

Company Number 9318768

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

INGLEBY (1968) LIMITED

(the "Company")

Circulation Date 4 DECEMBER 2014

In accordance with Chapter 2 of Part 13 of the Companies Act 2006 we, being the sole eligible member of the Company, irrevocably agree that the following Resolutions are passed as Special Resolutions

SPECIAL RESOLUTIONS

- 1 ~~THAT the name of the Company is changed to "Assecure Limited", and~~
- 2 THAT the regulations contained in the printed document attached hereto (marked "A" for the purpose of identification) are approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of Association of the Company

Signature TPINNER

For and on behalf of Ingleby Nominees Limited

Print Name THOMAS PINNER

Date 4 DECEMBER 2014



Company number: 09318720

BROADWAVE ENGINEERING LIMITED

ARTICLES OF ASSOCIATION
adopted on 4 DECEMBER 2014



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Company number: 09318720

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

BROADWAVE ENGINEERING LIMITED

1. Definitions and interpretation

1.1 In these Articles the following definitions will apply.

"Accounting Period"	an accounting period in respect of which the Company prepares its accounts in accordance with the relevant provisions of the Act;
"acting in concert"	has the meaning set out in the City Code on Takeovers and Mergers in force for the time being,
"Act"	the Companies Act 2006;
"Adoption Date"	the date of the adoption of these Articles by the Company,
"A Ordinary Majority"	the holder(s) for the time being of more than 50% of the A Ordinary Shares,
"A Ordinary Share"	an A ordinary share of £0.01 in the capital of the Company having the rights and being subject to the restrictions set out in these Articles,
"Arrears"	in relation to any Share, all accruals, deficiencies and arrears of any dividend payable in respect of such Share, whether or not earned or declared and irrespective of whether or not the Company has had, at any time, sufficient distributable profits to pay such dividend, together with all interest and other amounts payable on such amounts;
"Asset Sale"	the disposal by any one or more Group Companies of assets (whether together with associated liabilities or otherwise and as part of an undertaking or otherwise) which represent 50% or more (by book value) of the consolidated gross tangible assets of the Group at that time,
"Auditors"	the auditors of the Company for the time being or if, in relation to any reference made to such auditors in accordance with these Articles, the auditors of the Company are unable or unwilling to act in connection with that reference, a chartered accountant nominated by, and engaged on terms approved by, the Directors with the consent of the Fund Manager and acting as agent for the Company and each relevant Member,
"Bad Leaver"	a Member who ceases to be an employee or director of, or a consultant to, a Group Company in the circumstances set out in article 12.1 8 as a result of: (a) the voluntary resignation of that Member (other than for a reason set out in the

	definition of Good Leaver), or
	(b) any other circumstances in which he is not a Good Leaver;
"B Ordinary Share"	a B ordinary share of £0 001 in the capital of the Company having the rights and being subject to the restrictions set out in these Articles;
"Business Day"	any day (other than a Saturday, Sunday or public holiday) during which clearing banks in the City of London are open for normal business;
"Cash Return"	the aggregate Investor Cash Flow,
"Chairman"	the person appointed as the chairman of the Directors from time to time in accordance with article 17.1.2;
"Change of Control"	the acquisition (by any means) by a Third Party Purchaser of any interest in any Shares if, upon completion of that acquisition, the Third Party Purchaser together with any person connected with or acting in concert with that Third Party Purchaser (other than any such person who was a party to the Investment Agreement on the Adoption Date) would be entitled to exercise more than 50% of the total voting rights normally exercisable at any general meeting of the Company,
"Compulsory Transfer Notice"	has the meaning given in article 12 2;
"Compulsory Transfer Shares"	in relation to a Relevant Member, any Shares: <ul style="list-style-type: none"> (a) held by the Relevant Member at the time of the relevant Transfer Event; (b) held at the time of the relevant Transfer Event by any Family Member or Family Trust of the Relevant Member; and (c) acquired by the Relevant Member, his Family Members, Family Trusts and/or personal representatives after the occurrence of the Transfer Event pursuant to any Share Option Scheme or any other scheme or arrangement entered into prior to the Transfer Event, <p>together with, in any case, any further Shares received by any person referred to in paragraphs (a), (b) and (c) above at any time after the relevant Transfer Event which are derived from any such Shares, whether by conversion, consolidation or sub-division, or by way of capitalisation, rights or bonus issue or otherwise;</p>
"C Ordinary Share"	a C ordinary share of £0.000001 in the capital of the Company having the rights and being subject to the restrictions set out in these Articles;
"C Share Value"	in respect of each C Ordinary Share a sum equal to: <ul style="list-style-type: none"> (a) the Issue Price of that C Ordinary Share, plus

- (b) an amount equal to the result of the following formula calculated from the date of issue of that C Ordinary Shares up to the date of the Exit or the date of return of capital (each date inclusive):

$$\frac{(0.14 \times \text{Issue Price})}{365} \times \text{number of days from the date of issue to the date of the Exit or to the date of return of capital (whether such return of capital is in respect of a liquidation or capital reduction or otherwise),}$$

"Deferred Share"	a deferred share of £0 000001 in the capital of the Company, created in accordance with the provisions of article 5.4.2 and having the rights and being subject to the restrictions set out in these Articles,
"Director"	a duly appointed director of the Company for the time being;
"Eligible Director"	a Director who would be entitled to vote on a matter at a meeting of the Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter) and references to "eligible directors" in article 8 of the Model Articles shall be construed accordingly;
"Employee Trust"	any trust, approved by an Investor Majority, which is established for the benefit of the employees of the Company or any Group Company and/or any of the persons referred to in section 1166 of the Act;
"Equity Shares"	the A Ordinary Shares and the B Ordinary Shares in issue from time to time (including all Shares in issue which are derived from any of them, whether by conversion, consolidation or sub-division or by way of capitalisation, rights or bonus issue or otherwise),
"Event of Default"	any of the following: <ul style="list-style-type: none"> (a) any act, omission or event occurring which constitutes or may, with the passing of time or the giving of notice, constitute an event of default under any of the Company's banking facilities from time to time; (b) the Company failing to pay any interest due on the Loan Notes in accordance with the Loan Note Instrument at any time, (c) the Company failing to redeem any of the Loan Notes due to be redeemed under the Loan Note Instrument at any time; (d) any amount owed by any Group Company to any tax authority, employee or any person who has the benefit of any Encumbrance over

any assets of any Group Company not being paid within 5 Business Days of it being due,

- (e) the contents of any financial or other information delivered or made available to the holders of the B Ordinary Shares pursuant to the Investment Agreement demonstrating that during the following 6 months it is reasonably likely that:
 - (i) an order will be made or a resolution passed or a petition presented for the winding up of a Group Company,
 - (ii) an administrator or receiver will be appointed over all or any of the assets or undertaking of a Group Company,
 - (iii) a Group Company will cease to carry on its business or be unable to pay its debts as they fall due; or
 - (iv) a Group Company will breach any of its covenants or obligations under the Loan Note Instrument, the Facility Documents or any other financing documents entered into with a third party funder from time to time;

"Exit"

a Share Sale or a Listing,

"Exit Date"

means

- (a) in respect of a Listing, the date on which dealings are permitted to commence, or
- (b) in respect of a Share Sale, the date of receipt from the purchaser of the consideration first due from or payable by that purchaser on completion of the Share Sale,

"Exit Proceeds"

the Listing Proceeds or the Share Sale Proceeds (as the case may be),

"Fair Value"

the price which the Auditors state in writing to be their opinion of the fair value of the Shares concerned, calculated on the basis that:

- (a) the Fair Value is the sum which a willing buyer would agree with a willing seller to be the purchase price for the Shares concerned on a Share Sale,
- (b) no account shall be taken of the size of the holding which the relevant Shares comprise or whether those Shares represent a majority or minority interest,
- (c) no account shall be taken of the fact that the transferability of the relevant Shares is restricted under these Articles;

	<p>(d) if the Company is then carrying on business as a going concern, it will continue to do so, and</p> <p>(e) any difficulty in applying any of the bases set out above shall be resolved by the Auditors as they, in their absolute discretion, think fit,</p>
"Family Member"	in relation to any Member, the spouse or civil partner of that Member and their children (including step and adopted children) for the time being,
"Family Trust"	<p>a trust under which the only persons being (or capable of being) beneficiaries are:</p> <p>(a) the settlor; and/or</p> <p>(b) the Family Members of that settlor; and</p> <p>(c) any charity or charities as default beneficiaries (meaning that such charity or charities have no immediate beneficial interest in any of the settled property or the income from that property when the trust is created but may become so interested if there are no other beneficiaries for the time being except other charities),</p> <p>and under which no power of control over the voting powers conferred by any Share is exercisable at any time by, or subject to the consent of, any person other than the trustees, the settlor or the Family Members of that settlor For the purposes of this definition:</p> <p>(i) "settlor" shall include a testator or an intestate in relation to a Family Trust arising under a testamentary disposition or an intestacy of a deceased Member (as the case may be), and</p> <p>(ii) "Family Member" shall include the widow or widower of the settlor or the civil partner of such settlor at the date of his death,</p>
"Fund Manager"	Maven Capital Partners UK LLP and/or any replacement party appointed to manage any Investor's Investment,
"Good Leaver"	<p>a Member who ceases to be an employee or director of, or a consultant to, a Group Company in the circumstances set out in article 12.1.8 as a result of:</p> <p>(a) the death of that Member,</p> <p>(b) disability or incapacity through ill health (other than where such ill health arises from the abuse of alcohol or drugs) where an Investor Majority considers such ill health is preventing, or is likely to prevent, the Member from performing his normal duties,</p> <p>(c) the sale or disposal of the Group Company (or</p>

	the business of the Group Company) by which he is engaged or employed,
	(d) any other reason which an Investor Majority determines, in its absolute discretion within 20 Business Days of the Member ceasing to be employed or engaged by a Group Company, shall result in the Member being a Good Leaver for the purposes of these Articles;
"Group"	the Company and its subsidiaries from time to time and references to a "Group Company" shall be construed accordingly,
"Investment"	the total amounts from time to time invested by the Investors in the Company or any subsidiary of the company including any equity subscription or any loan made and including for the avoidance of doubt, funds invested pursuant to the Investment Agreement and any sums subsequently invested;
"Investment Agreement"	the agreement dated on the Adoption Date and made between the Company, the Members and the Investors on that date,
"Investment Fund"	has the meaning given in article 10.1.2;
"Investment Manager"	has the meaning given in article 10.1 1;
"Investor Director"	a Director appointed pursuant to article 17 1 1;
"Investor Majority"	the holder(s) for the time being of more than 50% of the B Ordinary Shares,
"Investors"	the holders for the time being of B Ordinary Shares and/or C Ordinary Shares (including any additional or replacement Investor who is joined as an "Investor" in a deed of adherence to the Investment Agreement);
"Issue Price"	in relation to any Share, the amount paid up or credited as paid up on such Share, including the full amount of any premium at which such Share was issued;
"Listing"	either <ul style="list-style-type: none"> (a) the admission of all or any part of the Shares to listing on the Official List of the United Kingdom Listing Authority and to trading on the London Stock Exchange's market for listed securities, (b) the admission of all or any part of the Shares to trading on AIM, a market operated by London Stock Exchange; or (c) the admission of all or any part of the Shares to listing and/or trading on any other Recognised Investment Exchange, and, in any such case, such admission becoming unconditionally effective,

