

Company Number 08595164

COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY SHARES

CARCRAFT GROUP LIMITED

(THE "COMPANY")

Print of resolutions of the sole member

(PASSED ON 28 MARCH 2014)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the following resolutions were proposed by the directors of the Company and agreed to by the sole member of the Company by way of written resolutions passed on 28 March 2014

SPECIAL RESOLUTION (1)

That, in accordance with section 21 of the Companies Act 2006, the articles of association contained in the document which was produced to the meeting and marked "A" for identification are approved and adopted as the Company's articles of association in substitution for, and to the exclusion of, the Company's existing articles of association

ORDINARY RESOLUTION (2)

That, the issued Ordinary share of £1 in the capital of the Company shall be redesignated as an A share and shall have the rights attaching as are detailed in the articles of association of the Company, which are to be adopted pursuant to the Special Resolution above

ORDINARY RESOLUTION (3)

That, in accordance with section 551 of the Companies Act 2006, the directors of the Company are generally and unconditionally authorised to exercise any power of the Company to allot shares, and to grant rights to subscribe for, or to convert any security into, shares, provided that the maximum amount of shares that may be allotted under this authorisation is 30,000 A shares of £1 each and 160,000 B shares of £1 each and that this authorisation will expire on 1 March 2019

Signed



For and behalf of
Sisec Limited
Company Secretary

Date

27 May 2014



The Companies Act 2006

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES

of

ASSOCIATION

OF

CARCRAFT GROUP LIMITED
(Incorporated on 3 July 2013)



Ref C1MKP/3766711

Hogan Lovells International LLP
Atlantic House, Holborn Viaduct, London EC1A 2FG

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Hogan Lovells

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A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES of ASSOCIATION

OF

**CARCRAFT GROUP LIMITED
(THE "COMPANY")**

(adopted by a written resolution passed on 28 March 2014)

1. DEFINED TERMS

In these Articles, unless the context requires otherwise

"A Ordinary Shares" means the means the A Ordinary Shares of £1 00 each in the capital of the Company having the rights and being subject to the restrictions set out in these Articles and **"A Ordinary Share"** shall be construed accordingly,

"Acceptance Period" is defined in article 33 4,

"Acquiror" is defined in article 33 1,

"Act" means the Companies Act 2006,

"acting in concert" has the same meaning as in the United Kingdom's City Code on Takeovers and Mergers, as amended from time to time,

"Affiliate" means with respect to a person (the **"First Person"**)

- (a) another person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the First Person,
- (b) a pooled investment vehicle organised by the First Person (or an Affiliate thereof) the investments of which are directed by the First Person,
- (c) a partner or an officer or employee of the First Person (or an Affiliate thereof),
- (d) an investment fund organised by the First Person for the benefit of the First Person's (or its Affiliates') partners, officers or employees or their dependants, or

(e) a successor trustee or nominee for, or a successor by re-organisation of, a qualified trust,

"alternate" or **"alternate Director"** is defined in article 14,

"appointor" is defined in article 14 1,

"Articles" means the Company's articles of association as amended from time to time,

"B Ordinary Shares" means the B Ordinary Shares of £1 00 each in the capital of the Company having the rights and being subject to the restrictions set out in these Articles and **"B Ordinary Share"** shall be construed accordingly,

"bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,

"Beneficiary" means, in relation to a Shareholder, a person or persons on whose behalf that Shareholder holds its Shares as notified in writing to the Company by that Shareholder from time to time,

"Board" means the board of Directors for the time being of the Company,

"Business Day" means a day, except a Saturday or Sunday, on which banks are generally open for business in London, England,

"call" is defined in article 29 9,

"call notice" is defined in article 29 9,

"capitalised sum" is defined in article 39 1(b),

"Chairman" means the person appointed as chairman of the Board pursuant to article 6 16,

"Chairman's Interest" is defined in article 8 12(b),

"Company's lien" is defined in article 29 1,

"Confidential Information" means any information in any form relating to any Group member's business, customers or financial or other affairs (including future plans and business development), but does not include information which is publicly known at the time of its disclosure,

"Day" means a period of 24 hours beginning and ending on 00 00 (midnight),

"Director" means a director of the company, and includes any person occupying the position of Director, by whatever name called,

"distribution recipient" is defined in article 38 7,

"document" includes, unless otherwise specified, any document sent or supplied in electronic form,

"Dragged Shareholders" is defined in article 34 1,

"electronic address" means any number or address used for the purpose of sending or receiving notices, documents or information by electronic means,

"electronic form" has the meaning given in section 1168 of the Act,

"electronic means" has the meaning given in section 1168 of the Act,

"eligible Director" means a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter),

"Encumbrance" means any interest, right or equity of any person (including any right to acquire, option or right of pre-emption) or any encumbrance over or in the relevant Shares and includes any voting agreement in respect of relevant Shares, whether or not subject to a condition or condition precedent (other than any right, equity or lien arising pursuant to the provisions of these Articles),

"Equity Shareholders" is defined in article 25 7(a),

"Event of Default" means an event of default under the Loan Notes or any funding arrangements for the benefit of the Company or any member of the Group,

"Excess Share Shareholders" is defined in article 25 7(a),

"Excess Shares" is defined in article 25 7(a),

"Former Employee" is defined in article 32 2,

"fully paid" in relation to a Share, means that the nominal value and any premium to be paid to the Company in respect of that Share have been paid to the Company,

"Group" means the Company and each subsidiary undertaking from time to time and

"Group member" means any of them,

"Group Member Interest" is defined in article 8 8,

"hard copy form" has the meaning given in section 1168 of the Act,

"holder" in relation to Shares means the person whose name is entered in the register of Shareholders as the holder of the Shares,

"Initial Public Offering" means the first public offering of any class of equity securities by the Company (or a new holding company interposed for the purposes of being a successor of the Company) in the legal form (after conversion if necessary) that results in a listing of such class of securities on a public securities market, whether effected by way of an offer for sale, a new issue of Shares, an introduction, a placing or otherwise,

"instrument" means a document in hard copy form,

"Interested Director" means any Director who has or could have a Situational Conflict,

"Investment Agreement" means the Investment Agreement entered into between the Company and the Shareholders and others on or after the date of adoption of these articles,

"Investor" means any person who is or becomes an investor for purposes of the Investment Agreement and **"Investors"** shall be construed accordingly,

"Investor Director(s)" means the Director(s) (if any) appointed pursuant to the Investment Agreement,

"Investor Director Interest" is defined in article 8 10(a),

"Investor Permitted Transferee" means a transferee who has acquired Shares in accordance with the provisions of clause 11 2 of the Investment Agreement,

"Leaving Shareholder" is defined in article 32 1,

"Loan Note Covenants" has the definition given to it in the Y Loan Note Instrument and the Z Loan Note Instrument,

"Loan Notes" means the Y Loan Notes and the Z Loan Notes or either of them,

"Majority Selling Shareholders" is defined in article 34 1,

"Non-Selling Shareholders" is defined in article 33 1,

"Notified Price" is defined in article 33 1,

"Observer" means the person appointed pursuant to article 12 3,

"ordinary resolution" has the meaning given in section 282 of the Act,

"Original Investor(s)" means Noel McKee and Darren McKee,

"paid" means paid or credited as paid,

"Paid-up Amount" means the nominal amount and premium (if any) paid as a subscription for a Share,

"participate", in relation to a Directors' meeting, has the meaning given in article 6 9,

"partly paid" in relation to a Share means that part of that Share's nominal value or any premium at which it was issued which has not been paid to the Company,

"persons entitled" is defined in article 39 1(b),

"Proposed Drag-Along Sale" is defined in article 34 1,

"Proposed Tag-along Transfer" is defined in article 33 1,

"proxy notice" is defined in article 17 8,

"Purchaser" is defined in article 34 1,

"Related Person" is defined in article 32 3,

"Relevant Interest" means a Group Member Interest or an Investor Director Interest (where applicable),

"Relevant Investor" is defined in article 8 10(a),

"Relevant Matter" is defined in article 7 1(a),

"Sale" means the sale and transfer of the entire issued share cap of the Company or the sale of the whole (or substantially the whole) of the assets and undertakings of the Company or the Group,

"Sale Shares" is defined in article 33 7,

"Secretary" means any person appointed by the Directors to perform the duties of the secretary of the Company from time to time,

"Selling Shareholder" is defined in article 33 1,

"Shareholders" means the holders for the time being of Shares and **"Shareholder"** means any one of them,

"Shares" means shares in the capital of the Company,

"Situational Conflict" means any direct or indirect interest of an Interested Director that conflicts or possibly may conflict with the interests of the Company and which would, if not authorised by the Directors pursuant to these Articles, involve such director breaching his duty under section 175 of the Act but excluding

- (a) Transactional Conflicts, and
- (b) interests that cannot reasonably be regarded as likely to give rise to a conflict of interest, and

a conflict of interest includes a conflict of interest and duty and a conflict of duties,

"special resolution" has the meaning given in section 283 of the Act,

"Specified Majority" means the holders of more than 50% in nominal value of the Shares for the time being in issue and/or such persons' Beneficiaries,

"subsidiary undertaking" has the meaning given in section 1162 of the Act,

"Tagging Shareholder" is defined in article 33 2,

"Transactional Conflict" means any direct or indirect interest of a Director in relation to an existing or a proposed transaction or arrangement with the Company,

"transmittee" means a person entitled to a Share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law,

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise,

"Y Loan Note Instrument" means the instrument dated 28 March 2014 constituting the Y Loan Notes,

