
Dated: 2023

Flooid Topco Limited

Company number: 11015652

Articles of Association

Adopted on 31 December 2023

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PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

FLOODID TOPCO LIMITED

COMPANY NUMBER: 11015652

1. DEFINITIONS AND INTERPRETATION

1.1 In these Articles the following words and expressions have the following meanings:

"A1 Loan Note Instrument"	the instrument constituting the A1 Loan Notes
"A1 Loan Notes"	the £60,023,886 10% investor A1 secured loan notes 2024 of Midco
"A1 Ordinary Shares"	an A1 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 together being referred to as the A1 Ordinary Shares
"A2 Bridging Loan Note Instrument"	the instrument in the Agreed Form constituting the A2 Bridging Loan Notes
"A2 Bridging Loan Notes"	the £7,500,000 10% secured bridging loan notes 2024 of Bidco
"A2 Loan Note Instrument"	the instrument constituting the A2 Loan Notes
"A2 Loan Notes"	<p>the £15,000,000 10% investor A2 secured loan notes 2024 of Midco comprised of:</p> <p>(a) the Series 1 A2 Loan Notes; and</p> <p>(b) the Series 2 A2 Loan Notes</p>
"A Ordinary Share"	an A 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 together being referred to as the A Ordinary Shares
"Accounting Period"	an accounting period in respect of which the Company prepares its accounts in accordance with the relevant provisions of the Act
"Acting in Concert"	has the meaning set out in the City Code on Takeovers and Mergers in force for the time being
"Acquisition Documents"	the agreement dated on 10 November 2017 relating to the acquisition by Bidco of the entire share capital of PCMS International Holdings Limited and any other document entered into or to be entered into pursuant to the terms of that agreement
"Act"	the Companies Act 2006
"Adoption Date"	the date of the adoption of these Articles by the Company

"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
"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 the Articles together being referred to as the B Ordinary Shares
"Bad Leaver"	<p>in the case of Anthony Houldsworth and/or Garry McLauchlan only (in respect of the Shares (save for the E Ordinary Shares) held by each of them respectively) that individual who ceases to be an employee or director of, or a consultant to, a Group Company in the circumstances set out in article 11.1.7 as a result of:</p> <ul style="list-style-type: none"> (a) the voluntary resignation of that Member; (b) summary dismissal in the circumstances set out in the service agreement of such Member or otherwise as a result of a criminal conviction (imposing a custodial sentence), fraud or dishonesty; or (c) which the Company with the consent of an Investor Majority or which a competent jurisdiction determines is in breach of any restrictive covenants contained within the Investment Agreement <p>and in the case of any other Member holding Management Sweet Shares (including Anthony Houldsworth and/or Garry McLauchlan in respect of any E Ordinary Shares held by them only), that individual who ceases to be an employee or director of, or a consultant to, a Group Company in the circumstances in which he is not a Good Leaver</p>
"Bidco"	Floodid Bidco Limited (company number 11022804)
"B Bridging Loan Instrument"	Note the instrument constituting the B Bridging Loan Notes
"B Bridging Loan Notes"	the £22,500,000 B secured loan notes 2019 of Bidco

"Business Day"	any day (other than a Saturday, Sunday or public holiday) during which banks in London are open for normal business
"Change of Control"	the acquisition (by any means) by a Third Party Purchaser of any interest in any Shares if, upon completion of that acquisition, the Third Party Purchaser together with any person connected with or acting in concert with that Third Party Purchaser (other than any such person who is a party to the Investment Agreement) would be entitled to exercise more than 50% of the total voting rights normally exercisable at any general meeting of the Company
"C Loan Note Instrument"	the instrument constituting the C Loan Notes
"C Loan Notes"	the £685,114 10% series C management secured loan notes 2024 of Midco
"Compulsory Transfer Notice"	has the meaning given in article 11.2
"Compulsory Transfer Shares"	<p>in relation to a Relevant Member, any Management Sweet Shares:</p> <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) or (c) above at any time after the relevant Transfer Event which are derived from any such Management Sweet Shares, whether by conversion, consolidation or sub-division, or by way of capitalisation, rights or bonus issue or otherwise except that where an Adviser (as defined in the Investment Agreement) holds Management Sweet Shares those shares shall not be Compulsory Transfer Shares</p>
"C Ordinary Share"	a C1 Ordinary Share, C2 Ordinary Share, C3 Ordinary Share, C4 Ordinary Share, C5 Ordinary Share or C6 Ordinary Share together being referred to as the C Ordinary Shares
"C1 Ordinary Share"	a C1 ordinary share of £0.005 in the capital of the Company having the rights and subject to the restrictions set out in these Articles together being referred to as the C1 Ordinary Shares

"C2 Ordinary Share"	a C2 ordinary share of £0.01 in the capital of the Company having the rights and subject to the restrictions set out in these Articles together being referred to as the C2 Ordinary Shares
"C3 Ordinary Share"	a C3 ordinary share of £0.01 in the capital of the Company having the rights and subject to the restrictions set out in these Articles together being referred to as the C3 Ordinary Shares
"C4 Ordinary Share"	a C4 ordinary share of £0.005 in the capital of the Company having the rights and subject to the restrictions set out in these Articles together being referred to as the C4 Ordinary Shares
"C5 Ordinary Share"	a C5 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 together being referred to as the C5 Ordinary Shares
"C6 Ordinary Share"	a C6 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 together being referred to as the C6 Ordinary Shares
"D Ordinary Share"	a D ordinary share of £0.00001 in the capital of the Company having the rights and being subject to the restrictions set out in these Articles together being referred to as the D Ordinary Shares
"Director"	a duly appointed director of the Company for the time being
"E Ordinary Share"	a E ordinary share of £0.0001 in the capital of the Company having the rights and being subject to the restrictions set out in these Articles together being referred to as the E Ordinary Shares
"E Return"	the amount due to the holders of the E Ordinary shares pursuant to article 3.2
"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
"Encumbrance"	any mortgage, charge (fixed or floating), pledge, lien, option, hypothecation, restriction, right to acquire, right of pre-emption or interest (legal or equitable) including any assignment by way of security, reservation of title, guarantee, trust, right of set off or other third party right or any other encumbrance or security interest having a similar effect howsoever arising

“Equity Shares”

the A Ordinary Shares, A1 Ordinary Shares, B Ordinary Shares, C Ordinary Shares and F 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:

- (a) any act, omission or event occurring which constitutes or will, with the passing of time or the giving of notice, constitute an event of default under any Group Company’s banking facilities for the time being;
- (b) any breach occurring by the Company, a Director (other than an Investor Director) or any holder of Management Shares of any of the provisions of these Articles or the Investment Agreement which breach, if capable of remedy, 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 Company requesting such remedy;
- (c) the applicable Group Company failing to redeem any of the A1 Loan Notes, A2 Loan Notes, A2 Bridging Loan Notes due to be redeemed under the A1 Loan Note Instrument or A2 Bridging Loan Note Instrument or A2 Loan Note Instrument within 10 Business Days of the relevant date for redemption;
- (d) any breach by a Group Company of the covenants set out in the Investor Covenant;
- (e) the contents of any financial or other information delivered or made available to the Investors pursuant to the Investment Agreement demonstrating that during the following 12 months it is reasonably likely (in the reasonable opinion of an Investor Majority) that:
 - (i) an order will be made or a resolution passed or a petition presented for the winding up of a material Group Company;
 - (ii) an administrator will be appointed over or in respect of a material Group Company;
 - (iii) a material Group Company will cease to carry on its business or be unable to pay its debts as they fall due; or

a Group Company will breach any of its covenants or obligations under the A1 Loan Note Instrument, the A2 Bridging Loan Note Instrument, the A2 Loan Note

Instrument, the Facility Documents or any other financing documents entered into with a third party funder from time to time;

"Expert"

the expert identified and engaged in accordance with **article 27**

"F Ordinary Share"

a F Ordinary share of £0.0000001 in the capital of the Company having the rights and being subject to the restrictions set out in these Articles together being referred to as the F Ordinary Shares

"Facility Documents"

the facility or financing arrangements to be made on or after the date of Completion between certain of the Group Companies and the Group's bankers, together with all other documents associated with it of them (including any intercreditor agreement and security documentation)

"Fair Value"

the price to be agreed between the Remuneration Committee and the Relevant Member relating to the fair value of the Shares concerned or in the event of disagreement the price which the Expert states in writing to be their opinion of the fair value of the Shares concerned. The fair value shall be calculated on the basis that:

- (a) the fair value is the sum which a willing buyer would agree with a willing seller on an arm's length sale 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;
- (d) if the Company is then carrying on business as a going concern, it will continue to do so; and
- (e) any difficulty in applying any of the bases set out above shall be resolved by the Expert as they, in their absolute discretion, think fit

"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"

a trust under which the only persons being (or capable of being) beneficiaries are:

- (a) the settlor (being a Member);
- (b) the Family Members of that settlor; and

- (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)

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:

- (a) 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
- (b) Family Member shall include the widow or widower of the settlor or the surviving civil partner of such settlor at the date of his death;

"Finco"

Floodid Finco Limited (company number 11021539)

"Good 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 11.1.7** as a result of:

- (a) the death of that Member;
- (b) permanent disability or incapacity through ill health (other than where such ill health arises from the abuse of alcohol or drugs) where a qualified medical practitioner considers such ill health is preventing, or is likely to prevent, the Member from performing his normal duties;
- (c) the sale or disposal of the Group Company (or the business of the Group Company) by which he is engaged or employed; or

any other reason which the Remuneration Committee considers 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 for the time being and references to a Group Company shall be construed accordingly

"Intermediate Leaver"

in the case of Anthony Houldsworth and/or Garry McLauchlan only, that individual who ceases to be an employee, or director of, or a consultant to, a Group

Company in the circumstances set out in **article 11.1.7** in circumstances in which he is not a Good Leaver or Bad Leaver

"Investment"

the total amounts invested from time to time by the Investors in the Company or any Group Company including any subscription for Equity Shares, A1 Loan Notes, A2 Loan Notes or any other loan made and including for the avoidance of doubt funds invested pursuant to the Investment Agreement and subsequently invested, but excluding the A2 Bridging Loan Notes

"Investment Agreement"

the agreement dated on the 10 November 2017 as varied on 17 October 2018 and made between (1) the Company, (2) Midco, (3) Finco, (4) Bidco, (5) the Advisers (as defined therein), (6) the Managers (as defined therein) (7) the Funds (as defined therein), (8) the Supplemental Funds (as defined therein) and (9) Inflexion Private Equity Partners LLP on that date as amended from time to

"Investors"

each of Inflexion Buyout Fund IV (No.1) Limited Partnership, Inflexion Buyout Fund IV (No.2) Limited Partnership, Inflexion Supplemental Fund IV (No1) Limited Partnership and Inflexion Supplemental Fund IV (No2) Limited Partnership (including any additional or replacement Investor who is joined as an Investor in a deed of adherence to, and in the form required by, the Investment Agreement)

"Investor Cash Flow"

the following receipts in respect of the Investment (but without counting any amount received more than once):

- (a) dividends and other distributions or interest paid by the Company in respect of any part of the Investment but excluding for these purposes any amount paid in respect of late payment;
- (b) cash paid by any Group Company in respect of any repayment or redemption of any part of the Investment (excluding the repayment of the A2 Bridging Loan Notes within 12 months of the adoption of these Articles but including any amount in respect of any premium element of the Investment and excluding for these purposes any amount paid in respect of late payment); and
- (c) the Investor Proportion

and so that references to amounts paid and the date of payment shall be to the actual payment or date of actual payment (or the closest estimate of such matters)

"Investor Covenant"

any investor covenant made between the Company, the other members of the Group and the Investor from time to time

"Investor Director"	a Director appointed pursuant to article 16.1.1
"Investor Majority"	the holder(s) for the time being of more than 50% of the Investor Shares
"Investor Shares"	the A Ordinary Shares held by the Investors
"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
"Investor Proportion"	the amount of the Realisation Value attributed to the Investor Shares after payment of all costs incurred by the holders of those shares in connection with the relevant Realisation
"Listing"	<p>either:</p> <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 <p>and, in any such case, such admission becoming unconditionally effective</p>
"Listing Shares"	the equity share capital (as defined in section 548 of the Act) of the Company (excluding any such equity share capital to be subscribed and issued on the relevant Listing other than new shares to be paid up by way of capitalisation of reserves or arising from any division, consolidation or conversion of shares)
"Loan Note Intercreditor Deed"	the intercreditor deed dated 10 November 2017 between (1) Midco, (2) the Company, (3) Bidco, (4) each Noteholder, (5) certain other Group Companies, (6) certain other noteholders and (7) GLAS Trust Corporation Limited as amended and restated on 29 January 2020 and as further amended, restated, varied or supplemented from time to time
"Loan Notes"	<ul style="list-style-type: none"> (a) the A1 Loan Notes, A2 Bridging Loan Notes, A2 Loan Notes, B Bridging Loan Notes and C Loan Notes; (b) all such certificates then in issue to the holders of the A1 Loan Notes, A2 Bridging Loan Notes, A2 Loan Notes, B Bridging Loan Notes and C Loan Notes; and (c) the Loan Note Intercreditor Deed; and

