

Company no. 6632596

**The Companies Act 2006**  
**Private company limited by shares**  
**Written resolutions**  
**of**  
**Leasedrive Group Limited**

TUESDAY



*16 March*

2011 (the "Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of Leasedrive Group Limited (the "**Company**") propose that

- resolution 1 below is passed as an ordinary resolution (the "**Ordinary Resolution**"), and
- resolution 2 below is passed as a special resolution (the "**Special Resolution**")

**Ordinary Resolution:**

**1 That**

- (i) the 1,464 D Ordinary Shares of £1 each in the capital of the Company held by Robert Whitrow,
- (ii) the 495 D Ordinary Shares of £1 each in the capital of the Company held by Dominic Moran,
- (iii) the 50 D Ordinary Shares of £1 each in the capital of the Company held by Kim Noble,
- (iv) the 50 D Ordinary Shares of £1 each in the capital of the Company held by Martin Deegan,
- (v) the 50 D Ordinary Shares of £1 each in the capital of the Company held by Anthony Dowdall,
- (vi) the 50 D Ordinary Shares of £1 each in the capital of the Company held by Antony Martin,
- (vii) the 50 D Ordinary Shares of £1 each in the capital of the Company held by Claire Atkinson,
- (viii) the 50 D Ordinary Shares of £1 each in the capital of the Company held by Paul Newman,
- (ix) the 50 D Ordinary Shares of £1 each in the capital of the Company held by Emma Vanderwolf,
- (x) the 50 D Ordinary Shares of £1 each in the capital of the Company held by Sean Farrell,

(xi) the 50 D Ordinary Shares of £1 each in the capital of the Company held by Joe Howick,

be and they are reclassified as 2,409 E Ordinary Shares of £1 in the capital of the Company having the rights set out in the articles of association to be adopted by the Company in resolution 2 (below), and

**Special Resolution:**

2 That the draft articles of association attached to this resolution be and they are adopted by the Company in substitution for, and to the exclusion of, its existing articles of association

**Important:**

**Please read the notes at the end of this document before signifying your agreement to the Ordinary Resolution and Special Resolution.**

The undersigned, being persons entitled to vote on the resolution on the Circulation Date (see Note 4), hereby irrevocably agree to the Ordinary Resolution and Special Resolution

Signed 

Name Roger Partridge

Date 16 March 2011

Signed 

Name Roderick Graham

Date 16 March 2011

Signed 

Name David Bird

Date 16 March 2011

Signed 

Name Peter Opperman

Date 16 March 2011

Signed

Name Sean Farrell

(xi) the 50 D Ordinary Shares of £1 each in the capital of the Company held by Joe Howick,

be and they are reclassified as 2,409 E Ordinary Shares of £1 in the capital of the Company having the rights set out in the articles of association to be adopted by the Company in resolution 2 (below), and

#### Special Resolution

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Signed

Name Roger Partridge

Date

Signed

Name Roderick Graham

Date

Signed

Name David Bird

Date

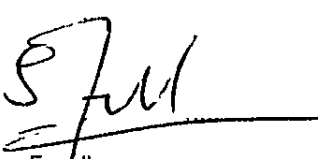
Signed

Name Peter Opperman

Date

Signed

Name Sean Farrell



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Date 16 March 2011

Signed

Name Joe Howick

Date

Signed



Name Robert Whitrow

Date 16 March 2011

duly authorised signatory  
for and on behalf of  
Lloyds Development Capital Limited

Date

duly authorised signatory  
for and on behalf of  
OBS 2008

Date

Date

Signed 

Name Joe Howick

Date 16/03/2011

Signed

Name Robert Whitrow

Date

duly authorised signatory  
for and on behalf of  
Lloyds Development Capital Limited

Date

duly authorised signatory  
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OBS 2008

Date 16 March 2011

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## Notes

- 1 You can choose to agree to both of the Ordinary Resolution and Special Resolution or none of them but you cannot agree to only one of them. If you agree to all of the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods
  - By hand (by delivering the signed copy to Osborne Clarke, Apex Plaza, Forbury Road, Reading RG1 1AX marked for the attention of Lisa Maundrell)
  - By post (by returning the signed copy to Osborne Clarke, Apex Plaza, Forbury Road, Reading RG1 1AX marked for the attention of Lisa Maundrell)
  - By fax (by faxing a signed copy to 0118 9252712 marked for the attention of Lisa Maundrell)
  - By email (by attaching a scanned copy of the signed document to an email and sending it to [lisa.maundrell@osborneclarke.com](mailto:lisa.maundrell@osborneclarke.com)) Please enter "Written resolutions circulated on 16 March 2011" in the email subject box
- 2 **The resolutions will lapse if sufficient votes in favour of them have not been received by the end of the date which is 28 days after the Circulation Date (the Circulation Date being counted as day one).** Unless you do not wish to vote on any of the resolutions, please ensure that your agreement reaches the Company on or before this date and time. If the Company has not received this document from you by then you will be deemed to have voted against all of the resolutions
- 3 Once you have signified your agreement to the resolutions such agreement cannot be revoked
- 4 In the case of joint holders of shares, only the vote of the holder whose name appears first in the register of members of the Company in respect of such joint holding will be counted by the Company to the exclusion of the other joint holder(s)

If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document



COMPANIES HOUSE

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## Articles of Association

Leasedrive Group Limited (formerly Shoo 420 Limited)

Company number 6632596

Date of incorporation 27 June 2008

Adopted by written special resolution on 16 March 2011

NOTE: These articles are subject to the terms of an Intercreditor Agreement with the Royal Bank of Scotland Plc dated 29 August 2008 and the Finance Documents (as defined therein) These articles comprise an Investor Document as defined in the Intercreditor Agreement

### Osborne Clarke

Apex Plaza  
Forbury Road  
Reading  
RG1 1AX

Telephone +44 (0) 118 925 2004  
Fax +44 (0) 118 925 2005

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ARTICLES OF ASSOCIATION  
(adopted on 2011)

of

LEASEDRIVE GROUP LIMITED

**1. Interpretation**

1 1 Subject as provided in paragraph 1 2 below, the regulations contained in Table A amended from time to time shall, together with the following regulations, constitute the articles of association of the Company

1 2 Regulations numbered 8, 9, 26, 76-79 (inclusive), 94-98 (inclusive) and 118 in Table A shall not apply to the Company

1 3 In these Articles

1 3 1 headings are used for convenience only and shall not affect the construction hereof,

1 3 2 words and expressions which are defined in Table A shall bear the same meaning where used herein and, unless the context otherwise requires or does not so admit or save as otherwise provided herein, words and expressions contained herein shall bear the same meaning as in the Companies Acts (but excluding any statutory modification or re-enactment thereof not in force on the date on which these Articles become binding on the Company) provided that if a particular word or expression has more than one definition in the Companies Acts, the definition to be adopted is that which is most applicable for the purposes of the provision in question or, if no one definition is most applicable for such purpose, then the definition which has most general application,

1 3 3 in the event of there being any conflict or inconsistency between any provision in Table A which is applicable to the Company and any provision set forth herein, the latter shall prevail,

1 3 4 the following words and expressions shall have the following meanings

**"1985 Act"** the Companies Act 1985

**"2006 Act"** the Companies Act 2006

**"Adoption Date"** 16 March 2011

**"A Ordinary Shares"** A Ordinary Shares of £0.50 each in the capital of the Company having rights as set out in these Articles

**"Approved Transferees"** as defined in article 5 13

**"Asset Sale"** the disposal by the Company of all or substantially all of its undertaking and assets

**"Associate"** as defined in article 7 1 3

**“these Articles”** these articles of association as amended from time to time (and reference to an **“article”** shall be construed accordingly)

**“Bad Leaver”**. a holder of D Ordinary Shares or E Ordinary Shares who

- (a) ceases to be employed by a Group Company in any circumstances where he is guilty of any fraud or dishonesty or other act of gross misconduct, or
- (b) ceases to be employed by a Group Company in circumstances where he is dismissed for Material Underperformance in the role he is employed to undertake, or
- (c) ceases to be employed by a Group Company as a result of his voluntary resignation for reasons other than death, ill health (other than ill health caused as a result of an abuse of alcohol or recreational drugs), permanent incapacity, retirement at age 65 years or older or constructive dismissal which is either determined by an Employment Tribunal in England & Wales or is agreed to be constructive dismissal with the agreement of the Investor Director (acting reasonably), or
- (d) ceases to be employed by a Group Company in circumstances where he is summarily dismissed pursuant to the terms of his service agreement other than where he becomes incapacitated from performing all or any of his duties under the service agreement by ill health or injury (physical or mental) other than ill health or injury caused as a result of an abuse of alcohol or recreational drugs, or
- (e) in relation to the E Ordinary Shares only, ceases to be a director, consultant or employee of a Group Company in any circumstance and where such cessation date is within 2 calendar years of the later of (i) the Adoption Date, (ii) the date on which the E Ordinary Shares held by the Leaver were re-classified (only where such reclassification took place when the shares were held by the Leaver) or (iii) the date on which the holder acquired the E Ordinary Shares

**“Bad Leaver Price”** the price per Share which is the lesser of.

- (a) fair value, as agreed or determined pursuant to article 5 6, and
- (b) the Issue Price

save that where the Leaver is a Bad Leaver pursuant to paragraph (e) of the Bad Leaver definition, the Bad Leaver Price shall be the price per Share which is the lesser of

- (c) fair value, as agreed or determined pursuant to article 5 6; and
- (d) the amount paid by the holder of such Share when they acquired it

**“B Ordinary Shares”** B Ordinary Shares of £0.50 each in the capital of the Company having rights as set out in these Articles

**“C Ordinary Shares”** C Ordinary Shares of £1 each in the capital of the Company having rights as set out in these Articles

**“Companies Acts”** shall have the meaning set out in Section 2 of the 2006 Act

**“Company”** Leasedrive Group Limited (company number 6632596)

**“Controlling Interest”** as defined in article 7 1 4

**“D Ordinary Shares”** D Ordinary Shares of £1 each in the capital of the Company having rights as set out in these Articles

**“Deferred Shares”** the deferred shares of £0.50 each in the capital of the Company created after the date hereof pursuant to article 3 7

the **“Directors”** the Directors for the time being of the Company as a body or a quorum of the Directors present at a meeting of the Directors