"Listing Price"	the price per share at which any ordinary shares of the Company are sold, offered to be sold or offered on and in connection with the Listing (in the case of an offer for sale, being the underwritten price or, if applicable, the minimum tender price, and in the case of a placing, being the price at which ordinary shares are sold under the placing);
"Listing Proceeds"	the market value of the Listing Shares determined by reference to the price per share at which such shares are to be offered for sale, placed or otherwise marketed pursuant to the arrangements relating to the Listing and on the basis that the Listing has been effected in accordance with its terms, all as determined by the merchant bank (or, if none, the broker) appointed by the Board (with Investor Director approval) to advise in connection with the Listing,
"Loan Note Instrument"	the instrument dated the same date as the Adoption Date constituting the Loan Notes;
"Loan Notes"	the £1,750,000 secured 14% loan notes 2019 of the Company;
"London Stock Exchange"	London Stock Exchange plc;
"Member"	a registered holder of a Share from time to time, as recorded in the register of members of the Company,
"Model Articles"	the model articles for private companies limited by shares contained in schedule 1 of the Companies (Model Articles) Regulations 2008 as amended prior to, and in force as at, the Adoption Date;
"Net Exit Proceeds"	has the meaning given in article 5.3 2;
"Recognised Investment Exchange"	has the meaning given in section 285(1) of the Financial Services and Markets Act 2000;
"Relevant Member"	a Member in respect of whom an Investor Majority has notified the Company that an event shall be treated as a Transfer Event in accordance with article 12.1,
"Relevant Securities"	any Shares, or any right to subscribe for or convert any securities into any Shares,
"Share Option Scheme"	any share option scheme of the Company or any other Group Company approved by an Investor Majority;
"Shares"	any shares of any class in the capital of the Company,
"Share Sale"	the transfer of any interest in any Shares (whether by one transaction or a series of transactions) which results in a Change of Control;
"Third Party Purchaser"	any person who is not a party to the Investment Agreement from time to time or a person connected with such a party,

"Transfer Event"	each of the events set out in article 12 1, and
"Transfer Notice"	a notice in accordance with article 11 that a Member wishes to transfer his Shares

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

1.3 In these Articles a reference to

1.3.1 a statutory provision includes a reference to the statutory provision as replaced, modified or re-enacted from time to time before or after the Adoption Date and any subordinate legislation made under the statutory provision before or after the Adoption Date;

1.3.2 a 'subsidiary' shall include a reference to a "subsidiary" and a "subsidiary undertaking" (each as defined in the Act) and a reference to a "holding company" shall include a reference to a "holding company" and a "parent undertaking" (each as defined in the Act);

1.3.3 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);

1.3.4 "these Articles" is to these articles of association (including the provisions of the Model Articles incorporated in them), and a reference to an article is to an article of these Articles, in each case as amended from time to time in accordance with the terms of these Articles and the Act; and

1.3.5 any agreement or document is to that agreement or document as in force for the time being and as amended from time to time in accordance with the terms of that agreement or document or with the agreement of all the relevant parties

1.4 All consents or approvals to be given by an Investor Majority, the Fund Manager or the Investor Director in respect of any provision of these Articles must be given in writing.

1.5 The contents table and headings in these Articles are for convenience only and do not affect the interpretation or construction of these Articles.

1.6 Words importing the singular include the plural and vice versa and words importing a gender include every gender

1.7 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

1.8 Any question as to whether a person is connected with another shall be determined in accordance with section 1122 of the Corporation Tax Act 2010 (except that in construing section 1122 "control" has the meaning given by section 1124 or section 450 of that Act so that there is control whenever section 1124 or 450 requires) which shall apply in relation to this agreement as it applies in relation to that Act

1.9 These Articles shall be binding on and shall survive for the benefit of the personal representatives and successors-in-title of each party.

2 Equity Shares

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

3. Dividends

- 3.1 Subject to articles 3.2 and 3.3, any profits which the Company, on the recommendation of the Directors and subject to the consent of an Investor Majority, determines to distribute in respect of any Accounting Period shall be applied on a non-cumulative basis between the holders of the A Ordinary Shares and the B Ordinary Shares and the C Ordinary Shares as follows:
- 3.1.1 As to 99.99% of the sum to be distributed (the “Aggregate Distribution”) amongst the holders of the A Ordinary Shares and the B Ordinary Shares pro rata according to the number of such Shares held by each of them respectively, as if they constituted one class of share, and
- 3.1.2 As to 0.01% of the Aggregate Distribution to the holders of C Ordinary Shares pro rata according to the number of such Shares held by each of them respectively
- 3.2 Unless an Investor Majority decides otherwise, no dividends shall be paid in respect of any Share until such time as the Loan Notes have been redeemed in full
- 3.3 This article 3 is subject to the limits in article 30.1

4. Return of capital

- 4.1 On a return of assets on liquidation or capital reduction or otherwise (except upon the redemption of shares of any class or the purchase by the Company of its own shares) the surplus assets of the Company available for distribution amongst Members after payment of its liabilities (including but not limited to the Loan Notes) shall be applied as follows:
- 4.1.1 firstly, in paying to the holders of the Equity Shares and the C Ordinary Shares (pari passu as if the same constituted one class of share) the Issue Price of each such share in the case of the Equity Shares and, in the case of the C Ordinary Shares, the C Share Value, and
- 4.1.2 secondly, and subject to the proviso below, in paying the surplus remaining (if any) (the “Surplus Assets”) as follows:
- 4.1.2.1 as to 99.99% of the Surplus Assets to each Member holding Equity Shares as if one class (in each case pro rata as between such holders to their respective holdings of the class), and
- 4.1.2.2 as to 0.01% of the Surplus Assets to the holders of the C Ordinary Shares pro rata according to the number of such Shares held by each of them respectively
- 4.2 Where the surplus assets available for distribution to any particular class of Share in accordance with article 4.1 is less than the total amount specified to be distributed to that class in that article, the available assets shall be distributed amongst the holders of Shares of that class pro rata according to the number of Shares of the relevant class held by each of them respectively.
- 4.3 This article 4 is subject to the limits in article 30.1

5. Exit provisions

- 5.1 On a Share Sale the provisions of articles 5.3 shall apply to determine the allocation of the proceeds of such Share Sale (and, for the avoidance of doubt, the provisions of articles 5.4 to 5.8 shall not apply on or after a Share Sale)
- 5.2 On a Listing the provisions of articles 5.4 to 5.8 shall apply to determine the allocation of the proceeds of such Listing (and, for the avoidance of doubt, the provisions of articles 5.3 shall not apply on or after a Listing).
- 5.3 On a Share Sale, the consideration referable to the Loan Notes sold in the Share Sale, if any, shall be paid to the sellers of such Loan Notes and after such payment has been

made the Exit Proceeds, once the costs, charges and/or fees incurred in connection with the Share Sale have been deducted, shall be apportioned as follows

- 5.3 1 firstly, in paying to the holders of C Ordinary Shares an amount equal to the C Share Value, and
- 5 3 2 secondly, apportioning the balance to each Member holding Equity Shares as if one class (in each case pro rata as between such holders to their respective holdings of the class)
- 5 4 Immediately prior to, and conditional on, a Listing and subject to the right of the holders of Loan Notes to receive all amounts due under the Loan Note Instrument on the occurrence of a Listing:
 - 5 4 1 such number of C Ordinary Shares shall convert into and be redesignated as such number of fully paid shares of the class of ordinary share which is to be the subject of the Listing which has an aggregate value at the Listing Price as near as practicable to (but not exceeding) the C Share Value; and
 - 5 4 2 the balance (if any) of the C Ordinary Shares not so converted shall convert into and be redesignated as Deferred Shares,and the Company and the Members shall do all acts necessary (including by the exercise of any of his voting rights (whether as a Director or Member)) so as to procure that any such conversion takes place (including, as required, any sub-division, redesignation or consolidation)
- 5.5 If an A Ordinary Majority and an Investor Majority fail to agree on the number of C Ordinary Shares to be converted in accordance with article 5.4 prior to the Listing, such matter shall be referred to the Auditors in accordance with article 28
- 5.6 A conversion of C Ordinary Shares in accordance with article 5 4 shall.
 - 5 6 1 take place immediately before, but conditionally upon the occurrence of, a Listing;
 - 5.6 2 be effected amongst the holders of C Ordinary Shares pro rata to the number of C Ordinary Shares held by each of them respectively (as nearly as may be without involving fractions and the allocation of any fractional entitlements which would otherwise arise shall be dealt with by the Directors, with the consent of the Investor Director, in such manner as they see fit); and
 - 5 6.3 be without prejudice to the rights of the holders of the C Ordinary Shares to all Arrears in respect of those C Ordinary Shares, calculated down to and including the date of conversion.
- 5.7 The Deferred Shares shall carry the following rights:
 - 5 7 1 the Deferred Shares shall be entitled to a dividend as set out in article 3 2 and no further,
 - 5 7.2 the holders of the Deferred Shares shall only be entitled to returns of capital as set out in article 4 and no further,
 - 5 7.3 the Deferred Shares shall not entitle the holders of such Deferred Shares to receive notice of, or attend or vote at any general meeting of the Company, by virtue of their holdings of any such Deferred Shares;
 - 5.7.4 the Deferred Shares shall not be capable of being redeemed; and
 - 5.7.5 notwithstanding any other provision of these Articles, the Deferred Shares are not transferable other than on an Exit or pursuant to article 13 or 14 and, in any such case, their value shall be £1 in aggregate for all of the Deferred Shares then in issue
- 5.8 Immediately prior to and conditionally upon a Listing the Members shall enter into such reorganisation of the share capital of the Company as they may agree or, in default, as the Auditors shall specify pursuant to article 28, to ensure that the Exit Proceeds are

reallocated between the Members in the same proportions as the preceding provisions of these Articles would provide on a Share Sale with the same Exit Proceeds and the Members shall do all acts necessary (including by the exercise of any of his voting rights (whether as a Director or Member)) so as to procure that any such reorganisation takes place (including, as required, any sub-division, redesignation or consolidation)

6. Voting

- 6.1 Subject to article 6.2, the holders of the Equity Shares shall have the right to receive notice of and to attend, vote and speak at any general meeting of the Company and shall be entitled to vote on any written resolution of the Company
- 6.2 If, at the date of any general meeting or the circulation date of any written resolution, an Event of Default has occurred or is subsisting (provided that an Investor Majority shall have first given to the Company written notice to enfranchise such shares (an "Activation Notice")), the number of voting rights attaching to the B Ordinary Shares (as a class) shall be such number as is equal to 90% of the total voting rights attaching to all Shares at that meeting (calculated after the application of this article 6.2)
- 6.3 The enhanced voting rights attached to the B Ordinary Shares by virtue of article 6.2 shall continue for so long as the relevant event or circumstance continues to subsist or until such matter is waived or otherwise remedied to the reasonable satisfaction, confirmed in writing, of an Investor Majority or the Activation Notice shall have been revoked in writing whereupon the voting rights attached to the B Ordinary Shares shall be as provided for in article 6.1 unless and until the rights under article 6.2 shall have been activated by a further Activation Notice
- 6.4 The C Ordinary Shares and the Deferred Shares shall not entitle their holders to receive notice of, or to attend, vote or speak at, any general meeting of the Company or to vote on any written resolution of the Company.
- 6.5 This article 6 is subject to the limits in article 30.1

7. Variation of class rights

Without prejudice to the generality of their rights, the special rights attaching to the B Ordinary Shares and the C Ordinary Shares shall be deemed to be varied at any time by any of the following occurring without class consent.