	(d) the Security Documents (as defined in the Loan Note Intercreditor Deed)
"London Stock Exchange"	London Stock Exchange PLC
"Management Shares"	The B Ordinary Shares, C Ordinary Shares (excluding the C6 Ordinary Shares), the D Ordinary Shares and E Ordinary Shares
"Management Sweet Shares"	the C Ordinary Shares (except for the C6 Ordinary Shares), D Ordinary Shares and E Ordinary Shares
"Member"	a registered holder of a Share from time to time, as recorded in the register of members of the Company
"Midco"	Floodid Midco Limited (company number 11020228)
"Model Articles"	the model articles for private companies limited by shares contained in schedule 1 Companies (Model Articles) Regulations 2008 as amended prior to, and in force as at, the Adoption Date
"Realisation"	a Share Sale, an Asset Sale or a Listing
"Realisation Date"	<p>(a) in respect of a Listing, the date on which dealings in the Company's shares are permitted to commence; and</p> <p>(b) in respect of a Share Sale or an Asset Sale, the date of receipt from the buyer(s) of the consideration first payable on completion of that Share Sale or the date the proceeds are distributed to Members following an Asset Sale</p>
"Realisation Value"	<p>(a) in respect of a Listing, 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, all as determined by the merchant bank (or, if none, the broker) appointed by the Directors to advise in connection with the Listing;</p> <p>(b) in respect of a Share Sale, the aggregate price paid or payable for the Shares together with the cash value of any other consideration (in cash or otherwise) received or receivable by the holders of the Shares which, having regard to the substance of the Share Sale as a whole, can reasonably be regarded as an addition to the price paid or consideration given in respect of the Shares but excluding, for the avoidance of doubt, any amount to be provided by a purchaser to procure the repayment by any Group Company of any bank debt or other borrowings (including the Loan Notes); and</p>

- (c) in respect of an Asset Sale, the aggregate price paid or payable for the assets being sold together with the cash value of any other consideration (in cash or otherwise) received or receivable by the Company or any Group Company which, having regard to the substance of the Asset Sale as a whole, can reasonably be regarded as an addition to the price paid or consideration given in respect of those assets but excluding, for the avoidance of doubt, any amount to be provided by a purchaser to procure the repayment by any Group Company of any bank debt or other borrowings (including the Loan Notes)

and in each case after deducting any applicable costs and fees incurred including, without limitation, any Investor exit fees, listing fees and advisory fees and provided that:

- (a) to the extent that the relevant Realisation includes an element of deferred consideration (whether contingent or non-contingent) its value shall be included to the fullest extent possible in the calculation of the Realisation Value as if it had been paid in full on the Realisation Date and any deferred consideration shall be paid in the same form and due at the same time(s) as that offered, given, paid or payable on a Realisation; and
- (b) the Realisation Value shall be agreed by an Investor Majority and their agreement shall be final and binding on the Company and all the Members. Any dispute in respect of the Realisation Value which has not been resolved by the date which is five Business Days prior to the proposed date for completion of the relevant Realisation shall be referred to the Expert for determination in accordance with **article 27**;

"Recognised Exchange"	Investment has the meaning given in section 285(1) Financial Services and Markets Act 2000
"Relevant Member"	a Member in respect of whom an Investor Majority has notified the Company that an event shall be treated as a Transfer Event in accordance with article 11.1
"Relevant Securities"	any Shares, or any right to subscribe for or convert any securities into any Shares
"Remuneration Committee"	the remuneration committee of the Company constituted in accordance with the terms of the Investment Agreement
"Reserved Employee Equity"	such C4 Ordinary Shares and C5 Ordinary Shares that from time to time remain authorised but unissued or which are held subject to the Employee Trust

"Series 1 A2 Loan Notes"	the £6,000,000 10% investor A2 secured loan notes 2024 of Midco issued on or before 18 June 2020
"Series 2 A2 Loan Notes"	the £9,000,000 10% investor A2 secured loan notes 2024 of Midco issued on or after 19 June 2020
"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) to any Third Party 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 11.1
"Transfer Notice"	a notice in accordance with article 10 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	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.
1.4	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).
1.5	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).
1.6	Writing includes any mode of reproducing words in a legible and non-transitory form;
1.7	"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
1.8	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.
1.9	All consents or approvals to be given by an Investor Majority or an Investor Director in respect of any provision of these Articles must be given in writing.
1.10	The contents table and headings in these Articles are for convenience only and do not affect the interpretation or construction of these Articles.
1.11	Words importing the singular include the plural and vice versa and words importing a gender include every gender.
1.12	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.

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

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

2. **DIVIDENDS**

- 2.1 The holders of the Equity Shares shall not be entitled to receive any dividends in respect of those shares until such time as the Loan Notes have been redeemed in full.

- 2.2 Subject to **article 2.1**, any profits which the Company, on the recommendation of the Directors and subject to the consent of an Investor Majority, determines to distribute in respect of any Accounting Period shall be applied on a non-cumulative basis between the holders for the time being of the Equity Shares. Any such dividend shall be paid in cash and shall be distributed amongst the holders of the Equity Shares pro rata according to the number of such Equity Shares held by each of them respectively, as if they constituted one class of share.

- 2.3 The Company shall procure that each of its subsidiaries for the time being which has profits available for distribution, shall from time to time and to the extent that it may be beneficial to do so, declare and pay to the Company the dividends necessary to enable the prompt and lawful payment of dividends referred to in this **article 2**.

- 2.4 The D Ordinary Shares and E Ordinary Shares carry no right to receive a dividend.