**“Disenfranchisement Notice”** as defined in article 6 8 2

**“EBT”** means The Motorgroup Employee Benefit Trust, of which The Motorgroup Trustees Limited registered in England and Wales with company number 5553901 is the original trustee

**“E Ordinary Shares”** E Ordinary Shares of £1.00 each in the capital of the Company having rights as set out in these Articles

**“Equity Shares”** A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares and E Ordinary Shares

**“Exit Event”** means a Sale, Asset Sale or Listing

**“Exit Value”** has the meaning as set out in Article 8 2 4

**“Facilities Agreement”** shall have the meaning given thereto in the Shareholders Agreement

**“Financial Underperformance”** has the same meaning as that given to the same term in the Shareholders Agreement

**Good Leaver”** a holder of D Ordinary Shares or E Ordinary Shares who is not a Bad Leaver

**“Group Company”** the Company and any other company which is for the time being a subsidiary undertaking of the Company (and **“Group”** shall be construed accordingly)

**“Investor”** as defined in article 4 5 3

**“Investor Approval”** the prior consent or approval in writing of an Investor Majority

**“Investor Director”** a person appointed as a director of the Company pursuant to article 3 5 1)

**“Investor Majority”** the holders of not less than one half of the total number of A Ordinary Shares for the relevant time being in issue

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

**“Leaver”** as defined in article 6 3

**"Listing"** means together the admission of all of the issued share capital of the company either

- (i) to the Official List of the UK Listing Authority and to trading on the LSE's market for listed securities or to trading on AIM, a market operated by the LSE, or
- (ii) to any other recognised investment exchange (as defined in section 285 of FSMA) in each case excluding introductions to listing as defined in the Listing Rules of the UK Listing Authority and **"Listed"** shall be construed accordingly

**"Loan Notes"** the series of unsecured subordinated loan notes 2008 in an aggregate nominal amount of £17,401,000 issued by the Company as constituted by an instrument dated on or about 29 August 2008

**"LSE"** means the London Stock Exchange plc

**"Mandatory Transfer Notice"** as defined in article 5 4

**"Material Underperformance"** means where an employee has materially failed to perform his duties in accordance with his service agreement and such failure of performance continues following a written warning from the Chairman (or if a chairman is not appointed, an Investor Director) on behalf of the Company

**"Member"** any holder for the time being of shares in the capital of the Company of whatever class

**"Other Nominees"** as defined in article 5 8 6

**"Ordinary Shares"** means the A Ordinary Shares, the B Ordinary Shares, the C Ordinary Shares, D Ordinary Shares and the E Ordinary Shares in issue from time to time taken together and **"Ordinary Share"** shall be construed accordingly

**"Permitted Transfer"** a transfer or disposal permitted by article 4 5 or as defined in article 7 9

**"Preference Shares"** means the redeemable preference shares of £1 each in the capital of the Company having rights and privileges as set out in these Articles

**"Prescribed Period"** the period referred to in article 5 5 2 and article 5 6

**"Priority Notice"** as defined in article 6 4 1

**"Priority Shares"** as defined in article 6 4 2

**"Proposed Transferee"** as defined in article 5 5 2

**"Sale"** the sale of more than 50% of the Equity Shares to a single purchaser (or to one or more purchasers) as part of a single transaction

**"Sale Price"** as referred to in article 5 5 2 and article 5 6

**"Sale Shares"** as defined in article 5 3

**“Shareholders Agreement”** an agreement dated 29 August 2008 between (1) Roger Partridge, Roddy Graham, David Bird, Peter Opperman (2) Sean Farrell and Joe Howick (3) the Company (4) Lloyds TSB Development Capital Limited and (5) OBS 2008

**“Shares”** (unless the context does not so admit) shares in the capital of the Company (of whatever class)

**“Table A”** Table A in the Schedule of the Companies (Tables A to F) Regulations 1985 (SI 1985/805) as amended by the Companies (Table A to F) (Amendment) Regulations 1985 (SI 1985/1052), the Companies Act 1985 (Electronic Communications) Order 2000 (SI 2000/3373), the Companies (Table A to F) (Amendment) Regulations 2007 (SI 2007/2541) and the Companies (Table A to F) (Amendment) (No 2) Regulations 2007 (SI 2007/2826)

**“Total Transfer Condition”** as defined in article 5 4

**“Transfer Notice”** as defined in article 5 2

**“Transferor”** as defined in article 5 2

**“UK Listing Authority”** means the Financial Services Authority acting in its capacity as the competent authority for the purposes of Part VI of the Financial Services and Markets Act 2000

**“Warehouse”** means any or all of the Company, employee share ownership scheme or employee share ownership trust including the EBT, employees of any Group Company in such numbers and such proportions of Sale Shares as the Remuneration Committee (as constituted under the Shareholders Agreement) may determine

- 1 2 A Special Resolution shall be effective for any purpose for which an Ordinary Resolution is expressed to be required under any provision of these Articles or the Companies Acts
- 1 3 References in these Articles to any statute or statutory provision include a reference to that statute or provision as amended, extended, re-enacted, consolidated or replaced from time to time and include any order, regulation, instrument or other subordinate legislation made under the relevant statute or statutory provision
- 1 4 Insofar as Table A shall require that the seal be affixed to any document (including a share certificate) such requirement shall be treated as satisfied if such document is executed as provided in Section 44 of the 2006 Act (as in force on the Adoption Date)

## **2. Share capital**

The authorised share capital of the Company at the Adoption Date is £246,146 divided into 20,625 A Ordinary Shares, 4,375 B Ordinary Shares and 14,375 C Ordinary Shares, 6,293 D Ordinary Shares, 2,409 E Ordinary Shares and 210,569 Preference Shares

## **3. Share rights**

Subject to article 16 the rights attaching to the respective classes of Shares shall be as follows

- 3 1 As regards income

- 3 1 1 In respect of any financial year of the Company the profits of the Company for the time being available for distribution shall be applied first in paying to the holders of the Preference Shares a fixed cumulative cash dividend (the “**Fixed Dividend**”) at the rate of 7 2% of the Issue Price of each Preference Share per annum, the Fixed Dividend shall accrue from day to day from (and inclusive of) the date of issue of the Preference Shares and shall become payable and be paid only on an Exit Event or in the circumstances in article 6 5
- 3 1 2 The Company shall procure that the profits of any other Group Company for the time being available for distribution shall be paid to it by way of dividend if and to the extent that, but for such payment, the Company would not itself otherwise have sufficient profits available for distribution to pay in full any Fixed Dividend
- 3 1 3 If the Company is not lawfully able to pay the Fixed Dividend in full on an Exit Event or in the circumstances in article 6 5 then it shall on such date pay the same to the extent that it is then lawfully able so to do and, without prejudice to the respective rights of the holders of the relevant Shares, any amount not so paid shall be paid so soon thereafter as the Company is lawfully able to pay the same
- 3 1 4 If any Fixed Dividend is (for whatever reason) not paid in full on the due date for payment of the same then, as from such date, interest shall accrue on the amount unpaid at the rate of 4 per cent per annum above the base rate of Lloyds TSB Bank Plc from time to time and shall become due (as a charge against the Company) and be paid at the same time as the amount to which it relates is paid
- 3 1 5 The Company may not distribute any profits in respect of any financial year in addition to those required to be distributed pursuant to article 3 1 1 unless and until Investor Approval to such distribution shall have been obtained Subject thereto, any profits which the Company may determine to distribute in respect of any financial year shall be applied amongst the holders of the Equity Shares (pari passu as if the same constituted one class of share)

## 3 2 As regards capital

On a Sale (in relation to such holders of shares who sell shares in such sale) a return of assets on liquidation, reduction of capital or otherwise, the surplus assets of the Company remaining after payment of its liabilities (including any interest payable pursuant to article 3 1 5) shall be applied

- 3 2 1 first in paying to the holders of the Preference Shares an amount equal to the subscription price (inclusive of any premium) paid for such shares together with a sum equal to all accruals of Fixed Dividends thereon to be calculated down to the payment date (and to be payable irrespective of whether or not such dividend has been earned),
- 3 2 2 next and subject thereto, in paying to the holders of the Equity Shares an amount equal to the subscription price (inclusive of any premium) paid for such shares together with a sum equal to all unpaid dividends thereon to be calculated down to the payment date, and
- 3 2 3 subject thereto, the balance of such assets shall belong to and be distributed amongst the holders of the Equity Shares (pari passu as if the same constituted one class of share)

For the rights and privileges attached to the Deferred Shares, please see Article 3 7 below

On an Asset Sale the surplus assets of the Company remaining after payment of its liabilities shall be distributable (to the extent that the Company is lawfully permitted to do so) in order of priority set out in this Article 3 2 provided always that if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, the Members shall take any action required (including, but without prejudice to the generality of this Article 3 2, actions that may be necessary to put the Company into voluntary liquidation) so that Article 3 applies

For the avoidance of doubt, on an Exit Event (including an Asset Sale) the provisions of article 8 are to be adhered to prior to this article 3 2 being applied.