"Y Loan Notes" means the loan notes to be issued by the Company pursuant to the Y Loan Note Instrument,

"Z Loan Note Instrument" means the instrument dated 28 March 2014 constituting the Z Loan Notes, and

"Z Loan Notes" means the loan notes to be issued by the Company pursuant to the Z Loan Note Instrument

2 INTERPRETATION

- (a) Unless the context otherwise requires
 - (i) words denoting the singular number include the plural number and vice-versa,
 - (ii) words denoting the masculine gender include the feminine and neuter genders and vice versa,
 - (iii) references to persons includes bodies corporate, unincorporated associations and partnerships,
 - (iv) any reference to an article shall be construed as a reference to the relevant article of these Articles unless expressly provided otherwise,
 - (v) a reference to any statute, statutory instrument or provision of a statute or statutory instrument includes a reference to any statutory modification, re-enactment or renumbering of it for the time being in force,
 - (vi) references to the execution of a document in electronic form include references to it being executed by such means as the Board may from time to time approve (including for the purpose of establishing the authenticity or integrity of the relevant document),
 - (vii) the headings are inserted for convenience only and do not affect the construction of these Articles, and
 - (viii) a reference to the transfer of a Share means
 - (1) the transfer, sale, assignment or other disposal of the legal and/or beneficial interest in that Share,
 - (2) the creation of any Encumbrance over any legal or beneficial interest in any Share (other than a lien arising pursuant to these Articles),
 - (3) the renunciation or assignment of any right to receive the legal or beneficial interest in that Share or a direction given by the holder of that Share that any legal or beneficial interest in that Share shall be allotted or issued to any person other than such holder,
 - (4) the grant of an option to acquire any legal or beneficial interest in that Share, or
 - (5) any agreement to do any of the foregoing,and "**transferring**" and "**transfers**" shall be construed accordingly
- (b) Save as defined in article 1 and unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the company

- (c) The agreement, consent, direction or vote of a Shareholder under these Articles may be given by the Shareholder or, failing that and so long as the Shareholder has not given any conflicting agreement, consent, direction or vote, by that Shareholder's Beneficiary

3 EXCLUSION OF THE MODEL ARTICLES REGULATIONS

No regulations or articles contained in any statute or subordinate legislation, including but not limited to the articles contained in Schedules 1 to 3 of The Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall apply as the regulations or articles of the Company or the Articles

4 LIABILITY OF THE SHAREHOLDERS

The liability of the Shareholders is limited to the amount, if any, unpaid on the Shares held by them

5 DIRECTORS' POWERS AND RESPONSIBILITIES

- 5 1 Subject to these Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

- 5 2 The Shareholder may, by special resolution, direct the Directors to take, or refrain from taking, specified action. No such special resolution invalidates anything which the Directors have done before the passing of the resolution

- 5 3 Subject to these Articles, the Directors may delegate any of the powers which are conferred on them under these Articles

- (a) to such person or committee,
- (b) by such means (including by power of attorney),
- (c) to such an extent,
- (d) in relation to such matters or territories, and
- (e) on such terms and conditions,

as they think fit

If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated. The Directors may revoke any delegation in whole or part, or alter its terms and conditions

- 5 4 A committee of the Directors must include at least one Investor Director and the quorum for a meeting of any such committee must, throughout the meeting, consist of the Chairman and the Investor Director together with one other Director

- 5 5 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by Directors. The Directors may make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them

5 6 The Directors may exercise the voting powers conferred by the Shares in any company held or owned by the Company or exercisable by them as Directors of such other company in such manner in all respects as they think fit

6 DECISION-MAKING BY DIRECTORS

6 1 Decisions of the Directors may be taken

- (a) at a Directors' meeting, or
- (b) in the form of a Directors' written resolution

6 2 The Specified Majority and/or any Director may call a Directors' meeting by giving not less than 5 Business Days' notice of the meeting (or such lesser notice as one Investor Director may agree) to the Directors or by authorising the Secretary (if any) to give such notice

6 3 Notice of any Directors' meeting must indicate

- (a) its proposed date and time,
- (b) where it is to take place, and
- (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting

6 4 Notice of a Directors' meeting must be given to each Director, but need not be in writing

6 5 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 Days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

6 6 Notice of any Directors' meeting must be accompanied by

- (a) an agenda specifying in reasonable detail the matters to be raised at the meeting, and
- (b) copies of any papers to be discussed at the meeting

6 7 Matters not on the agenda or business conducted in relation to those matters may not be raised at a meeting of Directors unless an Investor Director agrees in writing

6 8 Breach of articles 6 3 to 6 7 shall not affect the validity of any meeting of the Directors which has not been validly convened

6 9 Subject to these Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when

- (a) the meeting has been called and takes place in accordance with these Articles, and
- (b) they can each communicate orally to the others any information or opinions they have on any particular item of the business of the meeting

- 6 10 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is
- 6 11 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is and if there is no agreement between the Directors, the 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 is
- 6 12 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting Subject to Article 8 3(a), a quorum shall consist of two Directors, of whom one must be either the Chairman or an Investor Director and one shall be another Director
- 6 13 In the event that at any duly convened meeting of the Directors the meeting is not quorate or if during the meeting such a quorum ceases to be present, the meeting shall be adjourned for 24 hours following such meeting at the same time and place and such Directors present shall constitute a quorum subject to at least one Investor Director being present
- 6 14 (or to such other Day and at such other time and place as at least one Investor Director may agree in writing) and notice of the adjournment and of the time and place of the adjourned meeting shall be given to all Directors by 5 00 pm (London time) (or as soon thereafter as practicable) on the Day of the originally convened meeting At such adjourned meeting the quorum shall be any two Directors, of whom one must be an Investor Director
- 6 15 If the total number of Directors in office for the time being is less than the quorum required, the Directors must not take any decision other than a decision
- (a) to appoint further Directors, or
 - (b) to call a general meeting so as to enable the Shareholders to appoint further Directors
- 6 16 A Director to chair their meetings of the directors shall be appointed in accordance with the Investment Agreement (the "Chairman") The Chairman shall preside at any Board meeting, committee meeting and any general meeting at which he is present If the Chairman for the time being is unable to attend any Board meeting, committee meeting or general meeting or at any time, there is no Chairman, another Investor Director may act as Chairman in his place at the Board meeting or pending such appointment (as the case may be)
- 6 17 Subject to these Articles, a decision is taken at a Directors' meeting by a majority of the votes of the eligible Directors Subject to these Articles, each eligible Director participating in a Directors' meeting has one vote
- 6 18 If the numbers of votes for and against a proposal are equal, the Chairman shall have a casting vote
- 6 19 A Director who is also an alternate Director has an additional vote on behalf of each appointor who is
- (a) not participating in a Directors' meeting, and

- (b) would have been entitled to vote if they were participating in it

7 DIRECTORS' INTERESTS - TRANSACTIONAL CONFLICTS

7 1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company

- (a) may be a party to, or otherwise interested in, any contract, transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested (a "**Relevant Matter**"),
- (b) shall be an eligible Director and shall be entitled to count in the quorum for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such Relevant Matter or proposed Relevant Matter in which he is interested,
- (c) shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or vote on a Directors' written resolution, in respect of such Relevant Matter or proposed Relevant Matter in which he is interested,
- (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director,
- (e) may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and
- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such Relevant Matter or from any such office or employment or from any interest in any such body corporate and no such Relevant Matter shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

7 2 The provisions of article 7 1 shall only apply to Transactional Conflicts and shall not apply to Situational Conflicts

8 DIRECTORS' INTERESTS - SITUATIONAL CONFLICTS

8 1 The Directors shall, in accordance with the requirements set out in articles 8 1 to 8 7, have the power, by resolution, to authorise any Situational Conflict

8 2 Where a situation arises in which an Interested Director has or could have a Situational Conflict, the Interested Director or any other Director must provide the Board with such details of the Situational Conflict as are necessary for the Board to decide whether or not to authorise the Situational Conflict. Such details may be provided in writing and shall be delivered to the other Directors together with such additional information as may be requested by the Board or made orally at a Board meeting

- 8 3 For the purposes of any Board meeting held pursuant article 8 2 at which a resolution to authorise the relevant Situational Conflict pursuant to section 175(4)(b) of the Act is to be considered, any such resolution and authorisation will be effective only if
- (a) any requirement as to the quorum for the relevant Board meeting is met without counting the Interested Director and if all the Investor Directors are Interested Directors, the quorum for such meeting (or part of a meeting) shall be any two eligible Directors provided that a meeting where the Investor Director does not form part of the quorum due to being an Interested Director shall only ever be permitted to consider authorisation of the relevant Situational Conflict and no other business shall be transacted at such meeting, and
 - (b) the authorisation was given without the Interested Director voting on the resolution or would have been given if the Interested Director's vote had not been counted
- 8 4 Any authorisation by the Directors of a Situational Conflict under articles 8 1 to 8 7 may (whether at the time of giving the authority or subsequently)
- (a) extend to any actual or potential Situational Conflict which may reasonably be expected to arise out of the matter so authorised,
 - (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Board or otherwise) related to the Situational Conflict,
 - (c) provide that the Interested Director shall or shall not be an eligible Director in respect of any future decision of the Directors in relation to any resolution relating to the Situational Conflict,
 - (d) permit the Interested Director to absent himself from the discussion of matters relating to the Situational Conflict at any meeting of the Board and be excused from reviewing papers prepared by, or for, the Board to the extent that they relate to such matters, and
 - (e) impose on the Interested Director such other terms or conditions for the purposes of dealing with the Situational Conflict and for such duration as the Board thinks fit
- 8 5 The Board may terminate, revoke or vary the authorisation of a Situational Conflict at any time provided that this will not affect anything done by the Interested Director prior to such termination, revocation or variation in accordance with the terms of the authorisation
- 8 6 Where the Board authorises a Situational Conflict
- (a) the Interested Director will be obliged to conduct himself in accordance with any terms imposed by the Board in relation to the Situational Conflict, and
 - (b) the Interested Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) which the Board imposes in respect of its authorisation
- 8 7 In authorising a Situational Conflict, the Directors may decide (whether at the time of giving the authority or subsequently) that if a Director has obtained any information through his involvement in the Situational Conflict otherwise than as a Director and in

respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to

(a) disclose such information to the Directors or to any Director or other officer or employee of the Company, or