3. **RETURN OF CAPITAL**

- 3.1 On a return of capital, capital reduction or otherwise (but excluding a purchase of own shares or a return of capital following a liquidation, administration, receivership, insolvency, or following the enforcement of any security granted by the Company or any member of the Group over any of their respective assets), the surplus assets of the Company shall be distributed in accordance with this **article 3**. For this purpose the surplus assets of the Company shall be the amount remaining after the payment of:

3.1.1 firstly, all of its liabilities and the liabilities of the other members of the Group then due (including, but not limited to any loans and other credit facilities made available by any lender(s), amounts owing to trade creditors, unpaid taxes and Investors' exit fees and any guarantees and liabilities in respect of any such liabilities but excluding any amounts in respect of principal, interest, redemption premium and fees in respect of the Loan Notes): and

3.1.2 secondly, the redemption in full of the nominal amount of the Series 2 A2 Loan Notes together with any amounts in respect of interest, redemption premium and fees in respect of such loan notes.

- 3.2 Until the surplus assets of the Company are an amount which is sufficient to (i) redeem the balance of the Loan Notes remaining after the redemption in full of the Series 2 A2 Loan Notes in accordance with **article 3.1.2** above (the Balance of the Loan Notes) (together with any amounts in respect of interest and redemption premium and fees in respect of the Balance of the Loan Notes) (the Balancing Redemption Payment) and (ii) make a payment to the holders of the E Ordinary Shares equal to 25% (being 20 divided by 80) of the Balancing Redemption Payment (the E Return), in each case in accordance with this **article 3.2**, the surplus assets of the Company shall be applied in the following proportions:

- 3.2.1 80% of the surplus assets of the Company in an amount up to but not exceeding the Balancing Redemption Payment shall be applied towards:
 - 3.2.1.1 in the case of surplus assets which are received other than in the circumstances set out in **article 3.2.1.2**, the redemption of the Balance of the Loan Notes and shall be paid to the holders of those Loan Notes in accordance with the terms of the relevant Loan Note Documents; or
 - 3.2.1.2 in the case of surplus assets which are received after the date of completion of a Share Sale in respect of such Share Sale (including any deferred consideration, earn out consideration or any proceeds held in escrow for any period of time greater than a week), the payment to the holders of F Ordinary Shares (pro rata between the holders of the F Ordinary Shares according to the number of F Ordinary Shares held between them; and
- 3.2.2 20% of the surplus assets of the Company in an amount up to but not exceeding the E Return shall be paid to the holders of the E Ordinary Shares (pro rata between the holders of the E Ordinary Shares according to the number of E Ordinary Shares held by each of them).
- 3.3 If the surplus assets of the Company is an amount which is greater than the sum of the Balancing Redemption Payment and the E Return set out in **article 3.2** above, the surplus assets of the Company which exceed such amount shall be applied in the following order of priority:
 - 3.3.1 until such time as the holders of the Investor Shares (as a class) have received an Investor Cash Flow equal to three times the Investment (the Investor Return) the Equity Shares shall be entitled to any remaining surplus assets of the Company (pro rata between them according to the number and nominal value of Equity Shares held by them);
 - 3.3.2 to the extent that such surplus assets of the Company are sufficient to give the holders of the Investor Shares the Investor Return in full in accordance with **article 3.3.1** above, any further surplus assets (the Excess) shall be distributed among the holders of the Shares in the following order of priority:
 - 3.3.2.1 the holders of the D Ordinary Shares shall be entitled to 5% of the Excess (pro rata between them according to the number of D Ordinary Shares held by each of them);
 - 3.3.2.2 the holders of the C Ordinary Shares (excluding the C6 Ordinary Shares) shall be entitled to a percentage of the remaining Excess (after the payment of an amount equal to the sum calculated to meet the condition in **article 3.3.2.1**) equal to the proportion that the C Ordinary Shares (excluding the holders of the C6 Ordinary Shares) bear to the number of Equity Shares in issue (pro rata between them according to the number of C Ordinary Shares held by each of them but excluding for these purposes any C6 Ordinary Shares); and
 - 3.3.2.3 the holders of the A Ordinary Shares, A1 Ordinary Shares, B Ordinary Shares and C6 Ordinary Shares, F Ordinary Shares shall be entitled to the remaining Excess after the payment of an amount equal to the sum calculated to meet the conditions in **articles 3.3.2.1** and **3.3.2.3** (pro rata according to the number and nominal value of shares held by each of them as if they constituted one class of share).
- 3.4 Where the surplus assets available for distribution to any particular class of share in accordance with **article 3.3** 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 method of allocation set out above.

4. **EXIT PROVISIONS**

4.1 Notwithstanding any provision to the contrary in these Articles, on a Share Sale the Realisation Value shall be apportioned between the holders of Shares in accordance with **article 3**, save that references to **surplus assets** shall be deemed to be references to the **Realisation Value**.

4.2 Notwithstanding any provision to the contrary in these Articles, immediately prior to and conditionally upon a Listing or an Asset Sale the Members shall enter into such reorganisation of the share capital of the Company so as to ensure that the Realisation Value is reallocated between the Members in the same proportions as the preceding provisions of this **article 4** would provide on a Share Sale with the same Realisation Value (and, in the case of an Asset Sale, on the condition that such Realisation Value would be distributed to the Members immediately following such reorganisation in accordance with these Articles). The details of any such share reorganisation shall be agreed by an Investor Majority and their agreement shall be final and binding on the Company and the Members. Any dispute in respect of such share reorganisation which has not been resolved by the date which is ten Business Days prior to the proposed date for completion of the relevant Listing or Asset Sale shall be referred to the Expert for determination in accordance with **article 27**. The Members undertake to do all such acts necessary (including by the exercise of any voting rights (whether as a Director or Member)) so as to procure that any reorganisation agreed or determined as aforesaid takes place (including, as required, any sub-division, re-designation or consolidation).

5. **VOTING**

5.1 Subject to **article 5.2**, on a written resolution or at a general meeting of the Company where voting shall be conducted by way of a poll:

5.1.1 the holders of the A Ordinary Shares present in person, by representative or by proxy shall have one vote for every share of which it is the holder but provided always that the holders of the A Ordinary Shares as a class shall be entitled to cast not less than 75% of the total voting rights;

5.1.2 the holders of the B Ordinary Shares present in person, by representative or by proxy shall have one vote for every share for which it is the holder subject to the minimum class voting rights of the A Ordinary Shares, C1 Ordinary Shares, C2 Ordinary Shares, C3 Ordinary Shares and C5 Ordinary Shares;

5.1.3 the holders of the C2 Ordinary Shares present in person, by representative or by proxy shall have 3.75 votes for every share of which it is the holder but provided that the holders of the C2 Ordinary Shares as a class shall be entitled to cast not less than 5% of the total voting rights;