- 7.1 any variation to the share capital of the Company or any Group Company (other than a wholly owned subsidiary) or the rights attaching to any of the Shares, or the creation, allotment, issue or redemption of any shares or securities or the grant of or agreement to grant any option or right to require the allotment or issue of, or subscribe for, or convert any instrument into any share or securities of the Company or any Group Company or cancelling or accepting the surrender of any such right to subscribe or convert, other than:
 - 7.1.1 the grant of any option pursuant to a Share Option Scheme and the subsequent issue of any Shares on the exercise of such option; or
 - 7.1.2 the conversion of any C Ordinary Share in accordance with article 5.4;
- 7.2 any alteration to the constitution (as defined in section 17 of the Act) of any Group Company (other than a wholly owned subsidiary),
- 7.3 instituting any proceedings or taking any steps in relation to or in preparation for the winding up, administration or dissolution of, or the appointment of an administrator, administrative receiver, receiver or manager in respect of, any Group Company or any of the assets or undertaking of any Group Company;
- 7.4 the declaration or payment of any distribution or any return of a capital or income nature to any person, other than in relation to a redemption of the Loan Notes in accordance with the Loan Note Instrument;
- 7.5 the capitalisation of any undistributed profits (whether or not such profits are available for distribution and including profits standing to the credit of any reserve) or any sums

standing to the credit of the share premium account or capital redemption reserve fund of any Group Company,

- 7 6 other than in accordance with the Facility Documents as at the Adoption Date, the creation, variation or extension by a Group Company of any Encumbrance (other than any interest arising by operation of law in the ordinary course of business or retention of title in the normal and ordinary course of trading),
- 7 7 the appointment or removal of any director of any Group Company (other than an Investor Director or the Chairman in accordance with article 17 1, 17.4 or 20 6 2),
- 7 8 the appointment or removal of the auditors of any Group Company (other than a deemed reappointment in accordance with section 487(2) of the Act);
- 7 9 an Exit or an Asset Sale,
- 7.10 the acquisition (by any means) by any Group Company of any shares (or any interest in any shares) in the capital of any company or the whole or any part (or any interest in any part) of the business and assets of any other person,
- 7 11 the disposal (by any means) by any Group Company of any shares (or any interest in any shares) in the capital of any Group Company, or the admission to trading on London Stock Exchange (or any other Recognised Investment Exchange) of any of the issued share capital of any Group Company (other than the Company);
- 7 12 the making of any material change (including cessation) in the nature of the business of the Group;
- 7 13 the convening of a general meeting, or the circulating of a written resolution, to effect or approve any matter which would, by virtue of this article 7, constitute a variation of the rights attached to the B Ordinary Shares or the C Ordinary Shares;
- 7.14 the registration or purported registration of a transfer of any interest in any Shares other than as permitted by these Articles, or
- 7.15 any Group Company incurring or agreeing to incur an obligation to do any of the matters set out above in this article 7

8. Issue of Shares

- 8.1 Subject to article 7 and articles 8.2 to 8.7 the Directors are generally and unconditionally authorised for the purposes of section 551 of the Act to exercise any power of the Company to allot Relevant Securities The authority granted under this article 8 1 shall:
 - 8.1.1 be limited to a maximum amount in nominal value of £500,
 - 8 1.2 only apply in so far as it is not renewed, waived or revoked by ordinary resolution of the holders of the Equity Shares, and
 - 8 1.3 expire on the day immediately preceding the fifth anniversary of the Adoption Date, provided that the Directors may allot Relevant Securities after the expiry of such period in pursuance of an offer or agreement to do so made by the Company within such period
- 8 2 Subject to article 7, and unless an Investor Majority agrees otherwise, any Relevant Securities which the Directors propose to allot, grant or otherwise dispose of shall, before they are so allotted, granted or otherwise disposed of, be offered to the Members Such offer shall be made by means of a notice (a "Subscription Notice") served by the Directors on all Members which shall:
 - 8 2.1 state the number and class of Relevant Securities offered,
 - 8 2.2 state the subscription price per Relevant Security, which shall be determined by the Directors with the consent of an Investor Majority;
 - 8 2 3 invite the relevant offerees to respond in writing to the Company stating the number of Relevant Securities for which they wish to subscribe, and

- 8.2.4 expire, and the offer made in that notice to an offeree shall be deemed to be withdrawn if not previously accepted by such offeree, on the date specified in that notice, being not less than 10 nor more than 20 Business Days after the date of the Subscription Notice.
- 8.3 After the expiry of the period referred to in the Subscription Notice or, if sooner, upon all Members having responded to the Subscription Notice (in either case, the "Subscription Allocation Date"), the Directors shall allocate the Relevant Securities in accordance with the applications received provided that:
- 8.3.1 no Relevant Securities shall be allocated to any Member who, at the Subscription Allocation Date, is bound to give, or has given or is deemed to have given, a Transfer Notice in respect of any Shares registered in his name (including, for the avoidance of doubt, a Compulsory Transfer Notice),
- 8.3.2 if there are applications for more than the number of Relevant Securities available, the Relevant Securities shall be allocated to the relevant applicants in proportion (as nearly as practicable but without allocating to any applicant more Relevant Securities than he applied for) to the number of Shares held by each of them respectively; and
- 8.3.3 the allocation of any fractional entitlements to Relevant Securities amongst the Members shall be dealt with by the Directors, with the consent of the Investor Director, in such manner as they see fit
- 8.4 Within 5 Business Days of the Subscription Allocation Date the Directors shall give notice in writing (a "Subscription Allocation Notice") to each Member to whom Relevant Securities have been allocated pursuant to article 8.3 (each a "Subscriber") A Subscription Allocation Notice shall state:
- 8.4.1 the number and class of Relevant Securities allocated to that Subscriber,
- 8.4.2 the aggregate subscription price payable by the Subscriber in respect of the Relevant Securities allocated to him, and
- 8.4.3 the place, date and time (being not less than 2 nor more than 5 Business Days after the date of the Subscription Allocation Notice) at which completion of the subscription for the Relevant Securities shall take place.
- 8.5 Completion of a subscription for Relevant Securities pursuant to a Subscription Allocation Notice shall take place at the place, date and time specified in the Subscription Allocation Notice when the Subscriber will pay the relevant subscription monies to the Company in cleared funds and the Company will allot or grant the Relevant Securities to that Subscriber and deliver to that Subscriber a duly executed share certificate or certificate of grant (as the case may be) in respect of those Relevant Securities. If a Subscriber shall fail for any reason to pay the relevant subscription monies in respect of any Relevant Securities to the Company in cleared funds by the date specified in the Subscription Allocation Notice he shall
- 8.5.1 be deemed to have declined the offer made to him in respect of those Relevant Securities which shall immediately be deemed to be released from the provisions of articles 8.2 to 8.4; and
- 8.5.2 indemnify the Company against all costs, claims and expenses which the Company may suffer or incur as a result of such failure
- 8.6 Any Relevant Securities which are not accepted pursuant to articles 8.2 to 8.4, and any Relevant Securities released from the provisions of those articles either by virtue of a Subscriber's default in accordance with article 8.5 or by virtue of the agreement of an Investor Majority, may be offered by the Directors to a third party approved by an Investor Majority and such Relevant Securities shall, subject to the provisions of the Act and article 7, be at the disposal of the Directors who may allot, grant or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think fit in their absolute discretion, provided that
- 8.6.1 no Share shall be issued at a discount,

- 8.6.2 no Relevant Securities shall be allotted, granted or otherwise disposed of on terms which are more favourable than those on which they were offered to the Members pursuant to article 8.2; and
- 8.6.3 no Relevant Securities shall be allotted, granted or otherwise disposed of more than 3 months after the date of the relevant Subscription Notice relating to those Relevant Securities (or, in the case of Relevant Securities released from the provisions of articles 8.2 to 8.4 by virtue of the agreement of an Investor Majority, the date of such agreement being given) unless the procedure in articles 8.2 to 8.4 is repeated in relation to that Relevant Security
- 8.7 The provisions of articles 8.2 to 8.6 shall not apply
 - 8.7.1 to the grant of any option pursuant to a Share Option Scheme and the subsequent issue of any Shares on the exercise of such option; or
 - 8.7.2 at any time when the holders of the B Ordinary Shares are entitled to exercise enhanced voting rights in respect of those shares pursuant to article 6.2
- 8.8 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to the Company
- 8.9 Notwithstanding any other provision of these Articles, no Share shall be allotted to a person who is not already a party to the unless that person has entered into a deed of adherence to the Investment Agreement.
- 8.10 Where any Equity Share is issued to an existing Member holding Equity Shares, such new Equity Share shall, if so required by an Investor Majority, on and from the time of registration of the allotment of that Equity Share in the register of members of the Company, be immediately and automatically (without resolution of the Members or Directors) redesignated as an Equity Share of the same class as the Equity Shares already held by such Member
- 8.11 Any Equity Share may be issued partly or nil paid Nil and partly paid shares may participate in distributions of income and capital and carry voting rights notwithstanding they are not fully paid
- 9. **Transfer of Shares - general**
 - 9.1 Notwithstanding any other provision of these Articles, the Directors shall not register a transfer of any interest in a Share
 - 9.1.1 if it is to a minor, undischarged bankrupt, trustee in bankruptcy or person who (in the opinion of an Investor Majority) is of unsound mind,
 - 9.1.2 unless.
 - 9.1.2.1 the transfer is permitted by article 10, or
 - 9.1.2.2 the transfer is made in accordance with article 11, 12, 13 or 14,
 - and in either case (other than in respect of a transfer to a Third Party Purchaser under article 13 or 14) the transferee, if not already a party to the Investment Agreement, has entered into a deed of adherence to the Investment Agreement, or
 - 9.1.3 on a purported Share Sale where the proceeds of such Share Sale are not distributed in accordance with article 5.
- 9.2 The Directors may only refuse to register a transfer of Shares which is either permitted under article 10 or made in accordance with articles 11, 12, 13 or 14 if:
 - 9.2.1 the transfer has not been lodged at the Company's registered office (or such other place as the Directors may nominate for this purpose),
 - 9.2.2 the transfer is not accompanied by the certificate for the Shares to which it relates and such other evidence (if any) as the Directors may reasonably require to show the right of the transferor to make the transfer;

- 9.2 3 the transfer is in respect of more than one class of Shares,
- 9.2 4 the transfer is in favour of more than four transferees, or
- 9.2 5 the transfer has not been properly stamped or certified as being not liable to stamp duty

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

9 3 For the purposes of ensuring that

- 9 3 1 a transfer of any Share is in accordance with these Articles,
- 9 3.2 no circumstances have arisen whereby a Member is required to give or may be deemed to have given a Transfer Notice in respect of any Share; or
- 9 3.3 no circumstances have arisen whereby the provisions of article 14 are required to be or ought to have been triggered,

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

9 4 If any information or evidence provided pursuant to article 9.3 discloses to the reasonable satisfaction of the Directors that circumstances have arisen whereby a Member may be required to give or be deemed to have given a Transfer Notice the Directors may with the consent of an Investor Majority (and shall, if so requested to do so by an Investor Majority) by notice in writing to the relevant Member require that a Transfer Notice be given in respect of the Shares concerned.