(b) use or apply any such information in performing his duties as a Director,

where to do so would amount to a breach of that confidence

8 8 Subject to complying with his duties as a Director under Part X of the Act, any Director, notwithstanding his office, may at any time be

(a) an officer of, employed by, or (directly or indirectly) hold Shares or other securities in the Company, or

(b) a director or other officer of, employed by, or (directly or indirectly) hold shares or other securities or otherwise be directly or indirectly interested in any other Group member,

(a "**Group Member Interest**") and no authorisation under articles 8 1 to 8 7 shall be necessary in respect of any such Group Member Interest

8 9 Notwithstanding his office or the existence of an actual or potential conflict between the interests of the Company and any Group Member Interest, any Interested Director shall

(a) be entitled to count in the quorum and to vote at a meeting or any part of a meeting of the Directors (or of a committee of the Directors) at which any matter which may be relevant to the Group Member Interest may be discussed (other than in relation to that Director's employment with any Group member),

(b) not be accountable to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Group Member Interest, and

(c) not be required to disclose to the Directors or any other officer or employee of the Company any Confidential Information which is obtained by him as a result of a Group Member Interest and otherwise than as a Director or use or apply any such Confidential Information in performing his duties as a Director where to do so would amount to a breach of that confidence

8 10 Subject to complying with his duties as a Director under Part X of the Act, any Investor Director, notwithstanding his office, may at any time be a director or other officer of, employed by, or (directly or indirectly) hold shares or other securities or otherwise be directly or indirectly interested in

(a) any Investor, Investor Affiliate or any other entity which (directly or indirectly) holds Shares in the Company (a "**Relevant Investor**") and the Investor Director may, on behalf of the Investor, give or withhold any consent or give any direction required of any Investor pursuant to the terms of any Investment Agreement or of any document ancillary to the Investment Agreement, or

(b) any other company in which a Relevant Investor (directly or indirectly) also hold shares or other securities or is otherwise directly or indirectly interested,

(an "Investor Director Interest") and no authorisation under articles 8 1 to 8 7 shall be necessary in respect of any such Investor Director Interest

8 11 Notwithstanding his office or the existence of an actual or potential conflict between the interests of the Company and any Investor Director Interest, any Investor Director shall

- (a) be entitled to count in the quorum and to vote at a meeting or any part of a meeting of the Directors (or of a committee of the Directors) at which any matter which may be relevant to the Investor Director Interest may be discussed (other than in relation to that Director's employment with any Group member),
- (b) not be accountable to the Company for any remuneration, profit or other benefit which he derives from or in connection with any Investor Director Interest,
- (c) be entitled to report back to any Investor, Investor Affiliate, any proposed investor in a Group member, the auditors to any Group member and any lender or proposed lender to a Group member and any of their respective professional advisers on the affairs of any Group member and to disclose such information to such persons as he considers appropriate,
- (d) for the purposes of facilitating a Sale, be entitled to disclose any information relating to the affairs of any Group member to a proposed purchaser, underwriter, sponsor or broker provided that the Interested Director procures that the recipient of such information is made aware that any such information is confidential and should be treated as confidential, and
- (e) not be required to disclose to the Directors or any other officer or employee of the Company any Confidential Information where such Confidential Information is obtained by him as a result of an Investor Director Interest and otherwise than as a Director or use or apply any such Confidential Information in performing his duties as a Director where to do so would amount to a breach of that confidence

8 12 Notwithstanding the provisions of articles 8 1 to 8 11, the Investor Majority may, at any time by notice in writing to the Company and on such terms as they think fit, authorise

- (a) a Situational Conflict which has been notified to the Board by any Director under article 8 1 to 8 7,
- (b) any Situational Conflict which has been notified to the Board by the Chairman under article 8 1 to 8 7 and which arises by virtue of his appointment or proposed appointment as a director or other officer of, and/or his holding of shares or other securities (whether directly or indirectly) in, any company other than a Group Company (a "Chairman's Interest"), or
- (c) any Group Member Interest or Investor Director Interest which has been disclosed to the Board under articles 8 8 to 8 11,

whether or not the matter has already been considered under, or is deemed to fall within, articles 8 8 to 8 11 (as the case may be)

8 13 No agreement, contract or arrangement entered into shall be liable to be avoided by virtue of

- (a) any Director having an interest of the type referred to in article 8 1 to 8 7 where the relevant Situational Conflict has been approved pursuant to that article or which is authorised pursuant to article 8 12,
- (b) the Chairman having a Chairman's Interest which has been approved by the Board under articles 8 8 to 8 9 or which is authorised pursuant to article 8 12,
- (c) any Director having a Group Member Interest which falls within articles 8 8 to 8 9 or which is authorised pursuant to article 8 12, or
- (d) any Investor Director having an Investor Director Interest which falls within articles 8 10 and 8 11 or which is authorised pursuant to article 8 12

9 DIRECTORS' WRITTEN RESOLUTIONS

- 9 1 Any Director may propose a Directors' written resolution
- 9 2 The Secretary (if any) must propose a Directors' written resolution if a Director so requests
- 9 3 A Directors' written resolution is proposed by giving notice of the proposed resolution to the Directors
- 9 4 Notice of a proposed Directors' written resolution must indicate
 - (a) the proposed resolution, and
 - (b) the time by which it is proposed that the Directors should adopt it
- 9 5 Notice of a proposed Directors' written resolution must be given in writing to each Director
- 9 6 Any decision which a person giving notice of a proposed Directors' written resolution takes regarding the process of adopting that resolution must be taken reasonably in good faith
- 9 7 A proposed Directors' written resolution is adopted when all eligible Directors have signed one or more copies of it, provided that those Directors would have formed a quorum at such a meeting. It is immaterial whether any Director signs the resolution before or after the time by which the notice proposed that it should be adopted. Once a Directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a Directors' meeting in accordance with these Articles

10 RECORDS OF DECISIONS TO BE KEPT

The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every decision taken by the Directors at a meeting or by way of written resolution

11 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to these Articles, the Directors may make any rule which they think fit about how they take decisions and about how such rules are to be recorded or communicated to Directors

12 APPOINTMENT AND REMOVAL OF DIRECTORS

- 12 1 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director
- (a) by ordinary resolution,
 - (b) by a decision of the Directors
- 12 2 A notice appointing or removing a Director under article 12 1 may consist of several documents in similar form each signed by or on behalf of any of the Shareholders of the Specified Majority and delivered by post or by hand or by facsimile transmission to the registered office of the Company. The appointment or removal takes effect immediately on deposit of the notice in accordance with this article 12 2 or such later date (if any) specified in the notice
- 12 3 The Specified Majority may from time to time to appoint a person (an "**Observer**") to attend meetings of the Board (and its committees) and meetings of the boards of directors of subsidiaries of the Company (and their committees). The Observer must be given (at the same time as the relevant Directors) notice of all meetings of the Directors and all agendas, minutes and other papers relating to those meetings but may not speak at meetings or require business to be added to the agenda and may not in any circumstances vote on any matter. The Company must reimburse all reasonable expenses of the Observer properly incurred in performance of his functions (whether such functions are performed in respect of the Company or one of its subsidiaries)
- 12 4 A person ceases to be a Director as soon as
- (a) that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law,
 - (b) a bankruptcy order is made against that person or such person has an interim receiving order made against him,
 - (c) a composition is made with that person's creditors generally in satisfaction of that person's debts or such person applies to the court for an interim order under section 253 of the Insolvency Act 1986 in connection with a voluntary arrangement under that Act,
 - (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three Months and the Directors resolve that his office should be vacated,
 - (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,
 - (f) notification is received by the Company from the Director that the Director is resigning from office and such resignation has taken effect in accordance with its terms, or
 - (g) he is removed from office under the provisions of article 12 1

12 5 A resolution of the Directors that a Director has vacated office under the terms of this article 12 4 shall be conclusive as to the fact and grounds of vacation stated in the resolution

12 6 If a Director shall cease to be a Director for any reason, he shall automatically cease to have any position on any committee set up by the Directors

13 DIRECTORS' REMUNERATION AND EXPENSES

13 1 Directors may undertake any services for the Company that the Directors decide and the Company may enter into a service contract with any Director on such terms as the Directors think fit

13 2 Subject to article 14 8, Directors are entitled to such remuneration as the Directors determine

- (a) for their services to the Company as Directors,
- (b) for any other service which they undertake for the Company, and
- (c) for any executive office or employment with the Company or any body corporate which is a Group member

13 3 Subject to these Articles, a Director's remuneration may

- (a) take any form, and
- (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director

13 4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day

13 5 The Company may pay any reasonable expenses which the Directors (including alternate Directors) and the Secretary (if any) properly incur in connection with their attendance at