5.1.4 the holders of the C3 Ordinary Shares present in person, by representative or by proxy shall have 2.25 votes for every share of which it is the holder but provided always that the holders of the C3 Ordinary Shares as a class shall be entitled to cast not less than 5% of the total voting rights;

5.1.5 the holders of the C5 Ordinary Shares present in person, by representative or by proxy shall have such number of votes as equates to 5% of the total voting rights exercisable in the Company;

5.1.6 the holders of the F Ordinary Shares present in person, by representative or by proxy shall have one vote for every share for which it is the holder subject to the minimum class voting rights of the A Ordinary Shares, C1 Ordinary Shares, C2 Ordinary Shares, C3 Ordinary Shares and C5 Ordinary Shares; and

- 5.1.7 the holders of the A1 Ordinary Shares, C4 Ordinary Shares, C6 Ordinary Shares, D Ordinary Shares or E Ordinary Shares shall not be entitled to vote on a written resolution, at a general meeting or otherwise and the aforementioned shares carry no voting rights.
- 5.2 If an Event of Default has occurred and is subsisting and an Investor Majority notifies the Company in writing that such event or circumstance has occurred or is subsisting, then the Investors shall be entitled to vote at any general meeting or on any written resolution (as the case may be) and the number of voting rights attaching to the Investor Shares (as a class) shall be such number as is equal to 90% of the total voting rights attaching to all Shares in issue at the date of any such meeting or the date of circulation of any such written resolution (calculated after the application of this **article 5.2**).
- 5.3 The voting rights attached to the Investor Shares by virtue of **article 5.2** 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.
6. **VARIATION OF CLASS RIGHTS**
- 6.1 Without prejudice to the generality of their rights, the rights attaching to the Investor Shares shall be deemed to be varied at any time by any of the following occurring without class consent:
- 6.1.1 any variation to the share capital of the Company or any Group Company (other than a wholly owned subsidiary) or the rights attaching to any of the Shares, or the creation, allotment, issue or redemption of any shares or securities or the
 - 6.1.2 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 the grant of any option pursuant to a Share Option Scheme and the subsequent issue of any Shares on the exercise of such option;
 - 6.1.3 any alteration to the constitution (as defined in section 17 of the Act) of any Group Company (other than a wholly owned subsidiary);
 - 6.1.4 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;
 - 6.1.5 the declaration or payment of any distribution or return of a capital or income nature to any person, other than in relation to a redemption of the Loan Notes in accordance with their respective instruments;
 - 6.1.6 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;
 - 6.1.7 other than in accordance with the Facility Documents, the creation, variation or extension by a Group Company of any Encumbrance (other than any interest arising by operation of law in the normal and ordinary course of business or retention of title in the normal and ordinary course of trading);
 - 6.1.8 the appointment or removal of any director of any Group Company (other than an Investor Director or the chairman in accordance with **article 16.1, 16.4 or 19.6.2**);

- 6.1.9 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);
 - 6.1.10 a Realisation;
 - 6.1.11 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;
 - 6.1.12 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);
 - 6.1.13 the making of any material change (including cessation) in the nature of the business of the Group;
 - 6.1.14 the registration or purported registration of a transfer of any interest in any Shares other than as permitted by these Articles; or
 - 6.1.15 any Group Company incurring or agreeing to incur an obligation to do any of the matters set out above in this **article 6.1**.
- 6.2 At any time when the Investors are entitled to exercise enhanced voting rights in respect of those Shares pursuant to **article 5.2** (regardless of whether or not such voting rights have actually been exercised at any general meeting or on any written resolution) the Company may issue Relevant Securities ranking ahead of or pari passu with the Management Sweet Shares without the consent of the holders of the Management Sweet Shares.
7. **ISSUE OF SHARES**
- 7.1 Notwithstanding any other provision of these Articles, the maximum issued share capital of the Company shall be £2222.62 divided into 756,397 A Ordinary Shares, 1,260 A1 Ordinary Shares, 8,860 B Ordinary Shares, 110,000 C1 Ordinary Shares, 18,850 C2 Ordinary Shares, 22,500 C3 Ordinary Shares, 63,650 C4 Ordinary Shares, 15,000 C5 Ordinary Shares, 3,483 C6 Ordinary Shares, 200,000 E Ordinary Shares and 8,722,218 F Ordinary Shares provided that the restriction in this **article 7.1** shall not be breached as a result of any conversion or reclassification of Shares made in accordance with the provisions of these Articles.
- 7.2 NOT USED
- 7.3 Subject to **article 6.1**, and unless an Investor Majority agrees otherwise, any Relevant Securities which the Directors propose to allot, grant or otherwise dispose of shall, before they are so allotted, granted or otherwise disposed of, be offered to the Members holding Equity Shares. Such offer shall be made by means of a notice (a Subscription Notice) served by the Directors on all Members holding Equity Shares which shall:
- 7.3.1 state the number and class of Relevant Securities offered;
 - 7.3.2 state the subscription price per Relevant Security, which shall be determined by the Directors with the consent of an Investor Majority;
 - 7.3.3 if directed by an Investor Majority, include conditions that if any Investor, in addition to subscribing for Relevant Securities pursuant to any Subscription Notice, is also proposing to loan monies to the Company at the same time (whether by subscription for loan notes or otherwise) (an Investor Loan) then the other holders of Equity Shares shall also be required to make loans to the Company (or applicable Group Company) on the same terms (an Ordinary Loan) provided that an Ordinary Loan for a holder of Equity Shares other than Investor Shares shall be in the same proportion of loan to share capital subscription as