9.5 In any case where a Member is required to give a Transfer Notice in accordance with the provisions of these Articles and such Transfer Notice is not duly given within a period of 10 Business Days of written notice from the Directors to the relevant Member requesting that such Transfer Notice be duly given, such Transfer Notice shall be deemed to have been given immediately upon the expiry of that period of 10 Business Days in respect of all the Shares held by such Member and the provisions of article 11 shall apply. Notwithstanding any other provision of these Articles, unless an Investor Majority resolves otherwise, any Shares which are the subject of a Transfer Notice deemed to have been served in accordance with this article 9.5 (and any Shares received after the date of service, or deemed service, of any such Transfer Notice which are derived from any Share which is the subject of that Transfer Notice, whether by conversion, consolidation or sub-division, or by way of capitalisation, rights or bonus issue or otherwise) shall with effect from the date of the relevant Transfer Notice (or, if later, the date on which such Shares are issued), cease to confer upon the holder of such Shares any right to receive notice of, or attend, speak or vote at, any general meeting of the Company (or at any meeting of the holders of any class of Shares) or any right to receive or vote on any written resolution of the Company (or the holders of any class of Shares) until such time as another person is entered in the register of members of the Company as the holder of those Shares

9.6 Notwithstanding any other provision of these Articles, an obligation to transfer a Share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Share free from any Encumbrance.

9.7 Where any Shares are the subject of a Transfer Notice (including a Compulsory Transfer Notice deemed to have been given in accordance with article 12 2), no transfer of any such Shares shall be permitted pursuant to article 10

9.8 Where any Equity Share is transferred to an existing Member holding Equity Shares, such Equity Share shall, if so required by an Investor Majority, on and from the time of

registration of the transfer of that share in the register of members of the Company, be immediately and automatically (without resolution of the Members or Directors) redesignated as an Equity Share of the same class as the Equity Shares already held by such Member. For the avoidance of doubt, no C Ordinary Share or Deferred Share shall be redesignated on transfer.

10 Permitted transfers

10.1 B Ordinary Shares and C Ordinary Shares

Notwithstanding any other provision of these Articles and subject to the prior written consent of the Fund Manager, a transfer of any B Ordinary Shares or C Ordinary Shares may be made without restriction as to price or otherwise (and any such transfers shall be registered by the Directors) by any Member (or a nominee of a Member) who is:

10.1.1 a person whose principal business is to make, manage or advise upon investments (an "Investment Manager") or a nominee of an Investment Manager, provided that the transferee is:

10.1.1.1 any participant or partner in or member of any Investment Fund in respect of which the shares to be transferred are held (but only in connection with the dissolution of such Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course); or

10.1.1.2 any Investment Fund whose business is managed by the Investment Manager who is or whose nominee is the transferor; or

10.1.1.3 any other Investment Manager who manages the business of the Investment Fund in respect of which the shares are held; or

10.1.2 a fund, partnership, company, investment trust, syndicate or other entity whose principal business is to make investments and whose business is managed by an Investment Manager (an "Investment Fund") or a nominee of an Investment Fund provided that the transferee is:

10.1.2.1 any participant or partner in or member of the Investment Fund which is or whose nominee is the transferor (but only in connection with the dissolution of such Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course), or

10.1.2.2 any other Investment Fund whose business is managed by the same Investment Manager as manages the Investment Fund which is or whose nominee is the transferor, or

10.1.2.3 the Investment Manager who manages the business of the Investment Fund which is or whose nominee is the transferor

10.2 Transfer with consent

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

10.3 Transfer within corporate group

10.3.1 Any Member which is a body corporate may at any time transfer any Shares held by it to a company which is for the time being a subsidiary or holding company

of that Member or another subsidiary of such holding company (in this article 10 3, each a "member of the same group").

- 10.3 2 Where, following a transfer or series of transfers of Shares pursuant to this article 10.3, the transferee of any Shares ceases at any time for any reason to be a member of the same group as the original transferor of those Shares, such transferee shall forthwith transfer all the Shares held by it to the original transferor for such consideration as they may agree between them and, if they do not agree such consideration or if the transfer is not effected for any other reason within 20 Business Days of the date on which the transferee ceased to be a member of the same group as the original transferor, the Directors may (and shall, if so requested to do by an Investor Majority) require such transferee to serve a Transfer Notice in respect of all the Shares held by it and the provisions of article 11 shall apply

10 4 Transfer to a Family Member

- 10 4.1 Subject to articles 10 4 2 and 10.4 3 and the consent of an Investor Majority, any individual Member may at any time transfer any of the Shares held by him to one or more of his Family Members
- 10.4.2 No transfer of Shares shall be permitted pursuant to article 10.4 1 if the registration of that transfer would result in the number of Shares held by the relevant transferor representing less than 75% of the total number of Shares held from time to time by that transferor, his Family Members and/or any Family Trust of his
- 10.4 3 Where any Member (in this article 10.4 3 the "transferor") transfers Shares to a Family Member (in this article 10 4.3 the "transferee") the transferor shall procure, before the transfer is presented for registration, that he is appointed, on terms reasonably satisfactory to an Investor Majority, as the attorney of the transferee to exercise, in the name of and on behalf of the transferee, all or any of the rights in relation to the Shares transferred to him with full (unconditional and irrevocable) authority to sell those Shares on behalf of the transferee on an Exit. For that purpose the transferee authorises the Company to send any written resolutions, notices or other communications in respect of the Shares registered in the name of the transferee to the transferor.
- 10.4.4 Where, following a transfer of Shares pursuant to article 10.4 1, the transferee of those Shares ceases for any reason to be a Family Member of the original transferor of those Shares, such transferee shall forthwith, and in any event within 20 Business Days of the date on which the transferee ceased to be a Family Member of the original transferor, transfer all the Shares held by him to the original transferor failing which the Directors may (and shall, if so requested to do by an Investor Majority) at any time require such transferee to serve a Transfer Notice in respect of all the Shares held by him and the provisions of article 11 shall apply.
- 10 4 5 A Family Member to whom Shares have been transferred pursuant to this article 11 4 may transfer those Shares back to the original transferor at any time but may not otherwise transfer such Shares pursuant to this article 10 4 or article 10 5.

10.5 Transfer to a Family Trust

- 10 5.1 Subject to articles 10.5.2 and 10.5 3 and the consent of an Investor Majority, any individual Member may at any time transfer any of the Shares held by him to one or more trustees to be held on a Family Trust
- 10.5 2 No transfer of Shares shall be permitted pursuant to article 10 5 1 if the registration of that transfer would result in the number of Shares held by the relevant transferor representing less than 75% of the total number of Shares held from time to time by that transferor, his Family Members and/or any Family Trust of his.

10.5.3 No transfer of Shares shall be permitted pursuant to article 10.5.1 unless an Investor Majority is satisfied

10.5.3.1 with the terms of the instrument constituting the Family Trust;

10.5.3.2 with the identity of the proposed trustee(s) of the Family Trust;

10.5.3.3 that the proposed transfer will not result in more than 25% of all the Shares being held by the trustee(s) of the Family Trust and any other trust; and

10.5.3.4 that no costs incurred in the setting up or administration of the Family Trust are to be paid by any Group Company

10.5.4 Where any Shares are held by a trustee(s) on a Family Trust, those Shares may be transferred to:

10.5.4.1 any new trustee(s) of the Family Trust appointed on a change in trustee(s);

10.5.4.2 the settlor of such Family Trust,

10.5.4.3 the trustees of another Family Trust which has the same settlor, or

10.5.4.4 any Family Member of the settlor of such Family Trust.

10.5.5 Where any Shares are held by a trustee(s) on a Family Trust and either

10.5.5.1 the relevant trust ceases to be a Family Trust in relation to the settlor; or

10.5.5.2 there ceases to be any beneficiaries of the Family Trust other than charities,

the trustee(s) shall forthwith, and in any event within 20 Business Days of the date on which the trust ceased to be such a Family Trust or there ceased to be any beneficiaries as above, transfer all the Shares held by them to the original transferor failing which the Directors may (and shall, if so requested to do by an Investor Majority) at any time require such trustee(s) to serve a Transfer Notice in respect of all the Shares held by them and the provisions of article 11 shall.

10.6 Transfer by Employee Trust

Where any Shares are held by a trustee(s) of an Employee Trust, those Shares may be transferred to:

10.6.1 any new trustee(s) of the Employee Trust appointed on a change in trustee(s), or

10.6.2 any beneficiary of the Employee Trust, provided the transfer is made

10.6.2.1 with the consent of an Investor Majority; and

10.6.2.2 pursuant to, and in accordance with the rules of, a Share Option Scheme.

11 Pre-emption on transfer of Shares

11.1 Transfer Notice

11.1.1 Except as permitted under article 10 (Permitted transfers) or as provided for in articles 13 (Drag along) and 14 (Tag along), any Member (a "Seller") who wishes to transfer any Share (or any interest in any Share) shall, before transferring or

agreeing to transfer such Share (or interest), give notice in writing (a "Transfer Notice") to the Company of his wish.

11.1.2 Subject to article 11.1.3, a Transfer Notice shall

- 11.1.2.1 state the number and class of Shares (the "Sale Shares") which the Seller wishes to transfer;
- 11.1.2.2 state the name of the person (if any) to whom the Seller wishes to transfer the Sale Shares,
- 11.1.2.3 state the price per Share (the "Transfer Price") at which the Seller wishes to transfer the Sale Shares;
- 11.1.2.4 state if the Transfer Notice is conditional upon all (and not only part) of the Sale Shares being sold pursuant to this article 11 (a "Total Transfer Condition"),
- 11.1.2.5 relate to only one class of Share,
- 11.1.2.6 constitute the Company as the agent of the Seller in relation to the sale of the Sale Shares in accordance with this article 11, and
- 11.1.2.7 not be capable of variation or cancellation without the consent of an Investor Majority.