3 3 As regards voting

3 3 1 Subject to article 3 3 3 and 3 4, A Ordinary Shares, C Ordinary Shares, D Ordinary Shares and E Ordinary Shares shall respectively confer on each holder thereof (in that capacity) the right to receive notice of and to attend, speak and vote at all general meetings of the Company

3 3 2 The B Ordinary Shares and the Preference Shares shall not carry any voting rights

3 3 3 In the event that

(a) an Event of Default (as such term is defined in the Facilities Agreement) has occurred under the Finance Documents, which Event of Default (if capable of remedy) has not been remedied within 7 days of receipt of notice to the Company from an Investor Majority requiring it to be remedied, or

(b) a Financial Underperformance has occurred,

then, for so long as such occurrence is continuing, each holder of A Ordinary Shares shall be entitled (in that capacity) to vote at such meeting (and, on a poll, to exercise ten votes for every A Ordinary Share of which he is the holder) but provided that the holders of the A Ordinary Shares shall not use enhanced voting rights to

(i) amend the rights attaching to the C Ordinary Shares, the D Ordinary Shares, the E Ordinary Shares and/or the Preference Shares or to otherwise amend any of the other provisions of the memorandum or the Articles which might or would adversely affect the rights of such holders of Shares,

(ii) disapply any statutory pre-emption rights or rights of pre-emption under these Articles unless the holders of the C Ordinary Shares, D Ordinary Shares and E Ordinary Shares consent to the same (such consent not to be unreasonably withheld or delayed where there has been a breach of article 3 3 3),

(iii) remove any or all of the Directors (other than the Investor Directors) from their office without the consent of the majority of the Board (acting reasonably)

and provided further that the holders of the A Ordinary Shares and the Investor Directors will only use the enhanced voting rights to take



proper and appropriate action on the basis of reasonable advice from their professional advisers

For the rights and privileges attached to the Deferred Shares, please see Article 3 7 below

3 4 As regards class consents

Except with Investor Approval and subject to article 16 1

- 3 4 1 no Group Company shall modify or vary the rights attaching to any class of its shares,
- 3 4 2 no Group Company shall vary or permit any variation in its authorised or issued share capital or grant any option or other rights to subscribe for shares or securities convertible into shares in its capital,
- 3 4 3 no Group Company shall pass any resolution for reducing its issued share capital or the amount (if any) for the time being standing to the credit of its share premium account or capital redemption reserve or for reducing any uncalled liability in respect of partly paid shares,
- 3 4 4 no Group Company shall purchase or redeem any shares,
- 3 4 5 no Group Company shall transfer any profits to reserves or otherwise take any action (excluding any payment of dividends to the Company or as required under article 3 1) which will or may reduce the amount of its profits available for distribution,
- 3 4 6 no Group Company shall capitalise any profits (whether or not the same are available for distribution and including profits standing to any reserve) or any sum standing to the credit of its share premium account or capital redemption reserve,
- 3 4 7 other than where such disposal is made pursuant to Transaction Security Documents (such term defined in the Facilities Agreement) entered into in accordance with the terms of the Facilities Agreement, no Group Company shall dispose of all or any part of, or any interest in, the shares or securities convertible into shares or any right to acquire shares or securities so convertible of any other Group Company,
- 3 4 8 other than where such disposal is made pursuant to Transaction Security Documents (such term defined in the Facilities Agreement) entered into in accordance with the terms of the Facilities Agreement, no Group Company shall dispose of the whole or a substantial part of its business, undertaking or assets,
- 3 4 9 no Group Company shall alter its memorandum or articles of association,
- 3 4 10 the Company shall not exempt any Share from the provisions of article 8 1,
- 3 4 11 no resolution for the winding-up of a Group Company shall be passed (unless a licensed insolvency practitioner shall have advised that such company is required to be wound up by reason of having become insolvent), and
- 3 4 12 no Group Company shall suspend or relax any provision of its articles of association which prohibit a Director from voting at a meeting of Directors or of a committee of Directors in certain circumstances

For the rights and privileges attached to the Deferred Shares, please see Article 3 7 below

3 5 As regards appointment of Directors

3 5 1 The holders of the A Ordinary Shares shall be entitled from time to time to appoint up to 2 persons as Directors of the Company and each other Group Company and to remove any such person from office, provided that the holders shall not be able to exercise the right to appoint such Directors to the extent that any appointment would result in the Directors appointed pursuant to this article together holding a majority of the votes capable of being cast at a meeting of the entire Board (taking into account any casting vote available in the event of an equality of votes) from time to time

3 5 2 At any time that the holders of A Ordinary Shares are entitled pursuant to article 3 3 3 to remove any director from office no such removal from office shall take place unless having paid due consideration to

(a) any other person removed within the previous six months, and

(b) any Directors appointed pursuant to article 3 5 1 above,

such removal/replacement does not result in the Investor Directors constituting one half or more of the total number of Directors for the time being

3 5 3 Any person or persons together entitled to exercise one half or more of the total number of votes which can then be cast on a poll at any general meeting of the Company may, with Investor Approval, from time to time (for so long as he or they remain so entitled) remove any or all of the Directors and/or appoint any person or persons as a Director or Directors of the Company

3 5 4 Any such appointment or removal as is referred to in articles 3 5 1, 3 5 2 or 3 5 3 above shall be made by notice in writing to the Company signed, in the case of an appointment or removal made pursuant to article 3 5 1 or 3 5 2 by or on behalf of an Investor Majority and, in the case of an appointment or removal made pursuant to article 3 5 3, by or on behalf of such person or persons as are first referred to therein and served, in each case, upon the Company at the Office

3 5 5 Notwithstanding any provision of these Articles to the contrary, any person appointed as a Director may appoint such person as he thinks fit to be his alternate Director

3 6 As regards quorums

3 6 1 No meeting of Members shall be quorate unless those Members present include (whether in person or by a duly authorised representative or a proxy) at least one holder of A Ordinary Shares and one holder of C Ordinary Shares

3 6 2 Save with Investor Approval no meeting of the Directors held at any time when an Investor Director holds office as a Director of the Company shall be quorate unless at least one Investor Director (or a duly appointed alternate Director of such person) is present at such meeting

3 6 3 If, in the case of either a meeting of the Directors, a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day

in the next week at the same time and place provided that in the case of any meeting so adjourned an Investor Director shall not be required to attend in order for such adjourned meeting to be quorate

- 37 As regards Deferred shares, notwithstanding any provision to the contrary contained in these Articles the rights and privileges attached to the Deferred Shares are as follows

371 *as regards income.*

the Deferred Shares shall not entitle their holders to receive any dividend or other distribution,

372 *as regards capital*

the Deferred Shares shall on a return of assets in a winding up on liquidation or capital reduction or otherwise entitle the holder only to the repayment of the amounts paid up on such shares after repayment of £10 million per Ordinary Share,

373 *as regards voting.*

the holders of the Deferred Shares shall have the right to receive notice of any general meeting of the Company and the right to attend, speak or vote at any such general meeting,

374 *as regards purchase by the Company.*

the holders of any Deferred Shares which arise on the sub-division and re-classification or conversion of any shares shall be deemed immediately to confer irrevocable authority on the Company at any time thereafter to appoint any person to execute on behalf of the holders of the Deferred Shares which so arise a transfer of such Deferred Shares (and/or an agreement to transfer the same) to such person as the Company may determine as custodian thereof and/or the Company to purchase the same (in accordance with the provisions of the Acts) in any such case in consideration for not more than one penny per holder of such Deferred Shares (and the Company or such other person as the Company shall appoint shall be entitled to retain and hold such consideration on trust for the holder(s) of such Deferred Shares until payment of the consideration is requested by the holder(s) or the Company elects to pay out such consideration to the holder(s), whichever is the earlier) without obtaining the sanction of the holder or holders of such Deferred Shares and pending such transfer and/or purchase to retain the certificate(s) (to the extent issued) for such Deferred Shares and no such action shall constitute a modification or abrogation of the rights or privileges attaching to the Deferred Shares,

375 *as regards further issues*

subject to section 125(3), 1985 Companies Act, the special rights conferred by the Deferred Shares shall not be deemed to be modified or abrogated in any circumstances, including but not limited to the creation or issue of further shares ranking *pari passu* with or in priority to the Deferred Shares

- 38 Redemption

- 3 8 1 Subject to the provisions of the 1985 Act and/or 2006 Act ("the Acts"), the Company shall redeem the Preference Shares on an Exit Event or in the circumstances in article 6 5
- 3 8 2 Subject to the provisions of the Acts, on the date upon which an Exit Event occurs all of the Preference Shares then in issue shall be redeemed immediately
- 3 8 3 Subject to the provisions of the Acts, on the date upon which an event occurs in the circumstances set out in article 6 5 then only that Leaver's Preference Shares shall be redeemed immediately
- 3 8 4 Subject to receipt of the relevant share certificates or an indemnity in respect of them in a form reasonably satisfactory to the Company, on any redemption the Company shall pay to the holder of each Preference Share then to be redeemed
- (a) £1 per share, and
  - (b) all arrears and accruals of the Fixed Dividend payable on it (whether earned or declared or not) calculated to and including the date fixed for redemption which shall become a debt due and payable by the Company to the holder
- 3 8 5 If any certificate so delivered to the Company includes any Preference Shares not falling to be redeemed on the relevant redemption date a fresh certificate for the Preference Shares not so redeemed shall immediately be issued to the Shareholder concerned
- 3 8 6 If the Company is unable at any time to redeem in accordance with the Act the number of Preference Shares then due to be redeemed pursuant to this Article, the Company shall
- (a) redeem on the date fixed for redemption such number of Preference Shares as it is then able to redeem in accordance with the Act and shall redeem the balance as soon as it is able to do so, and
  - (b) interest shall accrue from day to day on the redemption monies then due and payable in accordance with Article 3 8 1, 3 8 2 or 3 8 3 at rate of 4% per annum above the base lending rate of National Westminster Bank plc from time to time and shall become due (as a charge against the Company) and be paid at the same time as the amount to which it relates is paid or, if any such amount remains outstanding on 30 June or 31 December in any year, on such half-yearly dates to the extent accrued at that time

#### **4. Share transfers - general provisions**

- 4 1 In addition to the discretions vested in them pursuant to regulation 24 of Table A, the Directors may refuse to register the transfer of any Share to an individual who is (or whom the Directors reasonably believe to be) under 18 years of age or who does not have (or whom the Directors reasonably believe does not have) the legal capacity freely to dispose of any Share without let, hindrance or court approval
- 4 2 The Directors shall refuse to register the transfer of any Share unless they are satisfied that such transfer is either