- (a) meetings of Directors or committees of Directors,
- (b) general meetings, or
- (c) separate meetings of the holders of any class of Shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company

14 ALTERNATE DIRECTORS

14 1 Any Director (the "appointor") may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to

- (a) exercise that Director's powers, and
- (b) carry out that Director's responsibilities,

in relation to the taking of decisions by the Directors, in the absence of the alternate's appointor

- 14 2 For the purposes of these Articles, an alternate Director appointed by an Investor Director shall be deemed to be an Investor Director
- 14 3 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the Directors
The notice must
- (a) identify the proposed alternate, and
 - (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice
- 14 4 An alternate Director may act as alternate Director to more than one Director and such alternate Director has the same rights in relation to any Directors' meeting or Directors' written resolution, as the alternate's appointor
- 14 5 Except as these Articles specify otherwise, alternate Directors
- (a) are deemed for all purposes to be Directors,
 - (b) are liable for their own acts and omissions,
 - (c) are subject to the same restrictions as their appointors, and
 - (d) are not deemed to be agents of or for their appointors,
- and, in particular (without limitation), each alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member
- 14 6 A person who is an alternate Director but not a Director
- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating),
 - (b) may sign a written resolution (but only if his appointor is an eligible Director in relation to the resolution and it is not signed or to be signed by that person's appointor),
 - (c) shall not be counted as more than one Director for the purposes of articles 14 6(a) and 14 6(b)
- 14 7 A Director who is also an alternate Director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the Directors (provided that his appointor is an eligible Director in relation to that decision), but shall not count as more than one Director for the purposes of determining whether a quorum is present
- 14 8 An alternate Director may be paid expenses and may be indemnified by the Company to the same extent as his appointor but shall not be entitled to receive any remuneration from the Company for serving as an alternate Director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company
- 14 9 An alternate Director's appointment as an alternate terminates

- (a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director,
- (c) on the death of the alternate's appointor, or
- (d) when the alternate's appointor's appointment as a Director terminates

15 SECRETARY

- 15 1 The Directors may appoint any person who is willing to act as the Secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors
- 15 2 If no person is appointed as Secretary, any references in these **Articles** to the Secretary shall be treated as references to the Chairman or any other Director authorised generally or specifically to act as Secretary by the Directors

16 ORGANISATION OF GENERAL MEETINGS

- 16 1 Notice of general meetings need not be given to Shareholders who, under the provisions of these Articles or the terms of issue of the Shares they hold, are not entitled to receive such notices from the Company
- 16 2 A Shareholder present, either in person or by proxy, at any meeting of the Company or of the holders of any class of Shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called
- 16 3 Every person who becomes entitled to a Share shall be bound by any notice in respect of that Share which, before his name is entered in the register of Shareholders, has been duly given to a person from whom he derives his title
- 16 4 Where the Company has given an electronic address in any notice of meeting, any document or information relating to proceedings at the meeting may be sent by electronic means to that address, subject to any conditions or limitations specified in the relevant notice of meeting
- 16 5 If
- (a) the Company has fewer than two Directors, and
 - (b) the Director (if any) is unable or unwilling to appoint sufficient Directors to make up a quorum or to call a general meeting to do so,
- then any Shareholder may call a general meeting (or instruct the Secretary (if any) to do so) for the purpose of appointing one or more Directors
- 16 6 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate orally to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting
- 16 7 A person is able to exercise the right to vote at a general meeting when

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 16 8 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it
- 16 9 In determining attendance at a general meeting, it is immaterial whether any two or more Shareholders attending it are in the same place as each other
- 16 10 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them
- 16 11 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. The Specified Majority present in person, by proxy or, being a corporation, by a duly authorised representative, shall constitute a quorum
- 16 12 The Chairman if present and willing to do so or, in the absence of such Chairman, some other Director nominated in accordance with article 16 13, shall chair general meetings
- 16 13 If the Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start or the Directors have not appointed a Chairman, an Investor Director (as determined by the Special Majority) will act as chairman of the meeting and the appointment of the chairman of the meeting must be the first business of the meeting
- 16 14 The person chairing a meeting in accordance with article 16 12 or 16 13 is referred to as the "**chairman of the meeting**"
- 16 15 Directors may attend and speak at general meetings, whether or not they are Shareholders. The chairman of the meeting may permit other persons who are not
 - (a) Shareholders of the Company, or
 - (b) otherwise entitled to exercise the rights of Shareholders in relation to general meetings,to attend and speak at a general meeting
- 16 16 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it
- 16 17 The chairman of the meeting may adjourn a general meeting at which a quorum is present if
 - (a) the meeting consents to an adjournment, or
 - (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner

16 18 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting

16 19 When adjourning a general meeting, the chairman of the meeting must

- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting

16 20 If the continuation of an adjourned meeting is to take place more than 14 Days after it was adjourned, the Company must give at least seven clear Days' notice of it (that is, excluding the Day of the adjourned meeting and the Day on which the notice is given)

- (a) to the same persons to whom notice of the Company's general meetings is required to be given, and
- (b) containing the same information which such notice is required to contain

16 21 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

17 VOTING AT GENERAL MEETINGS

17 1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles

17 2 The voting entitlements of Shareholders are subject to any rights or restrictions attached to Shares held by them, whether or not such rights or restrictions are set out in these Articles

17 3 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid Any such objection must be referred to the chairman of the meeting, whose decision is final

17 4 A poll on a resolution may be demanded

- (a) in advance of the general meeting where it is to be put to the vote, or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared

17 5 A poll may be demanded by

- (a) the chairman of the meeting, or
- (b) the directors, or
- (c) two or more persons having the right to vote on the resolution, or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the resolution, or
- (e) a person or persons holding Shares in the Company conferring a right to vote on the resolution, being Shares on which an aggregate sum has been paid up equal

to not less than 10% of the total sum paid up on all the Shares conferring that right

A demand for a poll by a proxy counts, for the purposes of article 17 5(c), as a demand by a Shareholder, for the purposes of article 17 5(d), as a demand by a Shareholder representing the voting rights that the proxy is authorised to exercise, and for the purposes of article 17 5(e), as a demand by a Shareholder holding the Shares to which those rights are attached

17 6 A demand for a poll may be withdrawn if

- (a) the poll has not yet been taken, and
- (b) the chairman of the meeting consents to the withdrawal,

and a demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made

17 7 Polls must be taken immediately and in such manner as the chairman of the meeting directs

17 8 Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which

- (a) states the name and address of the Shareholder appointing the proxy,
- (b) identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed,
- (c) is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine,
- (d) is delivered to the Company in accordance with these **Articles** and any instructions contained in the notice of the general meeting to which they relate,

and a proxy notice which is not so delivered in such manner shall be invalid, unless the Directors, in their discretion, accept the notice at any time before the meeting

17 9 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes

17 10 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions

17 11 Unless a proxy notice indicates otherwise, it must be treated as

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

17 12 Any notice of a general meeting must specify the address or addresses at which the Company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form

- 17 13 In accordance with the Act, and these Articles, the Directors may allow an appointment of proxy to be sent or supplied in electronic form, subject to any conditions or limitations which the Directors may specify, and where the Company has given an electronic address in any instrument of proxy or invitation to appoint a proxy, any document or instrument relating to proxies for the meeting (including any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy, or notice of the termination of the authority of a proxy) may be sent by electronic means to such electronic address, subject to any conditions or limitations specified in the relevant notice of meeting
- 17 14 The proxy notice must
- (a) in the case of a proxy notice which is in hard copy form, be received at the Company's registered office (or at such other place or by such person as may be specified or agreed by the Directors) not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote (or such later time up to and including at the meeting or adjourned meeting as the directors may agree) together with (if required by the Directors) any authority under which it is made or a copy of such authority, certified notarially or in some other manner approved by the Directors, or
 - (b) in the case of a proxy notice made by electronic means, be received at the address specified by the Company for the receipt of proxy notices by electronic means not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote (or such later time up to and including at the meeting or adjourned meeting as the directors may agree) Any authority pursuant to which a proxy notice made by electronic means is made or a copy of such authority, certified notarially or in some other manner approved by the Directors, must, if required by the Directors, be received at the Company's registered office (or at such other place or by such person as may be specified or agreed by the Directors) not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote (or such later time up to and including at the meeting or adjourned meeting as the Directors may agree)
- 17 15 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person
- 17 16 An appointment under a proxy notice may be revoked by delivering to the Company, in the same manner as the proxy notice which is being revoked, was delivered under article 17 14 or in such manner as the Directors may agree, a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given
- 17 17 A notice revoking a proxy appointment only takes effect if it is delivered not less than 48 hours before the start of the meeting or adjourned meeting to which it relates, or (if agreed by the directors) such later time up to and including at the meeting or adjourned meeting itself
- 17 18 A vote given or poll demanded by a proxy or by the duly authorised representative of a corporate Shareholder shall be valid notwithstanding the previous revocation of the authority of the person voting or demanding a poll unless

- (a) in the case of a proxy appointment, notice of the revocation was delivered in accordance with articles 17 16 and 17 17, or
- (b) in the case of the authority of an authorised representative of a corporate Shareholder, notice of a revocation was delivered as if it were notice of the revocation of a proxy appointment in accordance with articles 17 16 and 17 17

17 19 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

18 AMENDMENTS TO RESOLUTIONS

18 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if

- (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
- (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution

18 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if

- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

18 3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution

19 SOLE SHAREHOLDER

If and for so long as the Company has only one Shareholder

- (a) in relation to a general meeting, the sole Shareholder or a proxy for that Shareholder or (if the Shareholder is a corporation) a duly authorised representative of that Shareholder is a quorum,
- (b) a proxy for the sole Shareholder may vote on a show of hands, and
- (c) all other provisions of these **Articles** shall apply with any necessary modification (unless the provision expressly provides otherwise)

20 WRITTEN RESOLUTIONS

Where a written resolution of the Company is proposed by the Directors or the Shareholders in accordance with Chapter 2 of Part 13 of the Act, the written resolution shall lapse in accordance with section 297 of the Act if it is not passed before the end of the period of 21 Days beginning with the circulation date (as defined in the Act) and the

agreement of a Shareholder to a written resolution is ineffective if signed after the expiry of that period

21 RESTRICTIONS ON SHAREHOLDERS' RIGHTS

No voting rights attached to a Share may be exercised at any general meeting, at any adjournment of it, or on any poll called at or in relation to it, unless all amounts payable to the Company in respect of that Share have been paid

22 APPLICATION OF RULES TO CLASS MEETINGS

The provisions of the **Articles** relating to general meetings apply, with any necessary modifications, to meetings of the holders of any class of Shares

23 MENTAL DISORDER

A Shareholder in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the registered office, or at such other place as is specified in accordance with the **Articles** for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable

24 SHARES

24 1 Subject to article 25, the rights and restrictions attaching to the Shares are as set out below

(a) Income

The Shares rank *pari passu* in respect of income. Any profits which the Board may lawfully determine to distribute in accordance with article 38 must be distributed amongst the holders of the Shares *pro rata* to nominal value of each Share held by them

(b) Capital

On a winding-up of the Company or any other return of capital, the assets of the Company remaining after payment of its debts and liabilities and of the costs, charges and expenses of such winding-up or return of capital must be distributed amongst the holders of Shares in proportion to the nominal value of each Share held by them provided that no return of capital may be made for as long as the Loan Notes and/or any interest accrued and rolled in respect of the Loan Notes remains outstanding and unpaid

(c) Voting

Subject to article 24 2, each holder of a Share

- (i) is entitled to receive notice of, and to attend and vote at, general meetings of the Company, and
- (ii) who is an individual (present in person or by proxy) or a corporate entity (present by a duly authorised representative or by proxy) or, if not present

as aforesaid, whose Beneficiary is present in person, by authorised representative or proxy, has

- (1) on a show of hands, one vote, or
- (2) on a poll, one vote for each Share of which that person is the holder

- 24 2 If, and for as long as, an Event of Default is outstanding the A Ordinary Shares shall cease to entitle the holders thereof to any voting rights and the B Ordinary Shares shall be entitled to exercise all voting rights in the Company and take any action they consider appropriate
- 24 3 Subject to these **Articles**, but without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as may be determined by ordinary resolution
- 24 4 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares
- 24 5 Any special rights attaching to a class of Shares may be varied or abrogated by the consent in writing of the holders of more than 50% of the issued Shares of that class or by an ordinary resolution passed at a separate meeting of holders of the Shares of that class subject in each case to a 75% majority being required in the circumstances set out in the Act but not otherwise
- 24 6 The rights conferred upon the holders of Shares of any class will not, unless otherwise expressly provided by the terms of the Shares of that class, be deemed varied by the creation or issue of further Shares ranking in priority to or *pari passu* to them

25 **ALLOTMENT OF SHARES**

- 25 1 Save to the extent authorised by these Articles or authorised from time to time by the Specified Majority, the Directors shall not exercise any power to allot Shares or to grant rights to subscribe for, or to convert any security into, any Shares in the Company
- 25 2 Subject to the remaining provisions of articles 25 1 to 25 7, the Directors are generally and unconditionally authorised, for the purposes of section 551 of the Act and generally, to exercise any power of the Company to
 - (a) offer or allot Shares,
 - (b) grant rights to subscribe for or to convert any security into, or
 - (c) otherwise deal in, or dispose of,

Shares in the Company up to an aggregate nominal value of £200,000

- 25 3 The authority referred to in article 25 2 shall expire on the fifth anniversary of the date of adoption of these Articles unless previously revoked, renewed, waived or varied by the Company by ordinary resolution
- 25 4 The Directors shall be entitled, pursuant to the authority conferred by article 25 2 or any renewal or variation of such authority, to make at any time prior to its expiry, any offer or agreement which would or might require Shares to be allotted or rights to subscribe for or

to convert any security into Shares in the Company to be granted after such expiry and to allot such Shares or grant such rights pursuant to any such offer or agreement as if such authority had not expired

- 25 5 Subject to the provisions of the Act and these Articles, all unissued Shares for the time being in the capital of the Company shall be at the disposal of the Board who may allot, grant options over or otherwise deal with or dispose of all such Shares to such persons, at such times and on such terms as the Board thinks proper, provided that no Share shall be issued at a discount
- 25 6 The discretion of the Board contained in this article 25 as to the allotment and disposal of, and the granting of any option over, the Company's Shares shall, in any event, be subject to the provisions of any Investment Agreement and any directions contained in any resolution creating such Shares
- 25 7 Subject to the Act, the pre-emption provisions of sections 561 and 562 of the Act apply to an allotment of the Company's equity securities provided that
- (a) the holders of equity securities (within the meaning of section 560(1) of the Act) (the "**Equity Shareholders**") who accept Shares may indicate that they will accept Shares that have not been accepted by other Equity Shareholders (the "**Excess Shares**") on the same terms as originally offered to all Equity Shareholders (those indicating Equity Shareholders being the "**Excess Share Shareholders**"), and
 - (b) any Shares not so accepted must be allotted to the Excess Share Shareholders in accordance with the indications they have given and, if the number of Excess Shares is not sufficient for all Excess Share Shareholders to be allotted all the Excess Shares they have indicated they will accept then the Excess Shares must be allotted in the proportion that the number of Shares each Excess Share Shareholder was entitled to accept when originally offered bears to the total number of Shares which all Excess Share Shareholders were entitled to accept when originally offered, subject to such adjustments for rounding to the nearest whole number as the Board may determine
- 25 8 No Share shall be issued partly paid without the consent of the Specified Majority in writing
- 26 **PAYMENT OF COMMISSIONS ON SUBSCRIPTION FOR SHARES**
- 26 1 The Company may with the consent of the Specified Majority in writing pay any person a commission in consideration for that person
- (a) subscribing, or agreeing to subscribe, for Shares, or
 - (b) procuring, or agreeing to procure, subscriptions for Shares
- 26 2 Any such commission may be paid
- (a) in cash, or in fully paid or partly paid Shares or other securities, or partly in one way and partly in the other, and
 - (b) in respect of a conditional or an absolute subscription

27 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

Except as required by law, no person is to be recognised by the Company as holding any Share upon any trust, and except as otherwise required by law or these **Articles**, the Company is not in any way to be bound by or recognise any interest in a Share other than the holder's absolute ownership of it and all the rights attaching to it

28 SHARE CERTIFICATES

28 1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds

28 2 No certificate may be issued in respect of Shares of more than one class

28 3 If more than one person holds a Share, only one certificate may be issued in respect of it and delivery of a certificate to one joint holder shall be sufficient evidence of delivery to all of them

28 4 Every certificate must specify

- (a) in respect of how many Shares, of what class, it is issued,
- (b) the nominal value of those Shares, and
- (c) whether the Shares are fully or partly paid, and
- (d) any distinguishing numbers assigned to them

28 5 Certificates must

- (a) have affixed to them the Company's common seal, or
- (b) be otherwise executed in accordance with the Act

28 6 When a Shareholder's holding of Shares of a particular class increases, the Company may issue that Shareholder with

- (a) a single, consolidated certificate in respect of all the Shares of a particular class which that Shareholder holds, or
- (b) a separate certificate in respect of only those Shares by which that Shareholder's holding has increased

28 7 When a Shareholder's holding of Shares of a particular class is reduced, the Company must ensure that the Shareholder is issued with one or more certificates in respect of the number of Shares held by the Shareholder after that reduction. But the Company need not (in the absence of a request from the Shareholder) issue any new certificate if

- (a) all the Shares which the Shareholder no longer holds as a result of the reduction, and
- (b) none of the Shares which the Shareholder retains following the reduction,

were, immediately before the reduction, represented by the same certificate

28 8 A Shareholder may request the Company, in writing, to replace

- (a) the Shareholder's separate certificates with a consolidated certificate, or
 - (b) the Shareholder's consolidated certificate with two or more separate certificates representing such proportion of the Shares as the Shareholder may specify
- 28 9 When the Company complies with such a request it may charge such reasonable fee as the Directors may decide for doing so
- 28 10 A consolidated certificate must not be issued unless any certificates which it is to replace have first been returned to the Company for cancellation
- 28 11 If a certificate issued in respect of a Shareholder's Shares is
- (a) damaged or defaced, or
 - (b) said to be lost, stolen or destroyed,
- that Shareholder is, subject to having first complied with the obligations in articles 28 12 and 28 12(c), entitled to be issued with a replacement certificate in respect of the same Shares
- 28 12 A Shareholder exercising the right to be issued with such a replacement certificate
- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates,
 - (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced, and
 - (c) must comply with such conditions as to evidence, indemnity and the payment of reasonable expenses properly incurred as the Directors decide
- 29 **COMPANY'S LIEN OVER SHARES**
- 29 1 The Company has a lien (the "**Company's lien**") over every Share (whether or not it is a fully paid Share) for all and any indebtedness of any holder of such Share to the Company (whether a sole holder or one of two or more joint holders), whether or not such indebtedness or liability is in respect of the Shares concerned, whether or not it is presently payable by him or his estate to the Company and whether or not a call notice has been sent in respect of it
- 29 2 The Company's lien over a Share
- (a) takes priority over any third party's interest in that Share, and
 - (b) extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share
- 29 3 The directors may at any time decide that a Share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part
- 29 4 Subject to the provisions of articles 29 4 to 29 8 if
- (a) a lien enforcement notice has been given in respect of a Share, and
 - (b) the person to whom the notice was given has failed to comply with it,

the Company may sell that Share in such manner as the Directors decide

29 5 A lien enforcement notice

- (a) may only be given in respect of a Share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed,
- (b) must specify the Share concerned,
- (c) must require payment of the sum payable within 14 Days of the notice,
- (d) must be addressed either to the holder of the Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise, and
- (e) must state the Company's intention to sell the Share if the notice is not complied with