- the proportions proposed to be invested by the applicable Investors pursuant to any Investor Loan;
- 7.3.4 invite the relevant offerees to respond in writing to the Company stating the number of Relevant Securities for which they wish to subscribe; and
 - 7.3.5 expire, and the offer made in that notice to an offeree shall be deemed to be withdrawn if not previously accepted by such offeree, on the date specified therein, being not less than ten nor more than 20 Business Days after the date of the Subscription Notice.
- 7.4 After the expiry of the period referred to in the Subscription Notice or, if sooner, upon all Members holding Equity Shares 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:
- 7.4.1 no Relevant Securities shall be allocated to any Member who, at the Subscription Allocation Date, is bound to give, or has given or is deemed to have given, a Transfer Notice in respect of any Shares registered in his name (including, for the avoidance of doubt, a Compulsory Transfer Notice);
 - 7.4.2 no Relevant Securities shall be allocated to any Member who does not satisfy any conditions set out in the Subscription Notice pursuant to **article 7.3.3**;
 - 7.4.3 if there are applications for more than the number of Relevant Securities available, the Relevant Securities shall be allocated to the relevant applicants in proportion (as nearly as practicable but without allocating to any applicant more Relevant Securities than he applied for) to the number of Equity Shares held by each of them respectively; and
 - 7.4.4 the allocation of any fractional entitlements to Relevant Securities amongst the Members shall be dealt with by the Directors, with the consent of an Investor Director, in such manner as they see fit.
- 7.5 Within five 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 7.4** (each a **Subscriber**). A Subscription Allocation Notice shall state:
- 7.5.1 the number and class of Relevant Securities allocated to that Subscriber;
 - 7.5.2 the aggregate subscription price payable by the Subscriber in respect of the Relevant Securities allocated to him; and
 - 7.5.3 the place, date and time (being not less than two nor more than five Business Days after the date of the Subscription Allocation Notice) at which completion of the subscription for the Relevant Securities shall take place.
- 7.6 Completion of a subscription for Relevant Securities pursuant to a Subscription Allocation Notice shall take place at the place, date and time specified in the Subscription Allocation Notice when the Subscriber will pay the relevant subscription monies to the Company in cleared funds and the Company will allot or grant the Relevant Securities to that Subscriber and deliver to that Subscriber a duly executed share certificate or certificate of grant (as the case may be) in respect of those Relevant Securities. If a Subscriber shall fail for any reason to pay the relevant subscription monies in respect of any Relevant Securities to the Company in cleared funds by the date specified in the Subscription Allocation Notice he shall:
- 7.6.1 be deemed to have declined the offer made to him in respect of those Relevant Securities which shall immediately be deemed to be released from the provisions of **articles 7.3 to 7.5**; and

- 7.6.2 indemnify the Company against all costs, claims and expenses which the Company may suffer or incur as a result of such failure.
- 7.7 Any Relevant Securities which are not accepted pursuant to **articles 7.3 to 7.5**, and any Relevant Securities released from the provisions of those articles either by virtue of a Subscriber's default in accordance with **article 7.6** or by virtue of the agreement of an Investor Majority, may be offered by the Directors to a third party approved by an Investor Majority and such Relevant Securities shall, subject to the provisions of the Act and **article 6.1**, be at the disposal of the Directors who may allot, grant or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think fit in their absolute discretion, provided that:
- 7.7.1 no Share shall be issued at a discount;
- 7.7.2 no Relevant Securities shall be allotted, granted or otherwise disposed of on terms which are more favourable than those on which they were offered to the Members pursuant to **article 7.3**; and
- 7.7.3 no Relevant Securities shall be allotted, granted or otherwise disposed of more than 3 months after the date of the relevant Subscription Notice relating to those Relevant Securities (or, in the case of Relevant Securities released from the provisions of **articles 7.3 to 7.5** by virtue of the agreement of an Investor Majority, the date of such agreement being given) unless the procedure in **articles 7.3 to 7.5** is repeated in relation to that Relevant Security.
- 7.8 The provisions of **articles 7.3 to 7.5** shall not apply:
- 7.8.1 to the issue of any Relevant Securities pursuant to the Investment Agreement;
- 7.8.2 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
- 7.8.3 at any time when the Investors are entitled to exercise enhanced voting rights in respect of those Investor Shares pursuant to **article 5.2** (regardless of whether or not such voting rights have actually been exercised at any general meeting or on any written resolution).
- 7.9 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to the Company.
- 7.10 Notwithstanding any other provision of these Articles, no Share shall be allotted to a person who is not already a party to the Investment Agreement unless that person has entered into a deed of adherence to, and in the form required by, the Investment Agreement.
- 7.11 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 share in the register of members of the Company, be immediately and automatically (without resolution of the Members or Directors) redesignated as a Share of the same class as the Equity Shares already held by such Member.
- 7.12 The Directors may, with the consent of an Investor Majority, allot any Shares comprised within the Reserved Employee Equity to any current or prospective employee, officer or consultant of the Group as nominated by the chief executive officer for the time being, subject to such terms as the Remuneration Committee, with the consent of an Investor Majority, determines.
- 7.13 Notwithstanding the provisions of this **article 7**, the Company does not need to make an offer under **article 7.3** if an Investor Majority reasonably considers that it is necessary for the Company to issue further Shares to cure an Event of Default (or, in the reasonable opinion of an Investor Majority an Event of Default is highly probable), in which case upon a direction by an Investor Majority (Investor Direction) (which shall follow such consultation

with the other Members as is feasible in the circumstances) the Company shall issue such number of new Shares (the New Investor Shares) to the Investors or such other person as the Investor Direction shall specify (the First Offer), and the rights of pre-emption of the holders of Equity Shares (other than the Investors who are to be allotted Shares in the First Offer) shall be deemed to be waived in respect of any such issue. As soon as reasonably practicable following the issue of such New Investor Shares, and in any event, no later than ten Business Days after the allotment of the New Investor Shares, the Company shall (or, if so directed by Investor Direction, the Investors or such other person allotted Shares in the First Offer shall) offer to all holders of Equity Shares (other than, in either case, those Investors or such other persons who were allotted Shares in the First Offer) (the Subsequent Offer) such number of Equity Shares to the effect that, if the Subsequent Offer were accepted, each offeree would hold the equivalent proportion of Equity Shares that it held prior to the First Offer.

- 7.14 Where **article 7.8.3** applies and Relevant Shares are issued in accordance with **article 6.2** (Event of Default Shares), as soon as reasonably practicable following the issue of such Relevant Shares, and in any event, no later than ten Business Days after the allotment of the Relevant Shares, the Company shall (or, if so directed by Investor Direction, the Investors or such other person allotted Relevant Shares) offer to all holders of Equity Shares (other than, in either case, those Investors or such other persons who were allotted the Event of Default Shares) (the Following Offer) such number of Equity Shares to the effect that, if the Following Offer were accepted, each offeree would hold the equivalent proportion of Equity Shares that it held prior to the allotment of the Event of Default Shares in relation to **article 6.2** at the same subscription price per Relevant Security provided that such Members responding to the Following Offer shall also be required to subscribe for a pro rata amount of loan notes to any loan notes subscribed for by subscribing members at the same time as the issue of the Event of Default Shares under this **article 7.14**.