- 4 2 1 a Permitted Transfer, or
- 4 2 2 a transfer made in accordance with and permitted under article 5, or
- 4 2 3 a transfer made in accordance with article 7 6 or 7 7.
- 4 3 Subject as provided in articles 4 1 and 4 4 or as required by law, the Directors shall register any such transfer as is referred to in article 4 2 1, 4 2 2 or 4 2 3
- 4 4 If, in relation to a transfer of a Share, the transferor thereof is a party to any agreement between the Company and some or all of its Members (being an agreement additional to these Articles) then the Directors may or, if an Investor Majority so requires, shall
- 4 4 1 require the transferee of such Share to enter into a written undertaking (in such form as the Directors may with Investor Approval prescribe) to be bound (to the same extent as the transferor or to such other extent as the Directors and/or an Investor Majority may reasonably stipulate) by the provisions of such agreement, and
- 4 4 2 decline to register the transfer of such Share unless and until the transferee has entered into such written undertaking
- 4 5 Subject to articles 4 1, 4 4 and 4 6 and (subject as provided in article 7 9) to article 7 2, a Member shall be permitted to transfer or dispose of any of the voting rights arising from Shares, subject to Investor Approval, to such person or persons as the Member thinks fit or to transfer the legal title to and/or beneficial ownership of a Share
- 4 5 1 if the Member is a company, to any holding company or subsidiary of that Member or to any other subsidiary of any such Member's holding company, or
- 4 5 2 to a person who is the beneficial owner of such Share or (in the case of the legal title only) to a different or additional nominee or trustee or custodian on behalf of such beneficial owner provided that such person has not become the beneficial owner thereof other than in accordance with the provisions of these Articles,
- 4 5 3 if the Member is a person whose principal business is to make, manage or advise upon share investments (an "Investor") (or a nominee of such a person or any person to whom any of them may have transferred Shares pursuant to this article 4 5 4, or any subsequent transferee of such Shares)
- (a) to the beneficial owner or owners in respect of which the transferor is a nominee or custodian or any other nominee or custodian for such beneficial owner or owners;
- (b) 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 any company which is the subsidiary company, holding company or another subsidiary of the holding company of, or is associated with, such manager or adviser or to the trustees of any trust of any person of the type referred to in article 7 1 3)(b)) in or of any of the Investors or of any investment fund, collective investment scheme or any co-investment scheme in respect of which Lloyds TSB Development Capital Limited ("LDC") or any of its group companies or entities or the transferor is the manager, adviser or administrator or a nominee or

custodian (or of any such fund or scheme which otherwise co-invests with the Investors),

- (c) to any other investment fund or collective investment scheme managed or advised by LDC (or any other entity which has assumed the whole or a substantial part of the functions of LDC) or any of its group companies or entities, or
- (d) to a nominee or custodian of, or to any company which is the subsidiary company, holding company or another subsidiary of the holding company of, the transferor or any of the persons referred to in subparagraphs (a), (b) or (c) of this article 4 5 4,

4 5 4 if the Member is OBS, to the OBS Plan 2008 or any nominee or manager or custodian of either entity (a "Plan Member") and, if the Member is a Plan Member, to LDC,

4 5 5 if the Member is an employee benefit trust, to that trust and to any beneficiaries of the employee benefit trust,

4 5 6 to a Buyer pursuant to the provisions of article 7 (including, without limitation, articles 7 6 and 7 7) provided that prior to or contemporaneously with such transfer the Buyer has duly acquired or will duly acquire a Controlling Interest and the provisions of article 7 have been complied with, or

4 5 7 with the prior written consent (which may be subject to terms and conditions) of both

- (i) an Investor Majority, and
- (ii) the holders of not less than 50 per cent of the aggregate number of C Ordinary Shares for the relevant time being in issue, or

4 5 8 to Custodians pursuant to article 6 4 and by Custodians in accordance with article 6 4 3

4 6 No such Permitted Transfer as is referred to in articles 4 5 1 or 4 5 2 may be made in respect of or in relation to any Share which for the relevant time being is the subject of any Transfer Notice or Mandatory Transfer Notice

## **5. Share transfers - pre-emption provisions**

5 1 Except in the case of a Permitted Transfer, the right to transfer or otherwise dispose of a Share or any interest or right in or arising from a Share (an option, warrant or other right to acquire any Share (whether by subscription, conversion or otherwise) being deemed (without limitation) to be an interest in a Share for this purpose) shall be subject to the provisions contained in this article and any such transfer or other disposal made otherwise than in accordance with such provisions shall be void

5 2 Before transferring or otherwise disposing of any Share or any interest or right in or arising from any Share the person proposing to transfer or otherwise dispose of the same (the "Transferor") shall give notice in writing (a "Transfer Notice") to the Company specifying the Shares, interest and/or rights of which the Transferor wishes to dispose

The Transferor shall, contemporaneously with the giving of a Transfer Notice, deliver up and lodge with the Company the share certificate(s) in respect of the relevant shares

- 5 3 Notwithstanding that a Transfer Notice specifies that the Transferor wishes to dispose only of an interest or right in or arising from or attaching to, the Shares referred to therein, the Transfer Notice shall (notwithstanding anything in the Transfer Notice to the contrary) unconditionally constitute the Company the agent of the Transferor in relation to the sale of all the legal title to, beneficial ownership of and all interests and rights attaching to the Shares referred to therein (the "**Sale Shares**") at the Sale Price in accordance with the provisions of this article. A Transfer Notice shall not be revocable except with the consent of the Directors
- 5 4 Except in the case of a Transfer Notice which a Member is required to give or is deemed to have given pursuant to article 6 (a "**Mandatory Transfer Notice**"), a Transfer Notice may include a condition (a "**Total Transfer Condition**") that if all the Sale Shares (of whatever class) are not sold to Approved Transferees, then none shall be so sold
- 5 5 Except in the case of a Mandatory Transfer Notice, the Transfer Notice may state, in addition to details of the Sale Shares:
- 5 5 1 the name or names of a person or persons (such person or persons being hereinafter referred to as the "**Proposed Transferee**") to whom the Sale Shares (or an interest or right in or arising therefrom) are proposed to be transferred in the event that the Sale Shares are not acquired by Approved Transferees (as hereinafter defined), and
- 5 5 2 the entire consideration per share for which any such transfer or transfers will be made (and, if any of the said consideration is not a cash price expressed in pounds sterling, an amount per share which is so expressed and which is commensurate with the entire consideration). In such event, subject to the Directors being satisfied (and to that end being provided with such evidence as they may reasonably require) that the consideration so stated is a bona fide consideration (not inflated for particular reasons) agreed between the Transferor and the Proposed Transferee at arms' length and in good faith, such consideration shall be the Sale Price and the Prescribed Period shall commence on the date on which the Transfer Notice is given and shall expire 60 days thereafter
- 5 6 In the case of a Mandatory Transfer Notice or a Transfer Notice which does not state the further details referred to in article 5 5 then, subject always to article 6.3.
- 5 6 1 if, not more than 30 days after the date on which the Transfer Notice was given or was deemed to be given (or such longer period (if any) as the Directors with Investor Approval may, prior to the expiry of such period of 30 days, determine to allow for this purpose), the Transferor and the Directors shall have agreed a price per Share as representing the fair value of the Sale Shares or as being acceptable to the Transferor and not more than the fair value thereof then such price shall be the Sale Price and the Prescribed Period shall commence on the date on which such agreement is reached and shall expire 60 days thereafter, or
- 5 6 2 failing such agreement, upon the expiry of 30 days (or such longer period (if any) as aforesaid) after the date on which the Transfer Notice was given or was deemed to be given the Directors shall instruct the auditors for the time being of the Company to determine and report to the Directors the sum per Share considered by them to be the fair value of the Sale Shares and (subject always to

article 6 3) the sum per Share so determined and reported shall be the Sale Price and the Prescribed Period shall commence on the date on which the auditors shall so determine and report and shall expire 60 days thereafter

- 5 7 For the purposes of article 5 6, the auditors shall act as experts and not as arbitrators and (save only for manifest error) their determination shall be final and binding upon the Company and all Members. The costs and expenses of the auditors in relation to the making of their determination shall be borne by the Company unless the Sale Price as so determined is the same as, or substantially the same as, that (if any) which the Directors had notified to the Transferor as being in their opinion the Sale Price, in which event such costs and expenses shall be borne by the Transferor. For the purposes of article 5 6 and this article, the fair value of Sale Shares shall be the market value thereof as at the date when the relevant Transfer Notice or Mandatory Transfer Notice was given or deemed to have been given (as the case may be) as between a willing buyer and a willing seller at arms' length but with no discount being made by reason of such Shares (if such be the case) constituting a minority holding (and the auditors shall be instructed accordingly)
- 5 8 Subject as provided in articles 5 9 and 6 4, Sale Shares shall be offered for sale to all the Members of the Company for the relevant time being holding Equity Shares or Preference Shares but so that
- 5 8 1 if and to the extent that the Sale Shares consist of A Ordinary Shares the holders for the time being of A Ordinary Shares (other than the Transferor or any Associate of the Transferor) shall have a prior right to purchase the same ahead of the holders of B Ordinary Shares, C Ordinary Shares, D Ordinary Shares or E Ordinary Shares and to the extent that not all the Sale Shares are purchased the remaining Sale Shares shall thereafter shall be offered in the following order of priority (i) to the holders of B Ordinary Shares, and to the extent that not all of the remaining Sale Shares are purchased by the holders of the B Ordinary Shares (ii) to the holders of C Ordinary Shares, and to the extent that not all of the remaining Sale Shares are purchased by the holders of the C Ordinary Shares (iii) to the holders of D Ordinary Shares and the E Ordinary Shares *pari passu* if they constituted the same class of shares until all of the Sale Shares have been purchased, or
- 5 8 2 if and to the extent that the Sale Shares consist of B Ordinary Shares, the holders for the time being of B Ordinary Shares (other than the Transferor or any Associate of the Transferor) shall have a prior right to purchase the same ahead of the holders of A Ordinary Shares, C Ordinary Shares, D Ordinary Shares and E Ordinary Shares and to the extent that not all the Sale Shares are purchased the remaining Sale Shares shall thereafter shall be offered in the following order of priority (i) to the holders of A Ordinary Shares, and to the extent that not all of the remaining Sale Shares are purchased by the holders of the A Ordinary Shares (ii) to the holders of C Ordinary Shares, and to the extent that not all of the remaining Sale Shares are purchased by the holders of the C Ordinary Shares (iii) to the holders of D Ordinary Shares and the E Ordinary Shares *pari passu* if they constituted the same class of shares until all of the Sale Shares have been purchased, or
- 5 8 3 if and to the extent that the Sale Shares consist of C Ordinary Shares, the Directors (with Investor approval) may direct that the Company pursuant to the provisions of part V of the 1985 Act shall purchase the Sale Shares (or part thereof) and to the extent that such Sale Shares are not acquired by the Company to the holders for the time being of C Ordinary Shares (other than the Transferor



or any Associate of the Transferor) who shall have a prior right to purchase the same ahead of the holders of A Ordinary Shares, B Ordinary Shares, D Ordinary Shares or E Ordinary Shares and to the extent that not all the Sale Shares are purchased the remaining Sale Shares shall thereafter shall be offered in the following order of priority (i) to the holders of A Ordinary Shares, and to the extent that not all of the remaining Sale Shares are purchased by the holders of the A Ordinary Shares (ii) to the holders of B Ordinary Shares, and to the extent that not all of the remaining Sale Shares are purchased by the holders of the B Ordinary Shares (iii) to the holders of D Ordinary Shares and the E Ordinary Shares *pari passu* if they constituted the same class of shares until all of the Sale Shares have been purchased, or