29 6 Where Shares are sold under articles 29 4 to 29 8

- (a) the Directors may authorise any person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser, and
- (b) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale

29 7 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied

- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice, and
- (b) second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the Company's lien over the Shares before the sale for any money payable in respect of the Shares after the date of the lien enforcement notice

29 8 A statutory declaration by a Director or the Secretary that the declarant is a Director or the Secretary and that a Share has been sold to satisfy the Company's lien on a specified date

- (i) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share, and
- (ii) subject to compliance with any other formalities of transfer required by these **Articles** or by law, constitutes a good title to the Share

29 9 Subject to these **Articles** and the terms on which Shares are allotted, the Directors may send a notice (a "**call notice**") to a Shareholder requiring the Shareholder to pay the Company a specified sum of money (a "**call**") which is payable in respect of Shares which that Shareholder holds at the date when the Directors decide to send the call notice

29 10 A call notice

- (a) may not require a Shareholder to pay a call which exceeds the total sum unpaid on that Shareholder's Shares (whether as to the Share's nominal value or any amount payable to the Company by way of premium),
 - (b) must state when and how any call to which it relates it is to be paid, and
 - (c) may permit or require the call to be paid by instalments
- 29 11 A Shareholder must comply with the requirements of a call notice, but no Shareholder is obliged to pay any call before 14 Days have passed since the notice was sent
- 29 12 Before the Company has received any call due under a call notice the Directors may
- (a) revoke it wholly or in part, or
 - (b) specify a later time for payment than is specified in the notice,
- by a further notice in writing to the Shareholder in respect of whose Shares the call is made
- 29 13 Liability to pay a call is not extinguished or transferred by transferring the Shares in respect of which it is required to be paid. Joint holders of a Share are jointly and severally liable to pay all calls in respect of that Share. Subject to the terms on which Shares are allotted, the Directors may, when issuing Shares, provide that call notices sent to the holders of those Shares may require them
- (a) to pay calls which are not the same, or
 - (b) to pay calls at different times
- 29 14 A call notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share (whether in respect of nominal value or premium)
- (a) on allotment,
 - (b) on the occurrence of a particular event, or
 - (c) on a date fixed by or in accordance with the terms of issue

But if the due date for payment of such a sum has passed and it has not been paid, the holder of the Share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture

30 FORFEITURE

- 30 1 If a person is liable to pay a call and fails to do so by the call payment date
- (a) subject to article 30 2, the Directors may issue a notice of intended forfeiture to that person,
 - (b) until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate together with all costs, charges and expenses which may have been incurred by the Company by reason of such non-payment, and

- (c) no dividend or other payment or distribution in respect of any Share which is the subject of a call shall be paid or distributed and no other rights, which would otherwise normally be exercisable in accordance with these Articles by a holder of any Shares, may be exercised by the holder of any Share so long as any such call or interest, costs, charges and expenses payable in accordance with this article 30 1 in relation to such Share, remains or remain unpaid
- 30 2 The Directors shall not be entitled to exercise any right of forfeiture in respect of any Shares without the consent of the Special Majority in writing
- 30 3 For the purposes of articles 30 1 to 30 5
 - (a) the call payment date is the time when the call notice states that a call is payable, unless the Directors give a notice specifying a later date, in which case the call payment date is that later date,
 - (b) the relevant rate is
 - (i) the rate fixed by the terms on which the Share in respect of which the call is due was allotted,
 - (ii) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the Directors, or
 - (iii) if no rate is fixed in either of these ways, 5% per annum
- 30 4 The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998
- 30 5 The Directors may waive any obligation to pay interest, costs, charges and expenses on a call wholly or in part
- 30 6 A notice of intended forfeiture
 - (a) may be sent in respect of any Share in respect of which a call has not been paid as required by a call notice,
 - (b) must be sent to the holder of that Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise,
 - (c) must require payment of the call and any accrued interest by a date which is not less than 14 Days after the date of the notice,
 - (d) must state how the payment is to be made, and
 - (e) must state that if the notice is not complied with, the Shares in respect of which the call is payable will be liable to be forfeited
- 30 7 If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the Directors may decide that any Share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited Shares and not paid before the forfeiture
- 30 8 Subject to these Articles, the forfeiture of a Share extinguishes

- (a) all interests in that Share, and all claims and demands against the Company in respect of it, and
 - (b) all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company
- 30 9 Any Share which is forfeited in accordance with these Articles
- (a) is deemed to have been forfeited when the Directors decide that it is forfeited,
 - (b) is deemed to be the property of the Company, and
 - (c) may be sold, re-allotted or otherwise disposed of as the Directors think fit
- 30 10 If a person's Shares have been forfeited
- (a) the Company must send that person notice that forfeiture has occurred and record it in the register of Shareholders,
 - (b) that person ceases to be a Shareholder in respect of those Shares,
 - (c) that person must surrender the certificate for the Shares forfeited to the Company for cancellation,
 - (d) that person remains liable to the Company for all sums payable by that person under these Articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture), and
 - (e) the Directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal
- 30 11 At any time before the Company disposes of a forfeited Share, the Directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit
- 30 12 If a forfeited Share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the Directors may authorise any person to execute the instrument of transfer
- 30 13 A statutory declaration by a Director or the Secretary that the declarant is a Director or the Secretary and that a Share has been forfeited on a specified date
- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share, and
 - (b) subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the Share
- 30 14 A person to whom a forfeited Share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the Share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the Share
- 30 15 If the Company sells a forfeited Share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which

- (a) was, or would have become, payable, and
- (b) had not, when that Share was forfeited, been paid by that person in respect of that Share,

but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them

30 16 A Shareholder may surrender any Share

- (a) in respect of which the Directors may issue a notice of intended forfeiture,
- (b) which the Directors may forfeit, or
- (c) which has been forfeited

30 17 The Directors may accept the surrender of any such Share

30 18 The effect of surrender on a Share is the same as the effect of forfeiture on that Share

30 19 A Share which has been surrendered may be dealt with in the same way as a Share which has been forfeited

31 **TRANSFER OF SHARES - RESTRICTIONS**

31 1 The transfer of any Share is only effective with the prior written consent of the Specified Majority or if the transfer is made in accordance with the provisions of the Investment Agreement. Consent must be given for transfers required by articles 32, 33 and 34 but otherwise may be given or withheld in the absolute discretion of the Specified Majority

31 2 This article 31 ceases to apply (except in relation to Shares which are in the process of being transferred) on the date of a Sale or an Initial Public Offering

31 3 Subject to article 31 4(c), the Directors may, in their absolute discretion, decline to register a transfer if it is a transfer of a Share on which the Company has a lien

31 4 The Directors may also refuse to register a transfer unless it is

- (a) lodged at the registered office of the Company or at such other place as the Directors may appoint and is accompanied by the certificate for the Shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer,
- (b) in respect of only one class of Shares, and
- (c) in favour of not more than four transferees

31 5 Subject to articles 31 3 to 31 6 the Directors shall be required to register promptly any transfer of Shares made in accordance with articles 32 to 34 (inclusive) but shall not register any transfer of Shares not so made

31 6 The Directors may, as a condition to the registration of any transfer of Shares require the transferee to execute and deliver to the Company an agreement with the remaining Shareholders pursuant to which it agrees to be bound by the provisions of the Investment Agreement in such form as the Directors may reasonably require provided that the transferee shall not have any obligations or liabilities which are greater than those

of the transferor under the Investment Agreement) If such condition is imposed pursuant to this article 31 6, the Directors shall not be required to register any transfer of Shares until such agreement is executed and delivered by the transferee to the Company's registered office