8. **TRANSFER OF SHARES - GENERAL**

- 8.1 Notwithstanding any other provision of these Articles, the Directors shall not register a transfer of any interest in a Share:

8.1.1 if it is to a minor, undischarged bankrupt, trustee in bankruptcy or person who (in the opinion of an Investor Majority) lacks capacity; or

8.1.2 unless:

8.1.2.1 the transfer is permitted by **article 9**; or

8.1.2.2 the transfer is made in accordance with **article 10, 11, 12 or 13**

and in either case (other than in respect of a transfer to a Third Party Purchaser under **article 12 or 13**) the transferee, if not already a party to the Investment Agreement, has entered into a deed of adherence to, and in the form required by, the Investment Agreement.

- 8.2 The Directors may only refuse to register a transfer of Shares which is either permitted under **article 9** or made in accordance with **articles 10, 11, 12 or 13** if:

8.2.1 the transfer has not been lodged at the Company's registered office (or such other place as the Directors may nominate for this purpose);

8.2.2 the transfer is not accompanied by the certificate for the Shares to which it relates (or an indemnity for a lost, stolen or damaged certificate in such form as is reasonably required by the Directors) and such other evidence (if any) as the Directors may reasonably require to show the right of the transferor to make the transfer;

8.2.3 the transfer is in respect of more than one class of Shares;

8.2.4 the transfer is in favour of more than four transferees; or

- 8.2.5 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.

8.3 For the purposes of ensuring that:

- 8.3.1 a transfer of any Share is in accordance with these Articles; or
- 8.3.2 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
- 8.3.3 no circumstances have arisen whereby the provisions of **article 13** are required to be or ought to have been triggered

the Directors may from time to time (and shall, if so requested to do by an Investor 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 an Investor Director reasonably believes to have information relevant to such purpose provides, such information and evidence as the Directors or an Investor Director may require for such purpose. Pending such information or evidence being provided, the Directors are entitled (and shall, if so requested to do by an Investor Director) to refuse to register any relevant transfer of Shares.

8.4 If any information or evidence provided pursuant to **article 8.3** 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.

8.5 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 ten 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 ten Business Days. Notwithstanding any other provision of these Articles, unless an Investor Majority resolves otherwise, any Shares which are the subject of a Transfer Notice deemed to have been served in accordance with this **article 8.5** (and any Shares received after the date of service, or deemed service, of any such Transfer Notice which are derived from any Share which is the subject of that Transfer Notice, whether by conversion, consolidation or sub-division, or by way of capitalisation, rights or bonus issue or otherwise) shall with effect from the date of the relevant deemed Transfer Notice (or, if later, the date on which such Shares are issued), cease to confer upon the holder of such shares any right to receive notice of, or attend, speak or vote at, any general meeting of the Company (or at any meeting of the holders of any class of Shares) or any right to receive or vote on any written resolution of the Company (or the holders of any class of Shares) until such time as another person is entered in the register of members of the Company as the holder of those Shares.

8.6 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.

8.7 Where any Shares are the subject of a Transfer Notice (including a Compulsory Transfer Notice deemed to have been given in accordance with **article 11.2**), no transfer of any such Shares shall be permitted pursuant to **article 9**.

8.8 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 a Share of the same class as the Equity Shares already held by such Member.

9. **PERMITTED TRANSFERS**

9.1 **Investor Shares**

Any Investor Shares may be transferred at any time.

9.2 **Transfer with consent**

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

9.3 **Transfer within corporate group**

9.3.1 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 (each a member of the same group).

9.3.2 Where, following a transfer or series of transfers of Shares pursuant to this **article 9.3**, 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 (or another member of the same group as that 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) either authorise and instruct any Director to execute a transfer of the Shares on behalf of the relevant transferee and register the original transferor of those Shares as the holder of such Shares or. require such transferee to serve a Transfer Notice in respect of all the Shares held by it in which case the provisions of **article 10** shall apply.

9.4 **Transfer to a Family Member**

9.4.1 Subject to **article 9.4.2** 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.

9.4.2 No transfer of Shares shall be permitted pursuant to **article 9.4.1** if the registration of that transfer would result in the number of Shares held by the relevant transferor representing less than 51% of the total number of Shares held from time to time by that transferor, his Family Members and/or any Family Trust of his (where such Family Member or Family Trust acquired Shares, directly or indirectly, from that transferor).

9.4.3 Where, following a transfer of Shares pursuant to **article 9.4.1**, the transferee of those Shares ceases for any reason to be a Family Member of the original transferor of those Shares or one of the events specified in **articles 11.1.1** to **11.1.6** occurs in relation to the transferee, such transferee (or his trustee in bankruptcy, personal representatives, executors or attorney, as the case may be) shall within 20 Business Days of a written request so to do from the Directors or an Investor Majority, 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 either authorise and instruct any Director to execute a transfer of the Shares on behalf of the relevant transferee (or his trustee in bankruptcy, personal representatives, executors or attorney, as the case may be) and register the original transferor of those Shares as the holder of such Shares or require such transferee (or his trustee in bankruptcy, personal representatives, executors or attorney, as the case may be) to serve a Transfer

Notice in respect of all the Shares held by him and the provisions of **article 10** shall apply.

9.4.4 A Family Member to whom Shares have been transferred pursuant to this **article 9.4.4** may transfer those Shares back to the original transferor at any time but may not otherwise transfer such Shares pursuant to this **article 9.4** or **article 9.5**.

9.4.5 For the avoidance of doubt, the provisions of **article 9.4.3** shall apply in priority to the provisions of **article 11** in relation to a transfer of Shares required following the occurrence of one of the events in **articles 11.1.1** to **11.1.6** in relation to a transferee.

9.5 **Transfer to a Family Trust**

9.5.1 Subject to **articles 9.5.2** and **9.5.3** and subject to 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.

9.5.2 No transfer of Shares shall be permitted pursuant to **article 9.5.1** if the registration of that transfer would result in the number of Shares held by the relevant transferor representing less than 51% of the total number of Shares held from time to time by that transferor, his Family Members and/or any Family Trust of his (where such Family Member or Family Trust acquired Shares, directly or indirectly, from that transferor).

9.5.3 No transfer of Shares shall be permitted pursuant to **article 9.5.1** unless an Investor Majority is satisfied:

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

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

9.5.3.3 that the proposed transfer will not result in more than 50% of the Equity Shares being held by the trustee(s) of the Family Trust and any other trust; and

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

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

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

9.5.4.2 the settlor of such Family Trust;

9.5.4.3 the trustees of another Family Trust which has the same settlor; or

9.5.4.4 any Family Member of the settlor of such Family Trust on their becoming entitled to such Shares under the terms of the Family Trust.