- 5 8 4 if and to the extent that the Sale Shares consist of D Ordinary Shares and / or E Ordinary Shares, to the Warehouse to hold such Sale Shares until their transfer is approved by the Remuneration Committee, or
- 5 8 5 if and to the extent that the Sale Shares consist of Preference Shares, the holders for the time being of Preference Shares (other than the Transferor or any Associate of the Transferor) shall have a prior right to purchase the same ahead of the holders of A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares or E Ordinary Shares and to the extent that not all the Sale Shares are purchased the remaining Sale Shares shall thereafter shall be offered in the following order of priority (i) to the holders of A Ordinary Shares, and to the extent that not all of the remaining Sale Shares are purchased by the holders of the A Ordinary Shares (ii) to the holders of B Ordinary Shares, C Ordinary Shares and to the extent that not all of the remaining Sale Shares are purchased by the holders of the B Ordinary Shares (iii) to the holders of D Ordinary Shares and the E Ordinary Shares *pari passu* if they constituted the same class of shares until all of the Sale Shares have been purchased, or
- 5 8 6 Sale Shares may also be offered to such person or persons (if any) as the Directors (with Investor Approval) think fit ("**Other Nominees**") provided that any such offer is made upon the condition that such Sale Shares shall only be available for purchase by such person or persons if and to the extent that such Shares are not acquired by holders of A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares, E Ordinary Shares and/or Preference Shares following acceptance of such offers as are referred to in articles 5 8 1, 5 8 2 and 5 8 3
- 5 9 The Company shall not be required to, and shall not, offer any Sale Shares to the Transferor, any Associate of the Transferor or any person who remains a Member but who has been deemed to have given a Mandatory Transfer Notice on or prior to the date on which any such offer as is referred to in article 5 8 is made In addition, if, during the period between the date on which any such offer is made and (following the acceptance of such offer by a Member) the sale of Sale Shares to such member is completed, such member is deemed to have given a Mandatory Transfer Notice then such member shall be deemed not to have accepted such offer and the relevant Sale Shares shall be re-offered for sale (at the same Sale Price and as if such price had been determined on the date on which the Mandatory Transfer Notice is deemed to have been given)
- 5 10 Any such offer as is required to be made by the Company pursuant to article 5 8 shall limit a time (not being less than 14 days or (unless an Investor Majority otherwise agrees or directs) more than 21 days) after such offer is made within which it must be accepted or, in default will lapse Following any such offer, if acceptances are received in respect of an

aggregate number of Shares in excess of that offered, the number of Sale Shares shall be allocated according to the class of the Sale Shares on the following basis of priority

- 5 10 1 if the Sale Shares are A Ordinary Shares (subject in each case as provided in article 5 9) first to the other holders of A Ordinary Shares, next to the holders of B Ordinary Shares and next to Other Nominees (if any); or
  - 5 10 2 if the Sale Shares are B Ordinary Shares (subject in each case as provided in article 5 9) first to the other holders of B Ordinary Shares, next to the holders of A Ordinary Shares and next to Other Nominees (if any), or
  - 5 10 3 if the Sale Shares are C Ordinary Shares (subject in each case as provided in article 5 9) first to the holders of C Ordinary Shares, next to the holders of D Ordinary Shares and the E Ordinary Shares *pari passu* if they constituted the same class of shares and next to Other Nominees (if any)
  - 5 10 4 if the Sale Shares are D Ordinary Shares and / or E Ordinary Shares (subject in each case as provided in article 5 9) first to the holders of D Ordinary Shares and the E Ordinary Shares *pari passu* if they constituted the same class of shares, next to the holders of C Ordinary Shares and next to Other Nominees (if any)
  - 5 10 5 if the Sale Shares are Preference Shares (subject in each case as provided in article 5 9) first to the other holders of Preference Shares, next to the holders of C Ordinary Shares and next to the other Nominees (if any)
- 5 11 If, by virtue of the application of the provisions in article 5 10, acceptances are received from any such class as therein referred to in respect of an aggregate number of Shares which is in excess of that offered then the number of Sale Shares shall be allocated amongst those who have accepted the same in proportion to the number of Shares of the relevant class held by each acceptor (or in the case of Other Nominees on such basis as the Directors (with Investor Approval) shall determine) provided that no acceptor shall be obliged to acquire more Sale Shares than the number for which he has applied and so that the provisions of this article 5 11 shall continue to apply *mutatis mutandis* until all Shares which any such acceptor would, but for this proviso, have acquired on the proportionate basis specified above have been allocated accordingly
- 5 12 If a Transfer Notice shall validly contain a Total Transfer Condition then any such offer as aforesaid shall be conditional upon such condition being satisfied and no acceptance of an offer of Sale Shares will become effective unless such condition is satisfied Subject thereto, any such offer as is required to be made by the Company pursuant to article 5 8 shall be unconditional
- 5 13 If, prior to the expiry of the Prescribed Period, the Company shall, pursuant to the foregoing provisions, find Members or Other Nominees ("**Approved Transferees**") to purchase some or (if article 5 12 shall apply) all the Sale Shares it shall forthwith give notice in writing thereof to the Transferor and the Approved Transferees Every such notice shall state the name and address of each of the Approved Transferees and the number of the Sale Shares agreed to be purchased by him and shall specify a place and time and date (not being less than 3 days nor more than 10 days after the date of such notice) at which the sale and purchase shall be completed Upon the giving by the Company of any such notice as aforesaid the Transferor shall be unconditionally bound (subject only to due payment of the sale price) to complete the sale of the Sale Shares to which such notice relates in accordance with its terms

5 14 If a Transferor shall (save only for the reason that an Approved Transferee does not duly pay the Sale Price) fail duly to transfer (or complete the transfer of) any Sale Shares to an Approved Transferee, the Directors shall be entitled to, and shall, authorise and instruct some person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money in trust for the Transferor and (notwithstanding (if such is the case) that the Transferor has failed to deliver up the relevant share certificate(s)) shall (subject to so receiving the purchase money) cause such Approved Transferee to be registered as the holder of such Shares. The transfer and the receipt of the Company for the purchase money shall constitute a good title to the Sale Shares and the receipt shall be a good discharge to the Approved Transferee, who shall not be bound to see to the application of the purchase money and whose title to the Sale Shares shall not be affected by any irregularity in or invalidity of the proceedings relating to their disposal under this article

5 15

5 15 1 If the Company shall not, prior to the expiry of the Prescribed Period, find Approved Transferees willing to purchase some, or, if the relevant Transfer Notice validly contains a Total Transfer Condition, all the Sale Shares, it shall give notice in writing thereof to the Transferor and the Transferor, at any time thereafter up to the expiration of 60 days from the date of such notice, shall, (subject as provided below) be at liberty to transfer those of the Sale Shares not purchased by Approved Transferees or all the Sale Shares (as the case may be) to the Proposed Transferee or, where the Transfer Notice did not contain details of a Proposed Transferee, to any one person on a bona fide sale at any price not being less than the Sale Price. The Directors may require the Transferor to evidence to them (to their reasonable satisfaction) that such Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the Transfer Notice without any deduction, rebate, allowance or indulgent terms whatsoever to the purchaser thereof and, if not so satisfied, may refuse to register the instrument of transfer and/or serve a Disenfranchisement Notice with the effect set out in article 6 8 2 in respect of such Shares as shall have been so sold

5 15 2 The provisions of the immediately preceding paragraph shall not apply to any Sale Shares which so became by virtue of the holder thereof having been deemed to have given a Mandatory Transfer Notice in respect thereof. In such event, such holder shall not be permitted to transfer all or any of the same as provided in article 5 15 1 above (and, accordingly, the provisions in article 5 shall apply if such holder subsequently determines to seek to transfer the same)

5 16 Any Share required to be transferred by a Transferor to an Approved Transferee pursuant to this article shall be transferred free from any mortgage, charge, lien, option or other encumbrance and with the benefit of all rights and entitlements attaching thereto and if, in determining the Sale Price, there was taken into account any entitlement to any dividend which has been paid prior to the date on which the transfer is registered then the Transferor shall be liable to account to the Approved Transferee for the amount thereof (and the Approved Transferee, when making payment for such Share, may set-off such amount against the Sale Price payable)

## **6. Share transfers - further provisions**

6 1 If any person shall purport to transfer or otherwise dispose of any Share or any interest in or right arising from any Share otherwise than as permitted under article 4 5 or in

accordance with the provisions of article 5, such person and any Associate of such person who is a Member shall, unless and to the extent (if any) that the Directors otherwise determine at the relevant time, be deemed to have given, on the date on which the Directors give notice to such person that they have become aware of the purported transfer of other disposal (or on the date (if any) specified in such notice), a Transfer Notice in respect of all Shares of which such person and any such Associate of such person is then the holder

6 2 If any person becomes entitled to Shares in consequence of the death, bankruptcy or liquidation of a Member then (unless a transfer to such person would be a Permitted Transfer or the Directors (with Investor Approval) determine otherwise at the relevant time) a Transfer Notice shall be deemed to have been given on such date as the Directors shall specify in writing to the person concerned in respect of all Shares held by the Member and any Associate of such Member

6 3 If at any time any director (not being a director appointed pursuant to article 3 5 1) or employee of or consultant to any Group Company shall cease (for whatever reason) to be such a director or employee or consultant and such person and/or any Associate(s) of such person shall be the holder of any Shares, then the Shares (other than any C Ordinary Shares or Preference Shares) held by such person (the “Leaver”) and his Associates shall be subject to the following