32 MANDATORY TRANSFERS

- 32 1 If an employee or Director of a Group member who holds A Ordinary Shares ceases for whatever reason to be an employee or Director without remaining or becoming an employee or Director of any other Group member (as the case may be) (the "**Leaving Shareholder**"), such employee or Director (and any Related Person) is, unless the Specified Majority consents in writing otherwise, obliged to transfer all the A Ordinary Shares then registered in his or their names to the person(s), and at the price, specified in writing to the Leaving Shareholder by the Specified Majority
- 32 2 If at any time a person (whether or not a Shareholder) ceases for whatever reason to be a Director or employee of a Group member (a "**Former Employee**") and at that or any later time he or a Related Person becomes the holder of any A Ordinary Shares in the Company by virtue of any rights or interests acquired by him (or the Related person) whilst he was a Director or employee, he (and the Related Person) is, unless the Specified Majority consent in writing otherwise, obliged to transfer all such A Ordinary Shares to the person(s) and at the price specified in writing to the Former Employee by the Specified Majority
- 32 3 In articles 32 1 and 32 2 a "**Related Person**" is a person who has, with the prior written consent of the Majority, obtained title to any A Ordinary Shares from the Leaving Shareholder or Former Employee and been designated by the Specified Majority in the consent as a "Related Person"
- 32 4 Notwithstanding any other provision in these Articles, immediately on a cessation referred to in article 32 1 or 32 2 and for so long as a Leaving Shareholder, Former Employee or his Related Person retains A Ordinary Shares in the Company, he (and any Related Person) has all the rights of, and his A Ordinary Shares rank *pari passu* with the Shares held by, the other holders of the same class of Shares save that
- (a) he is deemed on a poll to vote at a general meeting of the Company or class meeting of the Company in the same manner as the majority of the votes cast at the relevant meeting by holders of each relevant class of Shares,
 - (b) he is deemed to grant any consent in respect of any matters to be consented to in respect of a meeting referred to in article 32 4(a) where a majority of the other holders in each relevant class of Shares have consented,
 - (c) other than set out in articles 32 4(a) and 32 4(b), he is not entitled to vote at a meeting referred to in article 32 4(a), and
 - (d) he is not entitled to receive any dividend or other distribution declared, made or paid on or after such cessation, such dividend or other distribution to be held instead by the Company on trust for the transferee of such Shares and to be paid to such transferee on such transfer or as the Specified Majority may otherwise agree in writing

33 TAG-ALONG RIGHTS

- 33 1 No transfer of any Shares (or any interest in any Shares) equivalent to or representing 25% or more of the issued Shares] may be made by any Shareholder(s) (the "**Selling Shareholder(s)**") to any person or group of persons acting in concert, other than to an Original Investor or its Affiliates or an Investor Permitted Transferee (the "**Acquiror**") (a "**Proposed Tag-along Transfer**") unless the Acquiror has first made a written offer in accordance with article 33 to each holder of Shares who is not a Selling Shareholder (the "**Non-Selling Shareholders**") for the number of that person's Shares as determined pursuant to article 33 7 at the same price per Share (based on the nominal amount of each Share) (the "**Notified Price**") and on the same terms and conditions (including time of payment, form of consideration, representations, warranties, covenants and indemnities (if any)) as to be paid and given to and by the Selling Shareholder(s)
- 33 2 A Shareholder who accepts an offer made in accordance with article 33 1 (a "**Tagging Shareholder**") is responsible for his or its proportionate Share of the costs of the Proposed Tag-along Transfer to the extent not paid or reimbursed by the Acquiror or the Company
- 33 3 At least five Business Days prior to signing a definitive agreement relating to the Proposed Tag-along Transfer, the Selling Shareholder(s) must give written notice to each Non-Selling Shareholder of each Proposed Tag-along Transfer, providing details of the Acquiror and its proposed price and, to the extent it is able, the other terms and conditions
- 33 4 The written offer required to be given by the Acquiror under article 33 1 must be given not more than five Business Days after the signing of the definitive agreement relating to the Proposed Tag-along Transfer and must be open for acceptance for at least five Business Days after the date on which the relevant Non-Selling Shareholder receives or is deemed to receive the offer (the "**Acceptance Period**") The Selling Shareholder(s) must deliver or cause to be delivered to the Non-Selling Shareholders copies of all transaction documents relating to the Proposed Tag-along Transfer promptly as the same become available
- 33 5 If a Non-Selling Shareholder wishes to accept the Acquiror's offer it must do so by means of a written notice to the Selling Shareholder(s) indicating its acceptance of the offer in respect of all of the number of its Shares specified in the written offer
- 33 6 If the Non-Selling Shareholders do not accept such offer within the Acceptance Period, the Proposed Tag-along Transfer is permitted to be made
- (a) so long as it is made within 45 Business Days after the expiry of that period,
 - (b) so long as it takes place at or below the Notified Price/on terms and conditions no more favourable in any respect to the Selling Shareholder(s) than those stated in the written offer, and
 - (c) on the basis that all only of the Shares proposed to be sold under the Proposed Tag-along Transfer may be transferred
- 33 7 The number of each Non-Selling Shareholder's Shares to be referred to pursuant to article 33 1 is an aggregate nominal amount of that person's Shares (rounded to the nearest whole number permitted by law as a minimum nominal amount of a Share) determined by the formula

$(A / B) \times C$

where

A = the aggregate nominal amount of Shares proposed to be directly or indirectly transferred to the Acquiror in the Proposed Tag-along Transfer (such Shares being the "**Sale Shares**"),

B = the aggregate nominal amount of all Shares then in issue, subject to such adjustment as the Board may resolve is appropriate, and

C = the aggregate nominal amount of Shares owned by the relevant Tagging Shareholder

34 **DRAG-ALONG RIGHTS**

34 1 If the holders of more than 25% of the Shares then in issue wish to sell all their Shares ("**Majority Selling Shareholders**") and find a bona fide arm's-length purchaser (the "**Purchaser**") and agree terms for the sale to the Purchaser of all the Shares of all the Shareholders (a "**Proposed Drag-Along Sale**") then, on receipt of written notification from the potential Purchaser, all the other holders of Shares (the "**Dragged Shareholders**") are bound to accept any offer from the Purchaser on the same terms as agreed by the Majority Selling Shareholders

34 2 Dragged Shareholders must make or give the same representations, warranties, covenants and indemnities (if any) as the Majority Selling Shareholders. Each Dragged Shareholder is responsible for its proportionate Share of the costs of the Proposed Drag-Along Sale to the extent not paid or reimbursed by the Purchaser.

34 3 The Majority Selling Shareholders must give notice to each Dragged Shareholder of any Proposed Drag-Along Sale as soon as practicable after reaching commercial agreement in respect of the Proposed Drag-Along Sale but in any event no less than five Business Days prior to signing a definitive agreement. This notice must set out the nominal amount of Shares proposed to be transferred, the name and address of the proposed Purchaser, the proposed form of consideration and any other terms and conditions of payment offered for the Shares.

34 4 If the majority of the holders of the A Ordinary Shares then in issue wish to sell all their Shares and find a bona fide arm's-length purchaser and agree terms for the sale to the bona fide arm's-length purchaser of all of the Shares of all the Shareholders, provided that

- (a) such offer is made on or after the date which is 5 years' after the date of adoption of these articles,
- (b) there is no outstanding breach of the Loan Note Covenants,
- (c) all interest payments in respect of the Loan Notes are up to date,
- (d) the Loan Notes and all interest accrued and rolled will be paid in full as part of the transaction envisaged by this article 34 4,

then on receipt of written notification from the potential bona fide arm's length purchaser all of the other holders of Shares are bound to accept such offer on the same terms as

agreed by the majority of the holders of the A Ordinary Shares then in issue Articles 34 2 and 34 3 shall apply *mutatis mutandis* to such offer

35 TRANSFERS OF SHARES – GENERAL PROVISIONS

- 35 1 If a Shareholder does not execute transfers and pre-emption waivers in respect of his Shares within 10 Business Days of becoming required to do so under these Articles, the Board is entitled to authorise and instruct such person as it thinks fit to execute the necessary transfer(s) on his behalf and, against receipt by the Company (on trust for the Shareholder) of the purchase monies payable for the Shares, deliver the transfer(s) and any pre-emption waivers to the relevant purchaser (or its nominee) of his Shares and to register such purchaser (or its nominee) as the holder of those Shares After the relevant purchaser or its nominee has been registered as the holder the validity of such proceedings may not be questioned by any person
- 35 2 The restrictions imposed by these Articles on the transfer of Shares may be waived in relation to a proposed transfer of Shares with the consent of the Specified Majority
- 35 3 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of
- (a) the transferor, and
 - (b) if any of the Shares is partly paid, the transferee
- 35 4 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any Share
- 35 5 The Company may retain any instrument of transfer which is registered
- 35 6 The transferor remains the holder of a Share until the transferee's name is entered in the register of Shareholders as holder of it

36 TRANSMISSION

- 36 1 Any person entitled to any Shares and/or Y Loan Notes and/or Z Loan Notes in consequence of the death or bankruptcy of a Shareholder
- (a) becomes, at the time of such death or bankruptcy, unless the Specified Majority agrees otherwise in writing, subject to the provisions of article 32 as a Related Person in respect of all the Shares and/or Loan Notes then registered in the name of the deceased or bankrupt holder, and
 - (b) may, if the Specified Majority has agreed otherwise, be made subject to the provisions of article 32 as a Related Person at any time by the written decision of the Specified Majority
- 36 2 Unless, in accordance with article 36 1(a), a transmittee becomes subject to the provisions of article 32, if title to a Share passes to a transmittee, the Company may only recognise the transmittee as having any title to that Share
- 36 3 Nothing in these Articles releases the estate of a deceased Shareholder from any liability in respect of a Share solely or jointly held by that Shareholder

36 4 Unless, in accordance with article 36 1(a), a transmittee becomes subject to the provisions of article 32, a transmittee who produces such evidence of entitlement to Shares as the Directors may properly require

(a) may, subject to these Articles, choose either to become the holder of those Shares or to have them transferred to another person, and

(b) subject to these Articles, and pending any transfer of the Shares to another person, has the same rights as the holder had

36 5 Transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those Shares

36 6 Unless, in accordance with article 36 1(a), a transmittee becomes subject to the provisions of article 32, transmittees who wish to become the holders of Shares to which they have become entitled must notify the Company in writing of that wish

36 7 Unless, in accordance with article 36 1(a), a transmittee becomes subject to the provisions of article 32, if the transmittee wishes to have a Share transferred to another person, the transmittee must execute an instrument of transfer in respect of it

