.3 A director, or any such other person as is mentioned in regulation 65 of Table A, as modified by **Article 20.1** may act as an alternate director to represent more than one director, and an alternate director shall be entitled at any meeting of the Board (or of any committee of the Board) to one vote for every director whom he represents (in addition to his own vote (if any) as a director), but he shall count as only one for the purpose of determining whether a quorum is present at (and during) any such meeting.
21. **PROCEEDINGS OF DIRECTORS**
- 21.1 Subject to **Article 5.3.4** the quorum for meetings of the Board shall be two directors one of whom must be an Investor Director if one is appointed and one of whom must be a director who is a holder of B Ordinary Shares or is appointed (or removed) by a majority in number of the holders of the B Ordinary Shares, by notice to the Company. Article 19.2 shall apply *mutatis mutandis* to such appointment or removal. If a quorum is not present, a meeting shall be adjourned for a reasonable period, and reasonable notice (having regard to the matters to be discussed at the adjourned meeting) of the adjourned meeting shall be given, and at the adjourned meeting if a quorum is not present, those directors present shall constitute a quorum provided always that (unless an Investor Director consents otherwise) the only matters to be considered at such

adjourned meeting are those which were to be discussed at the initial meeting at which a quorum was not present

21.2 Any Director or member of a committee of the Board may participate in a meeting of the Board or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear and speak to each other, and any Director or member of a committee participating in a meeting in this manner shall be deemed to be present in person at such meeting

21.3 Except with the prior written consent of an Investor Director (or, in the event that there is no Investor Director, the prior written consent of an Investor Majority), a Director shall not vote on any resolution concerning a matter in which he has, directly, any kind of interest or duty whatsoever, save in respect of the matters specified in paragraphs (a) to (d) (inclusive) of regulation 94 of Table A which shall be modified accordingly. Reference in regulation 98 to the "Chairman" shall be construed as a reference to the "Investor Director" for so long as one is appointed

22. **OBSERVERS**

22.1 At any time whilst there is one or no Investor Director in office an Investor Majority may by notice in writing to the Company appoint any person or persons to attend and speak at, but not vote at all meetings of the Board and/or committees of the Board (each an "**Observer**") in addition to the Investor Directors and to remove the same

22.2 An Observer (when appointed) shall be entitled to receive copies of all notices and other information supplied to Directors at the same time that such information is supplied to the Directors

22.3 Any Observer who has been appointed shall forthwith cease to be entitled to receive notice of or attend or otherwise participate in meetings of the Board upon his removal by an Investor Majority.

22.4 The reasonable out of pocket costs and expenses of the Observers shall be paid by the Company.

23. **THE SEAL**

23.1 If the Company has a seal it shall only be used with the authority of the Board or of a committee of the Board. The Board may determine who shall sign any instrument to which the seal is affixed and, unless otherwise so determined, it shall be signed by a Director and by the secretary or a second Director. The obligation under regulation 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal.

23.2 The Company may exercise the powers conferred by the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Board

24. **INDEMNITY**

Subject to the provisions of the Act, every Director or other officer of the Company (other than the Auditors) shall be indemnified out of the assets of the Company against all costs, charges, expenses, losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise

in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by any court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company. No Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the proper execution of the duties of his office or in relation thereto. This **Article 24** shall only have effect in so far as its provisions are not avoided by the Act. The Board shall have power to purchase and maintain for any Director or other officer of the Company and the Auditors insurance against any liability which, by virtue of any rule of law, would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company

25. LIEN

The lien conferred by regulation 8 of Table A shall attach to all shares, whether or not fully paid up and to all shares registered in the name of any person indebted or under liability to the Company (whether he shall be the sole registered holder of such shares or shall be one of two or more joint holders) and shall be for all moneys owing on any account whatsoever to the Company.

26. AUDITORS DETERMINATION

26.1 If any matter under these Articles is referred to the Auditors for determination then the Auditors shall act as experts and not as arbitrators and their decision shall be conclusive and binding on the Company and all the holders of Shares (in the absence of fraud or manifest error).