6 3 1 the date on which the Leaver ceases to be a director of or an employee of or a consultant to a Group Company shall be the “**Cessation Date**” for the purposes of these Articles provided always that where a Leaver who is an employee of or consultant to a Group Company ceases to be an employee or consultant in circumstances where he has served notice on a Group Company or a Group Company has served notice on him terminating his employment or consultancy (as the case may be) then, if an Investor Majority so notifies the Company in writing, the Cessation Date shall be deemed to be the date of service of such notice,

6 3 2 (unless and to the extent that an Investor Majority agrees otherwise at the relevant time) there shall be deemed to have been given on the Cessation Date (or such later date (if any) as the Directors (with Investor Approval) may determine and notify in writing to the person concerned) a Transfer Notice in respect of all Shares (other than any C Ordinary Shares or Preference Shares) then owned and/or held by the Leaver and any Associate of the Leaver,

6 3 3 (unless and to the extent that an Investor Majority determines otherwise) if the Leaver is a Bad Leaver the Sale Price of all the Shares the subject of the Transfer Notice shall be the Bad Leaver Price,

6 3 4 if at any time a former director (not being a former Investor Director) or former employee of or former consultant to any Group Company shall, after ceasing to be such a director, employee or consultant, acquire (or any Associate of his shall acquire) any Shares pursuant to an option, conversion or like right which was granted to or otherwise vested in him prior to such cessation then the provisions of article 6 3 1 above shall apply as if reference in article 6 3 1 to “Cessation Date” were reference to the date on which he acquired such Shares

6 4

- 6 4 1 If any Transfer Notice is deemed to be given pursuant to article 6 3, the Company shall forthwith give written notice of such occurrence (such notice to include details of all the Shares to which such Transfer Notice relates) to each holder of A Ordinary Shares. If within 21 days of the giving of such notice by the Company an Investor Majority requires, by written notice to the Company (a **"Priority Notice"**) that all or any Shares to which such Transfer Notice relates should be made or kept available either for any person or persons who is or are (an) existing director(s) and/or employee(s) of a Group Company or a person or persons (whether or not then ascertained) whom in the opinion of such Investor Majority it will be necessary or expedient to appoint as (a) director(s) and/or employee(s) of a Group Company whether or not in place of the person by whom the relevant Transfer Notice was deemed to be given) then the provisions of article 6 4 2 below shall apply.
- 6 4 2 If a Priority Notice is given, then, in relation to the Shares the subject thereof (the **"Priority Shares"**), the provisions of article 5 8 shall not apply and the Priority Shares shall either
- (a) be offered to the person(s) (and, in the case of more than one, in the proportions) specified in the Priority Notice (conditional, in the case of any prospective director and/or employee, upon his taking up his proposed appointment with a Group Company (if not then taken up)), or
  - (b) if the relevant Priority Notice so requires, be offered to not less than two persons designated by an Investor Majority (**"Custodians"**) to be held (in the event of their acquiring the Priority Shares) on and subject to the terms referred to in article 6 4 3 below.
- 6 4 3 If Custodians become the holders of Priority Shares, then, (unless and to the extent that the Directors with Investor Approval otherwise agree from time to time) they shall hold the same on, and subject to, the following terms
- (a) they may exercise the voting rights (if any) for the time being attaching to such Shares as they think fit,
  - (b) save with Investor Approval, they shall not encumber the same,
  - (c) they will (subject as provided in article 6 4 4 below) transfer the legal title to such Shares and all such other interests as they may have therein to (and only to) such person or persons and at such time or times and otherwise on such terms as an Investor Majority may from time to time direct by notice in writing to the Custodians PROVIDED THAT the Custodians may not be required to enter into any agreement or otherwise take any action if and to the extent that they would or might incur any personal liability (whether actual or contingent) or suffer any personal loss,
  - (d) if an offer is made to them for the Priority Shares (whether as part of a general offer or otherwise) then they shall seek instructions from the holders of the A Ordinary Shares as to what (if any) actions they should take with regard thereto but, absent instructions from an Investor Majority within 14 days of seeking the same, the Custodians may accept or decline to accept such offer, as they think fit.

- 6.4.4 An Investor Majority may not direct the Custodians to transfer all or any Priority Shares other than to a person who is an existing director and/or employee of a Group Company or who has agreed (subject only to Priority Shares being transferred to him) to accept appointment as such a director and/or employee save with the prior approval of the Directors
- 6.5 If at any time any director or employee of, or consultant to, any Group Company shall cease (for whatever reason including (without limitation) death) to be a director or an employee of, or consultant to, any Group Company and such person shall be the holder of any C Ordinary Shares and/or Preference Shares (a **"Preference Share Leaver"**) then
- 6.5.1 the Preference Shares held by the Preference Share Leaver shall at the option of the Investors, be redeemed in accordance with the provisions of article 3.8 with all arrears and accruals of Fixed Dividends paid to the Preference Share Leaver. If, at the option of the Investors, the Preference Shares are not to be redeemed at this time, then the Preference Shares shall continue to accrue Fixed Dividends and shall become payable and to be paid only on an Exit Event,
- 6.5.2 the C Ordinary Shares shall automatically (unless the Directors with Investor Approval determine otherwise within 14 days of the Cessation Date) cease to confer any right to vote at any general meeting of the Company (unless a class consent or an approval of the holders of the C Ordinary Shares is needed). For the avoidance of doubt, any alteration in rights pursuant to this Article 6.5.2 shall not affect the value of the C Ordinary Shares so held.
- 6.5.3 Notwithstanding article 6.5.2, 3.3.3 or 3.5.2 above at no time shall the Investor's voting rights pursuant to its shareholding in the capital of the Company exceed 49.99%
- 6.6 If a corporation which is a holder and/or beneficial owner of any Share in the Company ceases to be controlled by the person or persons who were in control of the corporation at the time when the corporation became a Member of the Company, it shall, within 7 days of such cessation of control, give notice in writing to the Company of that fact and unless the Directors (with Investor Approval) determine otherwise at the relevant time there shall be deemed to have been given as from the date on which the Directors become aware of such cessation (however they become so aware) a Transfer Notice in respect of all Shares held and/or beneficially owned by such corporation and any Associate(s) of such corporation. For the purposes of this paragraph "control" shall have the same meaning as in section 416 Income and Corporation Taxes Act 1988. The provisions of this sub-paragraph shall not apply to any corporation which holds A Ordinary Shares at the time when these provisions would otherwise operate or any holding company for the time being of any such corporation or any subsidiary of any such holding company
- 6.7 If a person in whose favour a Permitted Transfer was made pursuant to article 4.5.4 shall cease to be an Associate of the person by whom such transfer was made then he shall, within seven days of such cessation, give notice in writing to the Company of that fact and unless the Directors (with Investor Approval) determine otherwise at the relevant time there shall be deemed to have been given as from the date on which the Directors become aware of such cessation (however they become so aware) a Transfer Notice in respect of all Shares held by such person (as is first-mentioned in this paragraph) and any Associate of such person

- 6 8 For the purpose of ensuring that a transfer of Shares is a Permitted Transfer or that no circumstances have arisen whereby a Transfer Notice is required or may be deemed to have been given under any provision of article 5 or this article, the Directors may from time to time require any Member or the personal representatives of any deceased Member or any person named as transferee in any transfer lodged for registration or any person who was, is or may be an Associate of any of the foregoing to furnish to the Company such information and evidence as the Directors may think fit regarding any matter which they may deem relevant to such purpose. If such information or evidence discloses that a Transfer Notice ought to have been given in respect of any Shares the Directors may by notice in writing stipulate that a Mandatory Transfer Notice shall as from the date of such notice (or on such future date as may be specified therein) be deemed to have been given by the holders of those Shares and/or their Associates in respect of all or any of such Shares. Failing such information or evidence being furnished to the reasonable satisfaction of the Directors within a reasonable time after request, the Directors shall be entitled
- 6 8 1 to refuse to register the transfer in question or, in case no transfer is in question, to require by notice in writing to the holder(s) of the relevant Shares that a Transfer Notice be given in respect of all such Shares (and such notice may stipulate that if a Transfer Notice is not given within a specified period then, upon the expiry of such period, a Mandatory Transfer Notice shall be deemed to have been given in respect of all the relevant Shares), and/or
- 6 8 2 to give to the holder(s) of the Shares in question a notice (“a **Disenfranchisement Notice**”) stating that such Shares shall as from the date of such notice no longer confer any right to attend, speak or vote at any general meeting of the Company or at any class meeting or to receive or be entitled to receive any dividend or other distribution until such time as the Directors shall think fit and, as from such date, such Shares shall no longer confer any such rights accordingly
- 6 9 A Director (not being a director appointed pursuant to article 3 5 1) shall be regarded as having an interest which is material and which conflicts with the interests of the Company in (and accordingly shall not be entitled to vote in relation to) any matter which requires to be determined or otherwise decided upon by the Directors pursuant to or for the purposes of articles 4 or 5 or this article to the extent such matter relates to any Shares held by such Director or any Associate of such Director or in which such Director is otherwise interested
- 6 10 In any case, where a Mandatory Transfer Notice has been deemed to have been given by a Member, such Member shall, upon demand by the Company, deliver up to and lodge with the Company, the share certificate(s) in respect of the relevant Shares
- 7. Transfer of a Controlling Interest**
- 7 1 For the purposes of this article
- 7 1 1 the expression “**Buyer**” means any one person (whether or not an existing member of the Company) but so that any Associate of any such person shall be deemed to be such person,
- 7 1 2 the expression “**acquire**” means to be or become the legal or beneficial owner of Shares (or the right to exercise the votes attaching to Shares), whether directly or

indirectly and whether by the issue, transfer, renunciation or conversion of shares or otherwise and whether all at one time or not,

713 the expression “Associate” means

- (a) the husband, wife, mother, father, grandmother, grandfather, brother, sister, child (including adopted child) or other lineal descendant of the relevant person,
- (b) the trustees of any settlement (whether or not set up by the relevant person) under which the relevant person and/or any other Associate of the relevant person is or is capable of being a beneficiary,
- (c) any nominee or bare trustee for the relevant person or any other Associate of the relevant person,
- (d) if the relevant person is a company, any subsidiary or holding company of the relevant person and any other subsidiary of any such holding company,
- (e) any person with whom the relevant person or any Associate of the relevant person is connected, the question of whether any such person is so connected falling to be determined for this purpose in accordance with the provisions of section 839 Income and Corporation Taxes Act 1988, and
- (f) any person with whom the relevant person is acting in concert (such expression to have the same definition and meaning as that ascribed thereto in the City Code on Take-overs and Mergers as for the relevant time being current),