36 8 Any transfer made or executed under articles 36 6 or 36 7 is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred

36 9 If a notice is given to a Shareholder in respect of Shares and a transmittee is entitled to those Shares, the transmittee is bound by the notice if it was given to the Shareholder before the transmittee's name, or the name of any person named as the transferee in an instrument of transfer executed under article 36 7, has been entered in the register of Shareholders

37 **CONSOLIDATION OF SHARES**

37 1 This article 37 applies where

(i) there has been a consolidation or division of Shares, and

(ii) as a result, Shareholders are entitled to fractions of Shares

37 2 The Directors may

(a) sell the Shares representing the fractions to any person including the Company for the best price reasonably obtainable,

(b) authorise any person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser, and

(c) distribute the net proceeds of sale in due proportion among the holders of the Shares

37 3 Where any holder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the Directors, that Shareholder's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland

37 4 The person to whom the Shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions

37 5 The transferee's title to the Shares is not affected by any irregularity in or invalidity of the process leading to their sale

38 DIVIDENDS AND OTHER DISTRIBUTIONS

38 1 Subject to article 38 2, the Company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends

- (a) A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors
- (b) No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights
- (c) Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, it must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it
- (d) If the Company's share capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears
- (e) The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment
- (f) If the Directors act in good faith, they do not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights

38 2 Notwithstanding any provision of these Articles or the Acts, no payment may be declared or made by the Company, by way of dividend or other distribution, purchase, redemption, reduction of capital, return of Shares or capital or by addition to or repayment of any dividend reserve if, to the extent that, and for so long as, the Y Loan Notes and the Z Loan Notes and/or any interest accrued and rolled in respect of the Loan Notes remains outstanding and unpaid

38 3 Except as otherwise provided by these Articles or the rights attached to Shares, all dividends must be

- (a) declared and paid according to the amounts paid up on the Shares on which the dividend is paid, and
- (b) apportioned and paid proportionately to the amounts paid up on the Shares during any portion or portions of the period in respect of which the dividend is paid

38 4 If any Share is issued on terms providing that it ranks for dividend as from a particular date, that Share ranks for dividend accordingly

38 5 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a Share in advance of the due date for payment of that amount

- 38 6 Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means
- (a) transfer to a bank or building society account specified by the distribution recipient in writing,
 - (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the Share), or (in any other case) to an address specified by the distribution recipient in writing,
 - (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified in writing, or
 - (d) any other means of payment as the Directors agree with the distribution recipient in writing
- 38 7 In these Articles, the "**distribution recipient**" means, in respect of a Share in respect of which a dividend or other sum is payable
- (a) the holder of the Share, or
 - (b) if the Share has two or more joint holders, whichever of them is named first in the register of Shareholders, or
 - (c) unless a transmittee becomes subject to the provisions of article 32 in accordance with article 36 1, if the holder is no longer entitled to the Share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee
- 38 8 If
- (a) a Share is subject to the Company's lien, and
 - (b) the Directors are entitled to issue a lien enforcement notice in respect of it,
- they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the Share any sum of money which is payable to the Company in respect of that Share to the extent that they are entitled to require payment under a lien enforcement notice
- 38 9 Money so deducted must be used to pay any of the sums payable in respect of that Share
- 38 10 The Company must notify the distribution recipient in writing of
- (a) the fact and amount of any such deduction,
 - (b) any non-payment of a dividend or other sum payable in respect of a Share resulting from any such deduction, and
 - (c) how the money deducted has been applied
- 38 11 The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by
- (a) the terms on which the Share was issued, or

- (b) the provisions of another agreement between the holder of that Share and the Company
- 38 12 All dividends or other sums which are
 - (a) payable in respect of Shares, and
 - (b) unclaimed after having been declared or become payable,may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed
- 38 13 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it
- 38 14 If
 - (a) 12 Years have passed from the date on which a dividend or other sum became due for payment, and
 - (b) the distribution recipient has not claimed it,the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company
- 38 15 Subject to the terms of issue of the Share in question, the Company may, by ordinary resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, Shares or other securities in any Company)
- 38 16 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution
 - (a) fixing the value of any assets,
 - (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients,
 - (c) vesting any assets in trustees, and
 - (d) issuing fractional certificates (or ignoring fractional certificates)
- 38 17 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in writing to that effect, but if
 - (a) the Share has more than one holder, or
 - (b) more than one person is entitled to the Share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the Share
- 38 18 If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide among the Shareholders in specie the whole or any part of the assets of the Company and may, for

that purpose, value any assets and determine how the division shall be carried out as between the Shareholders or different classes of Shareholders. The liquidator may, with like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Shareholders as he with like sanction determines, but no Shareholder shall be compelled to accept any assets upon which there is a liability.

39 CAPITALISATION OF PROFITS

39 1 Subject to these Articles, the Directors may with the consent in writing of the Specified Majority

- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's Share premium account or capital redemption reserve, and
- (b) appropriate any sum which they so decide to capitalise (a "**capitalised sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "**persons entitled**") and in the same proportions

39 2 Capitalised sums must be applied

- (a) on behalf of the persons entitled, and
- (b) in the same proportions as a dividend would have been distributed to them

39 3 Any capitalised sum may be applied in paying up new Shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct

39 4 A capitalised sum which was appropriated from profits available for distribution may be applied

- (a) in or towards paying up amounts unpaid on existing Shares held by the persons entitled, or
- (b) in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct

39 5 Subject to these Articles, the Directors may

- (a) apply capitalised sums in accordance articles 39 3 and 39 4 partly in one way and partly in another,
- (b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this article 39 (including the issuing of fractional certificates or the making of cash payments), and
- (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this article 39

40 ADMINISTRATIVE ARRANGEMENTS

40 1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act provides for documents or

information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company

- (a) Subject to these Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being
- (b) A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

40 2 Any notice, document or other information

- (a) if sent by the Company by post to an address within the United Kingdom, shall be deemed to have been received on the Day following that on which it was put in the post if first class post was used or 48 hours after it was posted if first class post was not used and, in proving such service or delivery, it shall be sufficient to prove that the notice, document or other information was properly addressed, prepaid and put in the post,
- (b) if sent by the Company using a reputable international courier service to an address outside the United Kingdom, shall be deemed to have been received 48 hours after it was sent provided that delivery within 48 hours was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider,
- (c) not sent by post but left at an address (other than an address for the purposes of communications by electronic means) shall be deemed to have been served or delivered when it was so left or sent,
- (d) sent or supplied using electronic means shall be deemed to be received on the Day on which it was sent or supplied Proof that a notice, document or information sent by electronic means was sent in accordance with the Institute of Chartered Secretaries and Administrators' guidance (in issue at the time the relevant notice, document or information was sent) shall be conclusive evidence that the notice, document or information was sent notwithstanding that the Company is aware of the failure in delivery of such notice, document or information Without prejudice to such deemed delivery, if the Company is aware of the failure in the delivery of a notice, document or information sent in electronic form and has sought to give such notice, document or information by such means at least twice, it shall, within 48 hours of the original attempt, send the notice, document or information in writing by post to the Shareholder at his registered address provided that the date of deemed service or delivery shall be 48 hours from the despatch of the original notice, document or information sent in electronic form in accordance with this article 40 2,
- (e) made available by the Company on a website shall be deemed to have been received on the Day on which the notice, document or other information was first made available on the website or, if later, when a notice of availability is received or deemed to have been received pursuant to this article, and

- (f) served, sent or supplied by any other means authorised in writing by the recipient shall be deemed to have been served, sent or supplied when the sender has carried out the action it has been authorised to take for that purpose
- 40 3 For the purposes of calculating a time period in article 40 2(a), no account shall be taken of any part of a Day which is not a working Day
- 40 4 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act
- 40 5 Any common seal may only be used by the authority of the Directors
- 40 6 The Directors may decide by what means and in what form any common seal is to be used
- 40 7 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature
- 40 8 For the purposes of article 40 5 to 40 9, an authorised person is
- (a) any Director of the Company,
 - (b) the Secretary (if any), or
 - (c) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied
- 40 9 The Company may exercise all the powers conferred by the Act with regard to having any official seal for use abroad and such powers shall be vested in the Directors. Subject to the provisions of the Act, any instrument to which an official seal is affixed shall be signed by such persons, if any, as the Directors may from time to time determine
- 40 10 Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Shareholder
- 40 11 The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a Director or former Director or shadow Director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary
- 41 DIRECTORS' INDEMNITY AND INSURANCE**
- 41 1 Subject to article 41 5, but without prejudice to any indemnity to which a relevant officer is otherwise entitled
- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer
 - (b) in the actual or purported execution and/or discharge of his duties, or in relation to them,

- (c) including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs, and
 - (d) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 41 1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure
- 41 2 No relevant officer shall be accountable to the Company or the Shareholders for any benefit provided pursuant to this article 41 1 to 41 4 and the receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Company
- 41 3 Articles 41 1 to 41 4 do not authorise any indemnity which would be prohibited or rendered void by any provision of the Acts or by any other provision of law
- 41 4 In articles 41 1 to 41 4
 - (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
 - (b) a relevant officer means any Director or other officer or former Director or other officer of the Company or an associated company but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor)
- 41 5 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss
- 41 6 In article 41 5 and this article 41 6
 - (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate,
 - (b) a relevant officer means any Director or other officer or former Director or other officer of the Company or an associated company but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor), and
 - (c) a relevant loss means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' Share scheme of the Company or associated company