11.1.3 Where a Transfer Notice is one which is deemed to have been given by virtue of any provision of these Articles (including a Compulsory Transfer Notice deemed to have been served in accordance with article 12.2):

- 11.1.3.1 it shall relate to all the Shares registered in the name of the Seller;
- 11.1.3.2 it shall not contain a Total Transfer Condition;
- 11.1.3.3 subject to article 12.3, the Transfer Price shall be such price as may be agreed between the Seller and the Directors, with the consent of an Investor Majority, within 10 Business Days of the date of service (or deemed service) of the Transfer Notice or if either no price is agreed within such period or an Investor Majority directs at any time during that period, the Fair Value determined in accordance with article 11.2.2;
- 11.1.3.4 it shall be irrevocable; and
- 11.1.3.5 subject to articles 9.4 and 12.6, the Seller may retain any Sale Shares for which Buyers (as defined in article 11.5.2) are not found.

11.2 Transfer Price

11.2.1 The Sale Shares will be offered for sale in accordance with this article 11 at the following price (the "Transfer Price"):

- 11.2.1.1 subject to the consent of an Investor Majority, the Proposed Price, or
- 11.2.1.2 such other price as may be agreed between the Seller and the Directors, with the consent of an Investor Majority, within 10 Business Days of the date of service (or deemed service) of the Transfer Notice; or

- 11.2.1.3 if no price is agreed pursuant to article 11.2.1.2 above within the period set out in that article, or if an Investor Majority directs at any time during that period, whichever is the lower of (i) the Proposed Price and (ii) the Fair Value
- 11.2.2 If the Seller and the Directors are unable to agree on the Transfer Price in accordance with article 11.2.1.2 or if an Investor Majority directs in accordance with article 11.2.1.3 (or article 11.1.3.3 in the case of a Transfer Notice which is deemed to have been given by virtue of any provision of these Articles), the Directors shall instruct the Auditors to determine and certify the Fair Value of the Sale Shares. The decision of the Auditors (who shall be deemed to act as an expert and not as an arbitrator) shall be final and binding on the Members, save in the event of fraud or manifest error, and their costs for reporting on their opinion of the Fair Value shall, subject to article 11.2.3, be borne as directed by the Auditors (taking into account the conduct of the parties and the merits of their respective arguments in relation to any matters in dispute) or, in the absence of any such direction, as to one half by the Seller and the other half by the Company
- 11.2.3 Where the Fair Value is less than the price proposed by the Directors to the Seller not less than 5 Business Days prior to receipt of the Auditors' report by the Company the Auditors' fees shall be borne wholly by the Seller.
- 11.3 Board Invitees**
- In these Articles, the expression "Board Invitee" shall mean any of:
- 11.3.1 the Company (subject to compliance by the Company with the provisions of the Act); and/or
- 11.3.2 the trustees of any Employee Trust, and/or
- 11.3.3 any person(s) (being a current or future employee or officer of a Group Company) nominated by an Investor Majority,
- as selected by the Directors with the consent of an Investor Majority in the period of 3 months after the date of service of a Transfer Notice or, if no such persons are selected in accordance with this article 11.3 within that period, as selected by an Investor Majority within a further period of 1 month
- 11.4 Offer Notice**
- 11.4.1 Subject to article 11.4.2, the Directors shall serve a notice (an "Offer Notice") on all Members and any Board Invitees (as the case may be) to whom the Sale Shares are to be offered in accordance with these Articles as soon as reasonably practicable after (and in any event within 10 Business Days of) whichever is the first to occur of
- 11.4.1.1 the period prescribed in article 11.3 for the selection of Board Invitees having expired; or
- 11.4.1.2 the identity of all Board Invitees having been determined with the consent of an Investor Majority, or
- 11.4.1.3 the Directors determining, with the consent of an Investor Majority, that none of the Sale Shares are to be offered to a Board Invitee,
- or, if later, on the Transfer Price being agreed or determined in accordance with these Articles.
- 11.4.2 An Offer Notice shall not be sent to, and no Sale Shares shall be treated as offered to, the Seller or any Member who, at the date of the Offer Notice, is bound to give, or has given or is deemed to have given, a Transfer Notice in respect of any Shares registered in his name

11.4 3 An Offer Notice shall

- 11 4.3.1 state the Transfer Price,
- 11 4 3.2 contain the other information set out in the Transfer Notice,
- 11 4 3 3 invite the relevant offerees to respond in writing to the Company stating the number of Sale Shares which they wish to purchase; and
- 11 4 3 4 expire, and the offer made in that Offer Notice shall be deemed to be withdrawn, on a date which is not less than 10 nor more than 20 Business Days after the date of the Offer Notice

11.4 4 For the purposes of allocating the Sale Shares amongst the Members and any Board Invitees, Sale Shares of a class specified in the first column of the table set out below will be treated as offered:

- 11 4.4.1 firstly, to all persons in the category set out in the corresponding line in the second column in the table below;
- 11 4.4 2 secondly, to the extent not already accepted by persons in the second column, to all persons in the category set out in the corresponding line in the third column in the table below; and
- 11 4 4 3 thirdly, to the extent not already accepted by persons in the second or third columns, to all persons in the category set out in the corresponding line in the fourth column in the table below

Class of Sale Shares	First offer to:	Second offer to:	Thrd offer to
A Ordinary Shares	Board invitees	Members holding A Ordinary Shares	Members holding B Ordinary Shares and C Ordinary Shares (as a class)
B Ordinary Shares	Members holding B Ordinary Shares and C Ordinary Shares (as a class)	Board Invitees	Members holding A Ordinary Shares
C Ordinary Shares	Members holding B Ordinary Shares and C Ordinary Shares (as a class)	Members holding A Ordinary Shares	n/a
Deferred Shares	Members holding B Ordinary Shares	Members holding A Ordinary Shares	n/a

11 5 Allocation of Sale Shares

- 11.5 1 After the expiry of the period specified in the Offer Notice or, if sooner, upon all Members holding shares of a class specified in a column in the table in article 11.4.4 having responded to the Offer Notice and the Company having received valid applications for all the Sale Shares (in either case the "Allocation Date"), the Directors shall allocate the Sale Shares in accordance with the

applications received in the priorities and in respect of each class of persons set out in the table in article 11.4.4 provided that:

- 11 5 1 1 if there are applications from any class of offerees for more than the number of Sale Shares available for that class, the Sale Shares shall be allocated to the relevant applicants in proportion (as nearly as practicable but without allocating to any applicant more Sale Share than he applied for) to the number of Shares of the class entitling them to receive such offer held by each of them respectively,
 - 11 5.1.2 the allocation of any fractional entitlements to Sale Shares amongst the members of a particular class of Shares shall be dealt with by the Directors, with the consent of the Investor Director, in such manner as they see fit,
 - 11 5 1 3 the allocation of Sale Shares between two or more Board Invitees shall be at the absolute discretion of the Directors (subject to the approval of an Investor Majority), and
 - 11.5 1.4 no Sale Shares shall be allocated to any Member who, at the Allocation Date, is bound to give, or has given or is deemed to have given, a Transfer Notice in respect of any Shares registered in his name.
- 11.5 2 Within 5 Business Days of the Allocation Date the Directors shall give notice in writing (an "Allocation Notice") to the Seller and each Member or Board Invitee to whom Sale Shares have been allocated pursuant to article 11.5.1 (each a "Buyer") An Allocation Notice shall state:
 - 11.5 2.1 the number and class of Sale Shares allocated to that Buyer;
 - 11.5 2.2 the name and address of the Buyer,
 - 11.5 2.3 the aggregate purchase price payable by the Buyer in respect of the Sale Shares allocated to him;
 - 11.5.2 4 the information (if any) required pursuant to article 11.5.4; and
 - 11 5.2 5 subject to article 11 5.4, the place, date and time (being not less than 2 nor more than 5 Business Days after the date of the Allocation Notice) at which completion of the sale and purchase of the relevant Sale Shares shall take place.
- 11.5.3 Subject to article 11 5.4, completion of a sale and purchase of Sale Shares pursuant to an Allocation Notice shall take place at the place, date and time specified in the Allocation Notice when the Seller will, upon payment of the Transfer Price in respect of the Sale Shares allocated to a Buyer, transfer those Sale Shares, and deliver the relevant share certificate(s) in respect of such Sale Shares, to that Buyer.
- 11.5 4 If the Transfer Notice contained a Total Transfer Condition and the total number of Shares applied for and allocated to the Buyers in accordance with article 11 5 1 is less than the total number of Sale Shares then
 - 11 5.4 1 the Allocation Notice will refer to the Total Transfer Condition and will contain a further offer (the "Further Offer") to the Buyers inviting them

- to apply for further Sale Shares at the Transfer Price,
 - 11 5 4.2 the Further Offer shall expire, and shall be deemed to be withdrawn, upon the expiry of the period (being not more than 10 Business Days) specified in the Allocation Notice,
 - 11 5 4 3 any Sale Shares accepted by the Buyers pursuant to the Further Offer shall be allocated amongst them in accordance with the provisions of articles 11 5.1 1 to 11 5.1.4, and
 - 11.5 4.4 following the allocation of any Sale Shares amongst the Buyers in accordance with article 11 5 4 3, and provided all the Sale Shares have then been allocated, the Directors shall issue revised Allocation Notices in accordance with article 11.5 2 but omitting article 11.5.2 4 of that article.
- 11.5.5 Subject to article 11 5.6, the service of an Allocation Notice (or a revised Allocation Notice in accordance with article 11 5 4) shall constitute the acceptance by a Buyer of the offer to purchase the number of Sale Shares specified in that Allocation Notice on the terms offered to that Buyer
- 11.5.6 If after following the procedure set out in this article 11 the total number of Shares applied for and allocated to the Buyers remains less than the total number of Sale Shares, then:
 - 11.5.6.1 if the Transfer Notice contained a Total Transfer Condition, then notwithstanding any other provision of this article 11 no Sale Shares shall be deemed to have been allocated to any Buyer and the Seller and the Buyers shall not be bound to sell or purchase any Sale Shares in accordance with this article 11, and
 - 11 5.6.2 the Company shall notify the Seller that it has failed to find Buyers for all or some (as the case may be) of the Sale Shares
- 11.6 Default by the Seller**
 - 11.6.1 If a Seller shall fail for any reason (including death) to transfer any Sale Shares to a Buyer when required by this article 11, the Directors may (and will if requested to do so by an Investor Majority) authorise any Director to execute each necessary transfer of Sale Shares on the Seller's behalf and to deliver that transfer to the relevant Buyer.
 - 11.6.2 The Company may receive the purchase money from a Buyer on behalf of the Seller and shall then, subject to due stamping, enter the name of that Buyer in the register of members of the Company as the holder of the Sale Shares so transferred to him. The receipt of the Company for the purchase money shall constitute a good discharge to the Buyer (who shall not be bound to see to the application of it) and after the Buyer has been registered in purported exercise of the power conferred by this article 11 6 the validity of the proceedings shall not be questioned by any person.
 - 11.6.3 The Company shall hold the relevant purchase money on trust for the Seller (but without interest) and the Company shall not pay such money to the Seller until he has delivered to the Company the share certificate(s) in respect of the relevant Sale Shares (or a suitable indemnity in a form reasonably satisfactory to the Directors with the consent of the Investor Director).