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- (a) subject as provided in sub-paragraph (b) below, the expression “a **Controlling Interest**” means Shares (or the right to exercise the votes attaching to Shares) which confer in the aggregate 50 per cent or more of the total voting rights conferred by all the Shares in the capital of the Company for the relevant time being in issue and conferring the right to vote at all general meetings,
- (b) a person, being a holder of A Ordinary Shares, shall not be deemed to have acquired a Controlling Interest by virtue of the fact that the holders of the A Ordinary Shares become, pursuant to article 333, entitled to additional votes at general meetings of the Company

72 Notwithstanding anything to the contrary contained in these Articles, save with Investor Approval no Buyer shall be entitled or permitted to acquire, and no person shall transfer any Shares (or any interest therein) if, as a result, a Buyer (any Shares or any interest in any Shares held by an Associate of the Buyer being treated as being held by the Buyer for this purpose) would acquire a Controlling Interest in the Company (otherwise than pursuant to a Permitted Transfer) unless and until the Buyer has first made offers, in accordance with articles 74 and 75 to all the holders of all Shares in the Company at the relevant time (of whatever class) (other than the Buyer if he is already such a holder) to purchase from them their entire holdings of Shares in the capital of the Company



- 7 3 Each such offer as is referred to in article 7 2 (an “Offer”) must, in respect of each class of the Company’s share capital, be in cash or be accompanied by a cash alternative at not less than the highest price paid or agreed to be paid by the Buyer (or his Associates) for shares of that class during the period when the Offer remains open for acceptance or within 12 months prior to its commencement and have allocated the consideration payable for all the shares it is purchasing and offering to purchase in the same manner as if the consideration was to be distributed to the Selling Shareholders in accordance with the provisions of article 3 2
- 7 4 In addition, any Offer must be made in writing, must be open for acceptance and irrevocable for a period of not less than 30 and not more than 60 days, must not save with Investor Approval and the approval of the holders of a majority of the Ordinary Shares then in issue contain any requirement for any holder of A Ordinary Shares to give any representation, warranties or undertakings other than as to their capacity and capability to sell the relevant Shares and all rights thereto and interests therein free from any option, lien, charge or other encumbrance and must not be subject to any condition save only, if the Buyer so wishes, that acceptances must be received for a specified percentage of all the Shares in respect of which the Offer is made
- 7 5 If within 60 days of the making of an Offer, the Buyer has not acquired a Controlling Interest then such Offer shall be deemed not to have been made to the extent that the Buyer shall not be entitled to acquire a Controlling Interest at any time thereafter unless and until he has made further Offers
- 7 6 If a Buyer receives (within the period of 60 days referred to in article 7 6) acceptances of an Offer which will result in the Buyer together with his Associates owning not less than 50 per cent of all the issued share capital of the Company then the Buyer may extend the Offer to the extent that, if within 30 days of the expiry of such period of 60 days, the Buyer gives written notice to those Members who have not accepted the Offer requiring them so to do, then each of such non-accepting Members shall upon the giving of such notice
- 7 6 1 be deemed to have accepted the same in respect of all Shares held by him in accordance with the terms of the Offer, and
- 7 6 2 become obliged to deliver up to the Buyer an executed transfer of such Shares and the certificate(s) in respect of the same
- 7 7 If any such non-accepting Member as is referred to in article 7 7 shall not, within 14 days of becoming required to do so, execute transfers in respect of the Shares held by such Member, the Directors shall be entitled to, and shall, authorise and instruct some person to execute and deliver on his behalf the necessary transfer(s) and the Company may receive the purchase money in trust for him and (notwithstanding (if such is the case) that he has failed to deliver up the relevant share certificate(s)) shall (subject to so receiving the purchase money) deliver such transfer(s) to the Buyer (or its agents) and cause the Buyer (or its nominees) to be registered as the holder(s) of such Shares The transfer(s) and the receipt of the Company for the purchase money shall constitute a good title to the Shares and the receipt shall be a good discharge to the Buyer, who shall not be bound to see to the application of the purchase money and whose title to the Shares shall not be affected by any irregularity in or invalidity of the proceedings relating to their disposal under this article
- 7 8 In calculating the price at which an Offer is required to be made for the purposes of this article there shall be brought into account any other consideration (in cash or otherwise) received or receivable by any Member or former Member (or any Associate of such

member or former Member) which, having regard to the substance of the relevant transaction as a whole, can reasonably be regarded as part of the consideration paid (or provided) or payable (or to be provided) for the Shares in question

7 9 Any transfer of a Share (or an interest therein) made, or required to be made, pursuant to articles 7 7 and/or 7 8 shall be treated as a 'Permitted Transfer' for the purposes of article 5 1

7 10 For the purpose of ensuring

7 10 1 that no Buyer has acquired or may acquire a Controlling Interest otherwise than as permitted by this article (and to that end for the purpose of determining whether one person is an Associate of another), or

7 10 2 that a price offered or proposed to be offered for any Shares is in accordance with article 7 4,

the Directors or an Investor Majority may from time to time require any Member to furnish to the Company or to one or more of the holders of A Ordinary Shares for the time being such information and evidence as the Directors or an Investor Majority may reasonably think fit regarding any matter which they may deem relevant for such purposes

## 8 Ratchet

8 1 Immediately before but conditionally on an Exit Event taking place the following provisions shall apply

8 1 1 If on an Exit Event the aggregate Equity Proceeds is a sum equal to or more than £50,353,846 (being the equity value that generates a return for the holders of the A Ordinary Shares and the holders of the B Ordinary Shares of 2 5 x their original investment) but less than £68,892,144 (being the equity value that generates a return for the holders of the A Ordinary Shares and the holders of the B Ordinary Shares of 3 x their original investment), then

(a) in respect of such proportion of the Equity Proceeds as is equal to or less than the first £50,353,846 of the Equity Proceeds the holders of the A Ordinary Shares and the holders of the B Ordinary Shares shall be entitled to 52 per cent of such amount,

(b) in respect of such proportion of the Equity Proceeds as is in excess of £50,353,846 but less than £68,892,144 the holders of the A Ordinary Shares and the holders of the B Ordinary Shares shall be entitled to 47 per cent of such amount,

### OR

8 1 2 If on an Exit Event the aggregate Equity Proceeds is a sum equal to or more than £68,892,144 (being the equity value that generates a return for the holders of the A Ordinary Shares and the holders of the B Ordinary Shares of 3 x their original investment) then

(a) in respect of such proportion of the Equity Proceeds as is equal to or less than the first £50,353,846 of the Equity Proceeds the holders of the

A Ordinary Shares and the holders of the B Ordinary Shares shall be entitled to 52 per cent of such amount,

- (b) in respect of such proportion of the Equity Proceeds as is in excess of £50,353,846 but less than £68,892,144 the holders of the A Ordinary Shares and the holders of the B Ordinary Shares shall be entitled to 47 per cent of such amount, and
- (c) in respect of such proportion of the Equity Proceeds as is equal to or more than £68,892,144 the holders of the A Ordinary Shares and the holders of the B Ordinary Shares shall be entitled to 42 per cent of such amount

#### For Example

If the Equity Proceeds were £50,000,000 the holders of the A Ordinary Shares and the holders of the B Ordinary Shares shall be entitled to 52 per cent of such amount,

If the Equity Proceeds were £60,000,000 the holders of the A Ordinary Shares and the holders of the B Ordinary Shares shall be entitled to

£0 - £50,353,846 @ 52 per cent, plus

£50,353,846 - £60,000,000 @ 47 per cent

If the Equity Proceeds were £70,000,000 the holders of the A Ordinary Shares and the holders of the B Ordinary Shares shall be entitled to

£0 - £50,353,846 @ 52 per cent, plus

£50,353,846 - £68,892,144 @ 47 per cent, plus

£68,892,144 - £70,000,000 @ 42 per cent

8 1 3 If the provisions of articles 8 1 1 or 8 1 2 above apply then

- (a) such number of A Ordinary Shares that are held by the A Shareholders and such number of B Ordinary Shares that are held by the B Ordinary Shareholders shall be converted by reclassification into Deferred Shares so that the number of A Ordinary Shares and B Ordinary Shares in issue immediately following such conversion expressed as a percentage of the total Ordinary Shares in issue immediately following the conversion is equal to the **Relevant Percentage** as calculated and defined below

If the Equity Proceeds are £68,892,144 or less

$$\frac{50,353,846}{A} \times 52\% = Y1$$

$$\frac{A - 50,353,846}{A} \times 47\% = Y2$$

$$(Y1 + Y2) \times 100 = B$$

If the Equity Proceeds are £68,892,144 or more

$$\frac{50,353,846}{A} \times 52\% = Y1$$

$$\frac{18,538,298}{A} \times 47\% = Y2$$

$$\frac{A - 68,892,144}{A} \times 42\% = Y3$$

$$(Y1 + Y2 + Y3) \times 100 = B$$

**Where**

A = the Equity Proceeds,

B = the relevant percentage to be applied to the A Ordinary Shares and the B Ordinary Shares (the “**Relevant Percentage**”)

**And**

- (b) and such number of A Ordinary Shares that are held by the A Shareholders and such number of B Ordinary Shares that are held by the B Ordinary Shareholders that results in the A Shareholders and the B Shareholders holding the Relevant Percentage, being the difference between B and 52%, shall be reclassified as Deferred Shares