26.2 The costs of Auditors shall be borne by the Company unless the Auditors shall otherwise determine.

27. TRANSFER OF VOTING RIGHTS

The Investors may at any time (and whether before or after a Specified Circumstance has arisen) elect by notice in writing to the Company to transfer:-

27.1 any or all of the enhanced voting rights (but not the economic rights) attaching to the A Ordinary Shares pursuant to **Article 5.3.2**; and/or

27.2 the weighted voting rights accruing to the Investor Director(s) pursuant to **Article 5.3.3**;

to such person or persons as the Investor Majority deems fit and with effect from the service of such notice all such voting rights shall become vested in the person stated in the notice to the exclusion of the holders of the A Ordinary Shares and/or the Investor Directors (as the case may require).

28. DOCUMENTS SENT IN ELECTRONIC FORM OR BY MEANS OF A WEBSITE

28.1 Where the Statutes permit the Company to send documents or notices to its members in electronic form or by means of a website, the documents will be validly sent provided the Company complies with the requirements of the Statutes

28.2 Subject to any requirement of the Statutes, documents and notices may be sent to the Company in electronic form to the address specified by the Company for

that purpose and such documents or notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified

29 **NOTICES**

- 29 1 In regulation 112 of Table A, the words "first class" shall be inserted immediately before the words "post in a prepaid envelope". Regulation 112 of Table A shall be amended accordingly.
- 29 2 Where a notice has sent by first class post the notice shall be deemed to have been given at the expiration of 24 hours after the envelope containing the same is posted. Where a notice is sent in electronic form, the notice shall be deemed to have been given at the expiration of 24 hours after the time of transmission. Regulation 115 of Table A shall be amended accordingly.
- 29 3 Where a notice is sent by making it available on a website, the notice shall be deemed to have been given either when it was first made available on the website or when the holder of shares received or was deemed to have received notice of the fact that the notice was available on the website.
- 29.4 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least one national daily newspaper and such notice shall be deemed to have been duly served on all holders of Shares entitled thereto at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable

30 **DIRECTORS' AUTHORISATION OF SITUATIONS IN WHICH A DIRECTOR HAS AN INTEREST**

- 30 1 The Directors may, subject to the provisions of this **Article 30** and **Article 31** and with the consent of the Investor Majority, at any time authorise a director to be involved in a situation in which the director has or may have a direct or indirect interest which conflicts or may conflict with the interests of the Company ("**a conflict of interest**") provided that:
- 30.1.1 in the case of a proposed appointment of a person as a director, the Directors authorise the conflict of interest before or at the time the director is appointed to office;
- 30.1.2 in the case of any other director the Directors authorise the conflict of interest at the time the conflict is declared to them in accordance with **Article 31**;
- 30.1.3 the director subject to the conflict of interest or any other interested director shall not vote and shall not be counted in the quorum in respect of the authorisation given under this **Article 30** and if he or any other interested director does vote, those votes shall not be counted;
- 30 1.4 the Directors may in their absolute discretion impose such terms or conditions on the grant of the authorisation as they think fit and in

doing so the Directors will act in such a way in good faith they consider will be most likely to promote the success of the Company;

- 30.1.5 a director will not be in breach of his duty under sections 172,174 and 175 of the Companies Act 2006 or the authorisation given by this **Article 30** by reason only that he receives confidential information from a third party relating to the conflict of interest which has been authorised by this **Article 30** and either fails to disclose it to the Directors or fails to use it in relation to the Company's affairs and neither will he be in breach of his duty under the said section 175 for anything done or omitted to be done by him in accordance with the provisions of these Articles; and
- 30.1.6 where approval to a transaction which falls within Chapter 4 of Part 10 of the Companies Act 2006 is given by members in accordance with that Chapter further authorisation for that transaction by the Directors under this **Article 30** is not necessary.
- 30.2 For the purposes of this **Article 30**, 'a conflict of interest' includes a conflict of interest and a conflict of duty and a conflict of duties which the director owes to the Company.

31. **DECLARATION OF DIRECTOR'S INTERESTS IN CONTRACTS**

A director who is in any way, whether directly or indirectly and whether for himself or through a person connected with him, interested in a contract, transaction or arrangement or proposed contract, transaction or arrangement with the Company and where relevant as a consequence of any situation arising from a conflict of interest within the meaning of **Article 30**, shall declare the nature of his interest in accordance with the Statutes.