11.7 Transfers following exhaustion of pre-emption rights

If any Sale Shares are not allocated to a Buyer under any of the previous provisions of this article 11 the Seller may, at any time within 3 calendar months of the date of service of the notice referred to in article 11.5.6.2, sell any of those unallocated Sale Shares to the person named in the Transfer Notice (or, if none was so named, any other person) at not less than the Transfer Price (without any deduction, rebate or allowance to the proposed purchaser) provided that

- 11.7.1 no Share shall be sold to, and the Directors shall not register a transfer to, a person who is not already a Member without the prior written consent of an Investor Majority
- 11.7.2 if the Transfer Notice contained a Total Transfer Condition, the Seller shall not be entitled to sell only some of the Sale Shares without the prior written consent of an Investor Majority;
- 11.7.3 the Directors may require to be satisfied that the relevant Sale Shares are being transferred under a bona fide sale for the consideration stated in the transfer without deduction, rebate or allowance to the proposed purchaser and, if not so satisfied, may refuse to register the transfer (without prejudice to any power of the Directors to refuse to register a transfer in accordance with article 9), and
- 11.7.4 the Directors shall not register the transfer if as a result of such transfer the proposed purchaser would be required to make an offer in accordance with article 14 until such time as that offer has been made and, if accepted, completed.

12. Compulsory transfers

12.1 In this article 12 each of the following shall be a "Transfer Event" in relation to a Member holding A Ordinary Shares:

- 12.1.1 the death of that Member,
- 12.1.2 an order being made for the bankruptcy of that Member or a petition being presented for such bankruptcy which petition is not withdrawn or dismissed within 10 Business Days of being presented;
- 12.1.3 the Member convening a meeting of his creditors or circulating a proposal in relation to, or taking any other steps with a view to, making an arrangement or composition in satisfaction of his creditors generally;
- 12.1.4 the Member being unable to pay his debts as they fall due (within the meaning of section 268 of the Insolvency Act 1968);
- 12.1.5 any step being taken for the appointment of a receiver, manager or administrative receiver over all or any part of the Member's assets, or any other steps being taken to enforce any Encumbrance over all or any part of the Member's assets or any Shares held by that Member,
- 12.1.6 any proceedings or orders equivalent or analogous to any of those described in articles 12.1.2 to 12.1.5 above occurring in respect of the Member under the law of any jurisdiction outside England;
- 12.1.7 that Member suffering from mental disorder and being admitted to hospital or, by reason of his mental health, being subject to any court order which wholly or partly prevents that Member from personally exercising any powers or rights which that Member would otherwise have,
- 12.1.8 that Member, being a director or employee of, or a consultant to, a Group Company, ceasing to be such a director, employee or consultant (including where such cessation occurs as a result of a Group Company ceasing to be a Group Company) where the Member does not remain, or immediately become, a director or employee of, or a consultant to, another Group Company; or

- 12.1.9 that Member breaching any provision of these Articles or the which breach has not been remedied to the reasonable satisfaction of an Investor Majority within 10 Business Days of a notice from an Investor Majority to the Member requesting such remedy,
- and, in any such case, an Investor Majority notifying the Company within six months of the occurrence of such event (or, if later, within six months of the date on which the Directors first became aware of the occurrence of such event) that such event is a Transfer Event in relation to that Member for the purposes of this article 12.
- 12 2 Upon an Investor Majority notifying the Company that an event is a Transfer Event in respect of a Member in accordance with article 12 1, the Relevant Member and any other person holding Compulsory Transfer Shares, shall be deemed to have served a Transfer Notice (a "Compulsory Transfer Notice") in respect of all the Compulsory Transfer Shares then held by each of them respectively. A Compulsory Transfer Notice shall supersede any current Transfer Notice in respect of any Compulsory Transfer Shares.
- 12 3 The Compulsory Transfer Shares shall be offered for sale in accordance with the provisions of article 11 as if the Compulsory Transfer Shares were Sale Shares except that where the relevant Transfer Event falls within the provisions of article 12.1.8, the Transfer Price in respect of the Compulsory Transfer Shares shall be
- 12.3 1 where the Relevant Member is a Bad Leaver, whichever is the lower of
- 12 3 1.1 their Fair Value; and
- 12 3 1.2 their Issue Price,
- provided that an Investor Majority may at any time by notice to the Company specify that in respect of any particular Relevant Member the Transfer Price for all Compulsory Transfer Shares shall, on that occasion, be the Issue Price (in which case there shall be no need in respect of that Relevant Member on that occasion to establish the Fair Value) and the Transfer Price shall be determined by the notice served pursuant to this article 12 3 on the date upon which such notice is received at the registered office of the Company; or
- 12.3.2 where the Relevant Member is a Good Leaver, their Fair Value.
- 12 4 Any dispute as to whether the provisions of article 12.3.1 or 12.3 2 apply in relation to any Compulsory Transfer Notice shall not affect the validity of a Compulsory Transfer Notice nor shall it delay the procedure to be followed under article 11 in respect of such notice. If, however, the Issue Price is less than the Fair Value any Buyer acquiring Compulsory Transfer Shares pursuant to a Compulsory Transfer Notice while such dispute is continuing shall pay to the Seller whichever is the lower of their Fair Value and their Issue Price and shall, in addition, pay to the Company an amount equal to the difference between their Fair Value and their Issue Price. The Company shall hold such amount as trustee in a separate interest-bearing account and shall, upon final resolution of the relevant dispute, pay such amount (together with interest on such amount but less any applicable bank charges) to:
- 12.4.1 the Seller, in respect of any Compulsory Transfer Shares which are determined to be sold for their Fair Value, or
- 12.4 2 the Buyer, in respect of any Compulsory Transfer Shares which are determined to be sold for their Issue Price.
- 12 5 For the purposes of article 12 1.8 the date of cessation of a Member's employment, directorship or engagement shall be (or be deemed to be) whichever is the first to occur of
- 12 5.1 the date of a notice given by a Group Company to the Member terminating (or purporting to terminate) that Member's employment, directorship or engagement with the Group (or, if later, the date specified in any such notice as being the termination date), regardless of whether any such notice constitutes unfair or wrongful dismissal,

- 12.5 2 the date of a notice given by a Member to a Group Company terminating (or purporting to terminate) that Member's employment, directorship or engagement with the Group (or, if later, the date specified in any such notice as being the termination date), regardless of whether any such notice may lawfully be given by the Member,
- 12 5 3 the date on which a repudiatory breach of any contract of employment or engagement by either the Member or a Group Company is accepted by the other party to that contract,
- 12.5 4 the date of any event which results in the termination of the contract of employment or engagement under the doctrine of frustration; or
- 12.5 5 in any circumstances other than those specified in articles 12 5.1 to 12 5.4, the date on which the Member actually ceases to be employed or engaged by the Group
- 12 6 Notwithstanding any other provision of these Articles, unless an Investor Majority resolves otherwise, any Compulsory Transfer Shares shall, with effect from the date of the relevant Compulsory Transfer Notice (or, if later, the date on which such Shares are issued), cease to confer upon the holder of those Shares any right to receive notice of, or attend, speak or vote at, any general meeting of the Company (or at any meeting of the holders of any class of Shares) or any right to receive or vote on any written resolution of the Company (or the holders of any class of Shares) until such time as another person is entered in the register of members of the Company as the holder of those Compulsory Transfer Shares (or other Shares).
- 12 7 Articles 27(2)(a) and 28 of the Model Articles shall not apply to the Company
- 13. **Drag along**
 - 13.1 If Members constituting an Investor Majority (together the **"Selling Members"**) wish to transfer all their Shares to a proposed purchaser (the **"Proposed Purchaser"**), they shall have the option (a **"Drag Along Option"**) to require all or any of the other Members (the **"Remaining Members"**) to transfer all their Shares with full title guarantee to the Proposed Purchaser (or as the Proposed Purchaser shall direct) in accordance with this article 13.
 - 13.2 The Selling Members shall exercise the Drag Along Option by giving notice to that effect (a **"Drag Along Notice"**) to each of the Remaining Members at any time before the registration of the transfer of the Selling Members' Shares. A Drag Along Notice shall specify
 - 13.2.1 that the Remaining Members are required to transfer all their Shares (the **"Remaining Shares"**) pursuant to this article 13;
 - 13.2 2 the identity of the Proposed Purchaser,
 - 13.2 3 the consideration for which, or the price at which, the Remaining Shares are to be transferred in accordance with article 13.4 (the **"Drag Along Consideration"**); and
 - 13.2 4 the proposed date of transfer (if known).
 - 13 3 A Drag Along Notice:
 - 13 3.1 may be revoked at any time prior to the completion of the sale and purchase of the Remaining Shares, and
 - 13 3.2 shall lapse if for any reason the sale of the Selling Members' Shares to the Proposed Purchaser is not completed within 40 Business Days of the date of service of the Drag Along Notice (such lapse being without prejudice to the right of the Selling Members to serve any further Drag Along Notice following such lapse)
 - 13.4 The Drag Along Consideration shall.

- 13 4 1 attribute an equal value to each A Ordinary Share and each B Ordinary Share, but adjusted to take full account of the respective rights of the classes of Shares under article 5,
- 13.4 2 attribute a value to the C Ordinary Shares equal to the C Share Value,
- 13 4 3 attribute an aggregate value to the Deferred Shares of £1, and
- 13.4 4 be the amount which the Remaining Members would be entitled to if the total consideration proposed to be given or paid by the Proposed Purchaser were distributed to the Selling Members and the Remaining Members in accordance with the provisions of article 5.
- 13 5 Subject to article 13 4, the Drag Along Consideration shall be in the same form and due at the same time as that offered, given, paid or payable by, or due from, the Proposed Purchaser in respect of the Shares held by the Selling Members, provided that an Investor Majority may resolve that the Remaining Members are paid the cash equivalent of any non-cash consideration (either on completion or at the same time as the non-cash consideration is received by the Selling Members) in lieu of such non-cash consideration. The decision of an Investor Majority as to the amount of such cash consideration in lieu of such non-cash consideration shall be final and binding on the Company and all the Members.
- 13.6 Completion of the sale and purchase of the Remaining Shares shall take place on the same date as completion of the sale and purchase of the Selling Members' Shares (unless an Investor Majority and all of the Remaining Members shall agree otherwise)
- 13 7 Upon the service of a Drag Along Notice each Remaining Member shall be deemed to have irrevocably appointed each of the Selling Members (severally) as the agent of the Remaining Member to execute, in the name of and on behalf of that Remaining Member, any stock transfer form and covenant for full title guarantee in respect of the Remaining Shares registered in the name of that Remaining Member and to do such other things as the agent may consider necessary or desirable to transfer and complete the sale of the Remaining Shares pursuant to this article 13
- 13 8 The provisions of this article 13 shall prevail over any contrary provisions of these Articles and, for the avoidance of doubt, the rights of pre-emption and other restrictions on transfer of Shares contained in these Articles shall not apply to the transfer of any Shares to a Proposed Purchaser named in a Drag Along Notice (or as that Proposed Purchaser may direct) Any Transfer Notice or Compulsory Transfer Notice served in respect of a Share which has not been allocated to a Buyer in accordance with article 11 shall automatically be revoked by the service of a Drag Along Notice
- 13 9 Upon any person (a "New Member") becoming, at any time after the service of a Drag Along Notice, a registered holder of any Share pursuant to the exercise of any option, warrant or other right to subscribe for or acquire Shares, a Drag Along Notice, on the same terms as the then current Drag Along Notice, shall immediately be deemed to have been served upon that New Member Upon the deemed service of a Drag Along Notice pursuant to this article 13.9 the New Member shall become bound to sell and transfer to the Proposed Purchaser (or as the Proposed Purchaser may direct) any Share acquired by him as a result of the exercise of any such option, warrant or other right to subscribe for or acquire Shares. The provisions of this article 13 shall apply mutatis mutandis to the sale of any such Shares by such New Member provided that completion of the sale and purchase of those Shares shall take place on whichever is the later of.
 - 13 9.1 the date on which a Drag Along Notice is deemed to have been served on the New Member pursuant to this article 13 9, and
 - 13.9 2 the date of completion of the sale and purchase of the Remaining Shares pursuant to the original Drag Along Notice.
- 14 Tag along
 - 14.1 Subject to article 13 and save in the case of a transfer of Shares which is permitted in accordance with the provisions of article 10, but otherwise notwithstanding any other

provision of these Articles, no sale or other disposition of any Shares (the "Committed Shares") which would result in a Change of Control shall be made or registered unless before the transfer is lodged for registration.