**For Example**

If the Equity Proceeds are £60,000,000 then

$$\frac{50,353,846}{60,000,000} \times 52\% = 0.4364$$

$$\frac{60,000,000 - 50,353,846}{60,000,000} \times 47\% = 0.0756$$

$$(0.4364 + 0.0756) \times 100 = 51.20\%$$

Accordingly

The difference between 52% and 51.20% shall be converted into Deferred Shares

If the Equity Proceeds are £90,000,000 then

$$\frac{50,353,846}{90,000,000} \times 52\% = 0.2909$$

90,000,000

$$\frac{16,755,768}{90,000,000} \times 47\% = 0.0968$$

$$\frac{90,000,000 - 68,892,144}{60,000,000} \times 42\% = 0.185$$

$$(0.2909 + 0.0968 + 0.185) \times 100 = 48.62\%$$

Accordingly

The difference between 52% and 48.62% shall be converted into Deferred Shares

8.2 If on an Exit Event the aggregate Equity Proceeds the holders of the A Ordinary Shares and B Ordinary Shares are entitled to receive is a sum less than £50,353,846 (being the equity value that generates a return for the holders of the A Ordinary Shares and the holders of the B Ordinary Shares of 2.5 x their original investment), then there shall be no conversion,

8.3 "Equity Proceeds" in respect of an Ordinary Share means

8.3.1 in the case of a Listing, the number of Ordinary Shares multiplied by the price per share (expressed in pounds sterling) at which Ordinary Shares are proposed to be sold in connection with the Listing (in the case of an offer for sale, being the underwritten price (or, if applicable, the minimum tender price) and in the case of a placing, being the placing price), together with the number of the Company's equity shares allotted or issued immediately following Listing but excluding

(a) any new shares issued in order to raise additional or replacement capital as part of the Listing arrangements or to finance the repayment of the facilities under the Facilities Agreement or any other financing agreement or for any other reason, and

(b) the aggregate fees, costs, disbursements, charges and applicable tax that the Group has incurred or is liable to pay in relation to the Listing,

8.3.2 in the case of a Sale, the amount paid or to be paid on completion of the Sale (save for the provisions of this Article 8) in respect of each Ordinary Share on a cash and debt free basis after payment of relevant deal costs, fees, expenses and tax (if any) payable by the Group or the Shareholders and including the value of any non-cash consideration and the value of any deferred consideration; and

8.3.3 in the case of distribution following a sale of assets, the amount paid or to be paid on completion of the sale of assets (save for the provisions of this Article 8) in respect of each Ordinary Share on a cash and debt free basis after payment of relevant deal costs, fees, expenses and tax (if any) payable by the Group or the Shareholders and including the value of any non-cash consideration and the value of any deferred consideration.

- 8 4 For the purposes of this article 8, the number of A Ordinary Shares and B Ordinary Shares to be converted using the calculations set out above shall be agreed by an Investor Majority and the holders of not less than 50% in nominal value of the C Ordinary Shares in issue or, in default of such agreement within 7 days of the Exit Event, determined and certified by the Auditors
- 8 5 If the number of A Ordinary Shares and B Ordinary Shares to be converted is not agreed in the manner provided by article 8 4 it shall immediately be referred to the Auditors for determination and certification The Auditors shall determine and certify the number of A Ordinary Shares and B Ordinary Shares to be converted and their determination shall (save in the case of fraud or manifest error) be final and binding The reasonable costs of the Auditors shall be borne by the Company
- 8 6 Any conversion of any class of A Ordinary Shares or B Ordinary Shares pursuant to article 8 1 shall take place in proportion as nearly as possible to each holder of A Ordinary Shares or B Ordinary Shares holding of such class of A Ordinary Shares or B Ordinary Shares as appropriate

## **9. Lien**

- 9 1 The Company shall have a first and paramount lien on every Share (whether or not a fully paid Share) for all moneys (whether presently payable or not) payable or otherwise owing by the holder of such Share (or any Associate of such holder) to the Company or any other Group Company The Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this article The Company's lien on a Share shall extend generally as aforesaid as well as to any amount payable in respect of it
- 9 2 The Company may sell any Shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 Clear Days after notice in writing has been given to the holder of the Share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the Shares may be sold The provisions of article 5 shall apply to any sale of Shares made by the Company pursuant to this article (on the basis that a Mandatory Transfer Notice shall be deemed to have been given upon the expiry of such period of 14 days as is above referred to)

## **10. Forfeiture**

The provisions of article 5 shall apply in relation to any proposed sale, re-allotment or other disposal of a Share pursuant to regulation 20 of Table A (on the basis that a Mandatory Transfer Notice in respect of such Share shall be deemed to be given on such date as the Directors determine for this purpose)

## **11. Appointment and retirement of Directors**

- 11 1 The Directors shall have power at any time, and from time to time, to appoint any person (willing to act) to be a Director, either to fill a casual vacancy or as an additional Director
- 11 2 The Company may by ordinary resolution appoint a person (willing to act) to be a Director either to fill a vacancy or as an additional Director

- 11 3 No Director shall be required to vacate his office as a Director, nor shall any person be ineligible for appointment as a Director, by reason of his having attained any particular age

## **12. Removal of Directors**

In addition to the circumstances provided in regulation 81 of Table A, the office of a Director shall also be vacated if

12 1 1 he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his office be vacated, or

12 1 2 in the case of a person who is also an employee of the Company or another Group Company, he ceases to be such an employee and the Directors resolve that his office be vacated, or

12 1 3 all the other Directors unanimously resolve that his office be vacated

## **13. Proceedings of Directors**

13 1 The Directors, or a committee of the Directors, may hold meetings by telephone either by conference telephone connection(s) or by a series of telephone conversations. The views of the Directors, or a committee of the Directors, as ascertained by such telephone conversations and communicated to the chairman shall be treated as votes in favour of or against a particular resolution (as appropriate). A resolution passed at any meeting held in this manner and signed by the chairman shall be as valid and effectual as if it had been passed at a meeting of the Directors (or, as the case may be, of that committee) duly convened and held. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting is then present. In determining whether the quorum requirements fixed by or in accordance with these articles are fulfilled, all Directors participating in the meeting in accordance with this article shall be counted in the quorum and all such directors shall be entitled to vote at such meeting.

13 2 The nature of a director's interest must be declared by him at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration, and if the director was not at the date of the meeting interested in the proposed contract or arrangement, or shall become interested in a contract or arrangement after it is made, he shall forthwith after becoming so interested, advise the Board in writing of the fact and nature of his interest. A general notice to the Board by a director that he is a shareholder, director or officer of a specified firm or company (which is not affiliated or associated with the Company), and is to be regarded as interested in any contract or transaction which may, after the date of notice, be made with such firm or company shall (if such director shall give the same at a meeting of the Board, or shall take reasonable steps to secure that the same is brought up and read at the next meeting of the Board after it is given) be a sufficient declaration of interest in relation to such contract or transaction with such firm or company. A director shall not be counted as part of the quorum upon a motion in respect of any contract or arrangement which he shall make with the Company, or in which he is so interested as aforesaid.

## **14. Indemnity**

14 1 Subject to, and to the extent not avoided by, the Companies Acts but without prejudice to any indemnity to which he may otherwise be entitled

14 1 1 any person who is or was at any time a director, secretary or other officer (unless the office is or was as auditor) of the Company or of any associated Company (which for the purposes of this Article 14 have the meaning set out in section 256 of the 2006 Act) may be indemnified out of the assets of the Company to whatever extent the Directors may determine against any costs, charges, expenses, losses and liabilities sustained or incurred by him in the actual or purported execution of his duties or in the exercise or purported exercise of his powers or otherwise in connection with his office or incurred by him in connection with the Company's activities as trustees of any occupational pension scheme (which shall for the purposes of this Article 14 have the meaning given in section 235(6) of the 2006 Act),

14 1 2 the Directors shall have power to provide funds to meet any expenditure incurred or to be incurred by any person who is or was at any time a Director, secretary or other officer of the Company or any holding Company (as defined in section 1159 and schedule 6 of the 2006 Act) other than an auditor or in order to enable him to avoid incurring such expenditure, and

14 1 3 every auditor of the Company may be indemnified out of the assets of the Company to whatever extent the Directors may determine against 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 the court from liability for negligence, default, breach of duty or breach of trust in relation to the Company

14 2 The Directors may purchase and maintain insurance at the expense of the Company for the benefit of any person who is or was at any time a director or other officer or employee of the Company or of any of its group undertakings indemnifying such person against any liability which may attach to him, and any loss or expenditure which he may incur, in relation to anything actually or allegedly done or omitted to be done by him as a director, officer or employee, whether or not it involves any negligence, default, breach of duty or breach of trust by him in relation to the Company or the relevant group undertaking.

14 3 Subject to the provisions of the Companies Acts, a Director shall (in the absence of some other material interest as is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any proposal concerning any insurance which the Company is empowered to purchase and/or maintain for or for the benefit of any Directors provided that for the purposes of this article 14 3 insurance shall mean only insurance against the costs, charges, expenses, losses and liabilities incurred by a Director as are referred to in article 14 2 or any other insurance which the Company is empowered to purchase and/or maintain for or for the benefit of any groups of persons consisting of or including Directors

## **15. Subsidiaries**

The Company shall procure that each other Group Company shall comply with those provisions of these Articles which are expressed to apply to a Group Company and that no Group Company shall do or permit to be done any act, matter or thing which if it were



done or permitted to be done by the Company would constitute a breach by the Company of any provision of these Articles or would require any consent, approval or sanction under these Articles, unless in such latter case such consent, approval or sanction has first been obtained

## **16. Facility Agreement**

### **16 1 Notwithstanding anything to the contrary contained in these Articles**

16 1 1 no declaration or payment of any dividend or other distribution (whether in cash or in kind) on or in respect of the share capital of the Company (or any class of its share capital), and

16 1 2 no redemption, repurchase, repayment or other return of any of the share capital of the Company (or any class of its share capital),

shall be made to the extent that it is prohibited by the terms of the Facilities Agreement or any agreement from time to time entered into by the Company with any bank or financial institution in connection with the provision of financial accommodation to the Company and/or any of its Subsidiaries

### **16 2 No rights accruing to any member arising out of**

16 2 1 the late payment of any dividend or other distribution (whether in cash or in kind) on or in respect of the share capital of the Company (or any class of its share capital), or

16 2 2 the late redemption, repurchase, repayment or other return of any of the share capital of the Company (or any class of its share capital),

shall entitle any such member to vote on any matter that is connected with the enforcement (whether by way of action, insolvency proceeding or otherwise) of such rights unless and until all amounts which may be or become payable by the Company and/or any of its Subsidiaries under or in connection with the Facilities Agreement or any other financing agreement have been irrevocably paid in full