- 14 1.1 an Investor Majority has consented to such transfer, and
- 14 1.2 the relevant Third Party Purchaser has made a bona fide offer (a "Tag Along Offer") by notice in writing (a "Tag Along Notice") to acquire, in accordance with this article 14, from all the Members other than the Third Party Purchaser (or persons connected with or acting in concert with him) all the Shares which are not Committed Shares (the "Uncommitted Shares") for the consideration, or at the price, (the "Tag Along Consideration") calculated in accordance with articles 14 3 and 14 4.

14 2 A Tag Along Notice shall:

- 14.2.1 state the Tag Along Consideration (subject to article 14.5),
- 14 2.2 state the identity of the Third Party Purchaser,
- 14.2.3 invite the relevant offerees to respond in writing to the Third Party Purchaser stating that they wish to accept the Tag Along Offer; and
- 14 2 4 subject to article 14.5.1, expire, and the offer made in that notice shall be deemed to be withdrawn, on the date (being not less than 5 nor more than 20 Business Days after the date of the Tag Along Notice) specified in that notice.

14 3 The Tag Along Consideration shall

- 14.3.1 attribute an equal value to each A Ordinary Share and each B Ordinary Share, but adjusted to take full account of the respective rights of the classes of Shares under article 5;
- 14.3.2 attribute a value to the C Ordinary Shares equal to the C Share Value;
- 14.3.3 attribute an aggregate value to the Deferred Shares of £1; and
- 14.3.4 be the amount which the holders of the Uncommitted Shares would be entitled to if the total consideration proposed to be given or paid by the Third Party Purchaser were distributed to the holders of the Committed Shares and the Uncommitted Shares in accordance with the provisions of article 5

14.4 Subject to article 14.3, the Tag Along Consideration shall be in the same form and due at the same time(s) as that offered, given, paid or payable by, or due from, the Third Party Purchaser in respect of the Committed Shares and shall include the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Committed Shares which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or consideration given in respect of the Committed Shares

14.5 If the Tag Along Consideration cannot be agreed between the Third Party Purchaser and the holders of not less than 75% of the Uncommitted Shares within 10 Business Days of the date of the Tag Along Notice, such matter shall be referred for determination to the Auditors (in accordance with article 28) and, pending their determination:

- 14 5 1 the period specified in the Tag Along Notice for acceptance of the Tag Along Offer shall not start to run until such time as the Auditors' determination of the Tag Along Consideration is served on the Third Party Purchaser and the Members holding Uncommitted Shares, and
- 14 5 2 the sale or transfer of the Committed Shares shall have no effect and shall not be registered

15. General meetings

- 15.1 Without prejudice to the provisions of section 302 of the Act, the Investor Director acting alone may call a general meeting of the Company. Without prejudice to the provisions of section 288(3) of the Act the Investor Director acting alone may propose a written

resolution of the Company (and the provisions of section 291 of the Act shall apply to any such proposed written resolution)

- 15.2 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon. Two Members, one of whom shall be a holder of an A Ordinary Share and one of whom shall be a holder of a B Ordinary Share, present either in person, by proxy or by a duly appointed corporate representative shall be a quorum.
- 15.3 Article 40(2) of the Model Articles shall be amended by the insertion of the following words at the start of that article: "Subject to the consent of an Investor Majority,".
- 15.4 Article 41 of the Model Articles shall be amended by the addition of the following as a new paragraph 41(7) in that article: "If within half an hour of the time appointed for the holding of an adjourned meeting a quorum is not present, the meeting shall be dissolved".
- 15.5 Any Member, having the right to attend and vote at the meeting in question and who is present at that meeting in person, by proxy or by a duly appointed corporate representative, may demand a poll. Article 44(2) of the Model Articles shall not apply to the Company.
- 15.6 Article 44(3) of the Model Articles shall be amended by the insertion of the following as a new paragraph at the end of that article: "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made."
- 15.7 Article 45(1) of the Model Articles shall be amended by the insertion of the following as a new paragraph at the end of Article 45(1): "and a proxy notice which is not delivered in such manner shall be invalid unless the Directors, in their discretion but subject to the consent of an Investor Majority, accept the proxy notice at any time before the meeting.".
- 15.8 The Company shall not be required to give notice of a general meeting to a Member for whom the Company no longer has a valid United Kingdom address.
- 16. **Appointment and removal of Directors**
 - 16.1 Unless and until determined otherwise by ordinary resolution of the Company, the number of Directors (other than alternate directors) shall not be less than two and is not subject to any maximum.
 - 16.2 The office of a Director (other than an Investor Director) shall automatically be vacated, and the Director in question shall be deemed to have resigned, upon
 - 16.2.1 in the case of an executive Director only, that Director ceasing for any reason whatsoever to be employed by the Company or any other Group Company in circumstances where he does not remain, or immediately become, an employee of another Group Company; or
 - 16.2.2 that Director failing to take part in any directors' decisions for a period of more than 6 consecutive months and the Directors, with the consent of the Investor Director, resolving that his appointment as a Director should terminate (and the director in question shall not be an "Eligible Director" for the purposes of such resolution of the Directors).
- Article 18 of the Model Articles shall be extended accordingly.
- 17. **Investor Director, Chairman and observer**
 - 17.1 An Investor Majority may from time to time and on more than one occasion:
 - 17.1.1 appoint one person to be a non-executive director of the Company (an "Investor Director") and, from time to time and on more than one occasion, remove any such person appointed by them;
 - 17.1.2 appoint one person to be a non-executive director of the Company and the chairman of the Directors (the "Chairman") and, from time to time and on more than one occasion, remove any such person appointed by them, and

- 17.1.3 appoint any person to attend, observe or speak at meetings of the Directors and, from time to time and on more than one occasion, remove any such person appointed by them
- 17.2 Any appointment or removal pursuant to article 17.1 shall be made by notice in writing to the Company. Such notice (which may consist of several documents in similar form each signed by or on behalf of one or more Members) must be left at or sent by post to the registered office of the Company and the appointment or removal (as the case may be) shall take effect when the notice is received by the Company or, if later, on such date (if any) as may be specified in the notice.
- 17.3 Subject to section 168 of the Act, on any resolution to remove an Investor Director the Shares held by an Investor Majority shall together carry one vote in excess of 50% of all the other votes exercisable in relation to such resolution and if any such Investor Director is removed pursuant to section 168 of the Act or otherwise an Investor Majority may reappoint him or any other person as an Investor Director.
- 17.4 Upon written request from an Investor Majority, the Company shall procure that any Investor Director or the Chairman is forthwith appointed as a director of any other Group Company indicated in such request.
- 17.5 If at any time there is no Investor Director serving, or the serving Investor Director declines to give a decision on any matter, then any matter in these Articles requiring the consent or approval of the Investor Director may be consented to or approved by an Investor Majority and any notice, information, document or other matter or thing required to be given or delivered to the Investor Director shall be given or delivered to the Investors.
- 17.6 The Investor Director (and any alternate Director appointed by him from time to time) shall be entitled to make such disclosure to the holders of the B Ordinary Shares in relation to the business and affairs of the Group as he may, in his absolute discretion, see fit.
- 17.7 Article 12(1) to 12 (3) of the Model Articles shall not apply to the Company.
- 18 Alternate Directors**
- 18.1 Subject to article 18.2, any Director (in this article 18, an "appointor") may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to:
- 18.1.1 exercise that director's powers, and
- 18.1.2 carry out that director's responsibilities,
- in relation to the taking of decisions by the Directors, in the absence of the alternate's appointor.
- 18.2 The appointment by the Investor Director of an alternate director shall not be subject to approval by resolution of the Directors.
- 18.3 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 with the consent of the Investor Director.
- 18.4 The notice must:
- 18.4.1 identify the proposed alternate, and
- 18.4.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice.
- 18.5 An alternate Director may act as alternate director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's appointor.
- 18.6 Save as provided otherwise in these Articles, alternate Directors:
- 18.6.1 are deemed for all purposes to be Directors,

- 18 6 2 are liable for their own acts and omissions,
 - 18 6 3 are subject to the same restrictions as their appointors, and
 - 18 6 4 are not deemed to be agents of or for their appointors,
- and, in particular, each alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member

18.7 A person who is an alternate Director but not a Director.

- 18 7 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
- 18 7.2 may participate in a unanimous decision of the Directors (but only if his appointor is an Eligible Director in relation to that decision and does not himself participate), and
- 18 7 3 shall not be counted as more than one Director for the purposes of articles 18 7 1 and 18.7.2.

18 8 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.

18 9 An alternate Director is not entitled to receive any remuneration from the Company for serving as an alternate Director except such part of the remuneration of the alternate's appointor as the appointor may direct by notice in writing to the Company. An alternate Director shall be entitled to be reimbursed by the Company such expenses as might properly be reimbursed to him if he were a Director

18.10 The appointment of an alternate Director terminates:

- 18.10 1 when the alternate's appointor revokes the appointment by notice in writing to the Company specifying when it is to terminate;
- 18 10 2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director,
- 18 10 3 on the death of the alternate's appointor,
- 18.10 4 when the appointment of the alternate's appointor as a Director terminates, or
- 18.10.5 when written notice from the alternate, resigning his office, is received by the Company

19 Remuneration and audit committees

Without prejudice to the provisions of article 5(1) of the Model Articles there will be a remuneration committee and an audit committee which will operate in accordance with the provisions of the Investment Agreement

20 Proceedings of Directors

20.1 Decisions of the directors may be taken either

- 20.1.1 by a majority at a board meeting, or
- 20.1.2 by a Directors' written resolution made in accordance with articles 20 2 and 20.3

Articles 7(1) and 8 of the Model Articles shall not apply to the Company

20 2 Any Director may propose a Directors' written resolution and the Company secretary must propose a Directors' written resolution if a Director so requests. A Directors' written resolution is proposed by notice in writing of the proposed Directors' written resolution being given to each Director indicating the proposed resolution and the time by which it

- is proposed that the Directors should adopt it. Any decision which a person giving notice of a Directors' proposed written resolution takes regarding the process of adopting that resolution must be taken reasonably in good faith
- 20 3 A proposed Directors' written resolution is adopted when all the Eligible Directors in relation to the resolution(s) contained in the proposed Directors' written resolution have signed one or more copies of it, provided that those Eligible Directors would have formed a quorum at a meeting of the Directors to consider such resolution(s). The validity of any Directors' written resolution shall not be affected by any Director signing the resolution after the time by which the notice proposed that it should be adopted.
- 20 4 Two Eligible Directors, of whom one shall be the Investor Director (unless the Investor Director is not an Eligible Director in relation to the relevant meeting), present either in person or by a duly appointed alternate, shall be a quorum. For the purpose of any meeting held to authorise a director's conflict of interest under article 22 if there is only one Eligible Director in office other than the conflicted Director(s), the quorum for such meeting shall be one Eligible Director. For the purpose of any meeting held to consider a decision referred to in article 20.8, the quorum for such a meeting shall be the Investor Director. Article 11(2) of the Model Articles shall not apply to the Company.
- 20.5 If within half an hour of the time appointed for the holding of a Directors' meeting a quorum is not present, the meeting shall be adjourned to the same day in the next week at the same time and place. At any such adjourned meeting, provided the Investor Director is present, the directors present shall be a quorum for all purposes.
- 20 6 If, and for so long as, the holders of the B Ordinary Shares are entitled to enhanced voting rights in respect of those Shares in accordance with article 6.2.
- 20.6 1 the Investor Director shall be entitled to exercise such number of votes at any meeting of the Directors, or any committee of the Directors of which he is a member, which is equal to one vote more than half the total number of votes exercisable at any such meeting; and
- 20 6.2 an Investor Majority may, by notice to the Company, appoint any person as a Director and/or remove any person as a Director notwithstanding how or when he was appointed or any other provision of these Articles. Any Director removed pursuant to this article 20 6 2 may not be reappointed to any office or appointment with a Group Company without the prior approval of an Investor Majority. Any appointment or removal pursuant to this article 20.6 2 shall be made by notice in writing to the Company. Such notice (which may consist of several documents in similar form each signed by or on behalf of one or more Members) must be left at or sent by post to the registered office of the Company and the appointment or removal (as the case may be) shall take effect when the notice is received by the Company or, if later, on such date (if any) as may be specified in the notice.
- 20.7 Not less than 5 Business Days' notice of a Directors' meeting must be given to each Director in writing provided that the requirements of this article may be waived or varied, subject to the written consent of the Investor Director, with the prior approval of all Eligible Directors. Article 9(3) of the Model Articles shall not apply to the Company.
- 20 8 Where any decision is to be made by the Company or any Group Company in relation to:
- 20 8 1 the exercise, enforcement or waiver of any of its rights under, or the giving of any consent under:
- 20.8.1.1 the Investment Agreement;
- 20 8.1 2 the Loan Note Instrument,
- 20.8.2 the exercise, enforcement or waiver of any rights against a Member holding A Ordinary Shares or a Director (or any person connected with any such Member or Director),
- then, notwithstanding any other provision of these Articles, if an Investor Director is appointed for the time being then no meeting of the Directors at which any such decision

will be considered shall be quorate unless an Investor Director is present in person and at such meeting only the Investor Director shall be entitled to vote. The Investor Director shall have exclusive conduct of any proceedings of any nature arising in connection with any such rights and no other Director shall have power to take any decision or settle or compromise any claim in relation to such matters.

- 20.9 Article 5 of the Model Articles shall be modified so that the Directors may only delegate any of their powers to a person or committee with the prior consent of an Investor Majority. Article 6(2) of the Model Articles shall be amended by the insertion of the following words before the word "may": "with the consent of an Investor Majority"
- 20.10 Article 16 of the Model Articles shall be amended by the insertion of the following words after the word "may": "with the consent of an Investor Majority"
- 20.11 Article 51 of the Model Articles shall be amended by the insertion of the following words at the start of that article: "Subject to the consent of an Investor Majority"
- 20.12 Article 4(1) of the Model Articles shall be amended by the insertion of the following words at the start of that article: "Subject to the consent of an Investor Majority"
- 21. **Transactions or other arrangements with the Company**
 - 21.1 Subject to sections 177 and 182 of the Act and, save in the case of an Investor Director, subject to the consent of an Investor Majority, and provided 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:
 - 21.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,
 - 21.1.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or a committee of Directors) in respect of such contract or proposed contract in which he is interested;
 - 21.1.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision of the Directors, in respect of such contract or proposed contract in which he is interested,
 - 21.1.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director,
 - 21.1.5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and
 - 21.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.
 - 21.2 Articles 14(1) to 14(4) of the Model Articles shall not apply to the Company.
- 22. **Directors' conflicts of interest**
 - 22.1 Subject to the consent of an Investor Majority, the Directors may, in accordance with the requirements set out in this article 22, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid conflicts of interest (a "Conflict").

- 22.2 Any authorisation under this article will be effective only if:
- 22.2.1 the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors, with the consent of the Investor Director may determine,
 - 22.2.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question; and
 - 22.2.3 the matter was agreed to without the Director in question voting or would have been agreed to if his vote had not been counted
- 22.3 Any authorisation of a Conflict under this article 22 may (whether at the time of giving the authorisation or subsequently):
- 22.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
 - 22.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine; and
 - 22.3.3 be terminated or varied by the Directors at any time.
- This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation
- 22.4 In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to:
- 22.4.1 disclose such information to the Directors or to any Director or other officer or employee of the Company; or
 - 22.4.2 use or apply any such information in performing his duties as a Director,
- where to do so would amount to a breach of that confidence.
- 22.5 Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, and they will so provide if directed to do so by an Investor Director, that the Director:
- 22.5.1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict,
 - 22.5.2 is not given any documents or other information relating to the Conflict, and
 - 22.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.
- 22.6 Where the Directors authorise a Conflict
- 22.6.1 the relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict, and
 - 22.6.2 the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation
- 22.7 An Investor Director or the Chairman may, notwithstanding his office, be a director or other officer of, or employed by or otherwise interested in
- 22.7.1 any Group Company,
 - 22.7.2 a holder of B Ordinary Shares or C Ordinary Shares;

22.7.3 any company which is for the time being a subsidiary or holding company of a holder of B Ordinary Shares or C Ordinary Shares or another subsidiary of such holding company; or

22.7.4 any Investment Fund (or any nominee of any Investment Fund) for whom B Ordinary Shares or C Ordinary Shares are held or any Investment Manager (or any nominee of any Investment Manager) in relation to such an Investment Fund (or nominee of any Investment Fund),

and no authorisation under article 22.1 shall be necessary in respect of such interest.

22.8 A Director other than an Investor Director or the Chairman may, notwithstanding his office, be a director or other officer of, or employed by or otherwise interested in any Group Company and no authorisation under article 22.1 shall be necessary in respect of such interest.

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

23. Directors' benefits

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

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

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

24 Secretary

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

25 Service of documents

25.1 Any notice, document or other information given in accordance with these Articles shall, in the absence of evidence of earlier receipt, be deemed served on or delivered to the intended recipient

25.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;

25.1.2 if properly addressed and sent by reputable international overnight courier to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, 5 Business Days after posting provided that delivery in at least 5 Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider;

25.1.3 if properly addressed and delivered by hand, when it was given or left at the appropriate address,

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

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

For the purposes of this article 25 1, no account shall be taken of any part of a day that is not a working day

- 25 2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act

26. Indemnity

- 26 1 Subject to article 26.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

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

26.1 1 1 in the actual or purported execution and/or discharge of his duties, or in relation to them, and

26 1 1 2 in relation to the activities of the Company (or any Group Company) as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

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

- 26 1 2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 26 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 26 2 This article 26 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law

- 26.3 In this article 26 and in article 27 a "relevant officer" means any director or other officer or former director or other officer of the Company or any Group Company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act) or any Employee Trust, but excluding in each case any person engaged by the Company (or any Group Company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor)

- 26 4 Article 52 of the Model Articles shall not apply to the Company.

27 Insurance

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

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

28. Disputes

- 28.1 Where these Articles provide for any dispute in relation to a particular matter to be determined pursuant to this article 28, such dispute shall be referred, at the request of any Member, to the Auditors. The decision of the Auditors (who shall be deemed to act as an expert and not as an arbitrator) shall, save in the event of fraud or manifest error, be final and binding on the Company and the Members

- 28.2 The cost of any reference to the Auditors pursuant to this article 28 shall be borne as directed in the relevant article or, where no such direction is given, by the party or parties named by the Auditors (taking into account the conduct of the parties and the merits of their respective arguments in relation to any matters in dispute) or, where no such party is named by the Auditors, equally by the parties concerned
29. **Change of name**
Subject to the consent of an Investor Majority, the name of the Company may be changed by a decision of the Directors.
30. **50% caps on corporate shareholders and their connected persons**
- 30.1 The limitations in this article shall apply to
- 30.1.1 any Member that is a “company” for the purpose of the independence requirement in section 296(2) of the Income Tax Act 2007 (a “**Corporate Member**”), and
- 30.1.2 any Member connected with that Corporate Member (a “**Relevant Connected Person**”).
- 30.2 At any time, on a liquidation or other return of capital event (including the redemption or repurchase of Shares) the aggregate amount payable to any Corporate Member and all of its Relevant Connected Persons shall not exceed 50% of the assets of the Company available for distribution amongst the participators (as defined in section 454 of the Corporation Tax Act 2010) of the Company at that time
- 30.3 At any time, on a distribution of any profits of the Company by way of dividend or otherwise (including on the redemption or repurchase of Shares) no distribution shall be made to any Corporate Member and all of its Relevant Connected Persons if, and to the extent that, the aggregate amount that would (but for this article 30.3) be payable to that Corporate Member and its Relevant Connected Persons would exceed 50% of the total amount of the profits of the Company available for distribution at that time
- 30.4 At any time the aggregate number of votes attaching to all the Shares held by any Corporate Member and all of its Relevant Connected Persons shall be restricted to the lower of:
- 30.4.1 50% of the votes attaching to all Shares; and
- 30.4.2 the total number of votes that would have been conferred on such Members if this article 30.4 did not apply,
- save that the limitations on voting rights in this article 30.4 shall not apply if and for so long as the voting rights attaching to the B Ordinary Shares are enhanced pursuant to the service of an Activation Notice under article 6.2 or on any resolution described in article 17.3.