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

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

9.5.5.2 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 either authorise and instruct any Director to execute a transfer of the Shares on behalf of the relevant transferee and register the original transferor of those Shares as the holder of such Shares or require such trustee(s) to serve a Transfer Notice in respect of all the Shares held by them and the provisions of **article 10** shall apply.

9.6 **Transfer by Employee Trust**

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

- 9.6.1 any new trustee(s) of the Employee Trust appointed on a change in trustee(s); or
- 9.6.2 any beneficiary of the Employee Trust, with the prior consent of an Investor Majority.

10. **PRE-EMPTION ON TRANSFER OF SHARES**

10.1 **Transfer Notice**

10.1.1 Except as permitted under **article 9** (Permitted Transfers) or as provided for in **articles 12** (Drag Along) and **13** (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.

10.1.2 Subject to **article 10.1.3**, a Transfer Notice shall:

- 10.1.2.1 state the number and class of Shares (the Sale Shares) which the Seller wishes to transfer;
- 10.1.2.2 state the name of the person (if any) to whom the Seller wishes to transfer the Sale Shares;
- 10.1.2.3 state the price per Share (the Proposed Price) at which the Seller wishes to transfer the Sale Shares;
- 10.1.2.4 state if the Transfer Notice is conditional upon all (and not only part) of the Sale Shares being sold pursuant to this **article 10** (a Total Transfer Condition);
- 10.1.2.5 relate to only one class of Share;
- 10.1.2.6 constitute the Company as the agent of the Seller in relation to the sale of the Sale Shares in accordance with this **article 10**; and
- 10.1.2.7 not be capable of variation or cancellation without the consent of an Investor Majority.

10.1.3 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 11.2**):

- 10.1.3.1 it shall relate to all the Shares registered in the name of the Seller;
- 10.1.3.2 it shall not contain a Total Transfer Condition;

- 10.1.3.3 subject to **article 11.3**, 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 ten 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 10.2.2**;
- 10.1.3.4 it shall be irrevocable; and
- 10.1.3.5 subject to **articles 8.5** and **11.6**, the Seller may retain any Sale Shares for which Buyers (as defined in **article 10.5.2**) are not found.

10.2 **Transfer Price**

- 10.2.1 The Sale Shares will be offered for sale in accordance with this **article 10** at the following price (the **Transfer Price**):
 - 10.2.1.1 subject to the consent of an Investor Majority, the Proposed Price; or
 - 10.2.1.2 such other price as may be agreed between the Seller and the Directors, with the consent of an Investor Majority, within ten Business Days of the date of service (or deemed service) of the Transfer Notice; or
 - 10.2.1.3 if no price is agreed pursuant to **article 10.2.1.2** within the period specified 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.
- 10.2.2 If the Seller and the Directors are unable to agree on the Transfer Price in accordance with **article 10.2.1.2** or if an Investor Majority directs in accordance with **article 10.2.1.3** (or **article 10.1.3.3**) 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, within five Business Days of the expiry of the period referred to in **article 10.2.1.2** or receipt of a direction from an Investor Majority under **article 10.2.1.3** or **article 10.1.3.3** (as the case may be), instruct the Expert to determine and certify the Fair Value of the Sale Shares in accordance with **article 27**.
- 10.2.3 Where the Fair Value is less than the price proposed by the Directors to the Seller not less than ten Business Days prior to receipt of the Expert's report by the Company then the Expert's fees shall be borne wholly by the Seller.

10.3 **Board Invitees**

- 10.3.1 In these Articles, the expression Board Invitee shall mean any of:
 - 10.3.1.1 the Company (subject to compliance by the Company with the provisions of the Act); and/or
 - 10.3.1.2 the trustees of any Employee Trust; and/or
 - 10.3.1.3 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 12 months after the date on which the Transfer Price is agreed or determined in accordance with these Articles or, if no such persons are selected in accordance with this **article 10.3**

within that period, as selected by an Investor Majority within a further period of three months.

- 10.3.2 To the extent that any Equity Shares are held by Board Invitees upon a Realisation occurring they shall be deemed to be held on trust for the holders of C Ordinary Shares except for the holders of C6 Ordinary Shares (pro rata as if they constituted one class of share) and the net proceeds of sale received by the Board Invitees shall be distributed to the beneficiaries accordingly.

10.4 Offer Notice

- 10.4.1 Subject to **article 10.4.2**, 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 20 Business Days of) whichever is the first to occur of:

- 10.4.1.1 the period prescribed in **article 10.3** for the selection of Board Invitees having expired; or
- 10.4.1.2 the identity of all Board Invitees having been determined with the consent of an Investor Majority; or
- 10.4.1.3 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.

- 10.4.2 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.

- 10.4.3 An Offer Notice shall:

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

- 10.4.4 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:

- 10.4.4.1 firstly, to all persons in the category set out in the corresponding line in the second column in the table below;
- 10.4.4.2 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

- 10.4.4.3 thirdly, to the extent not already accepted by persons in the third column, 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	Third offer to
Investor Shares	Members holding Investor Shares	N/A	N/A
	Members holding A1 Ordinary Shares or C6 Ordinary Shares	Members holding Investor Shares	N/A
B Ordinary Shares	Members holding B Ordinary Shares	Members holding Investor Shares	Members holding Management Shares
Management Shares	Board Invitees	Members holding Management Shares	Members holding Investment Shares

10.5 Allocation of Sale Shares

- 10.5.1 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 10.4.4** 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 10.4.4** provided that:

- 10.5.1.1 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 Shares than he applied for) to the number of Shares of the class entitling them to receive such offer held by each of them respectively;
- 10.5.1.2 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 an Investor Majority, in such manner as they see fit;
- 10.5.1.3 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
- 10.5.1.4 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.

- 10.5.2 Within five 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 10.5.1** (each a Buyer). An Allocation Notice shall state:

- 10.5.2.1 the number and class of Sale Shares allocated to that Buyer;
- 10.5.2.2 the name and address of the Buyer;

- 10.5.2.3 the aggregate purchase price payable by the Buyer in respect of the Sale Shares allocated to him;
 - 10.5.2.4 the information (if any) required pursuant to **article 10.5.4**; and
 - 10.5.2.5 subject to **article 10.5.4**, the place, date and time (being not less than two nor more than five 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.
- 10.5.3 Subject to **article 10.5.4**, 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.
- 10.5.4 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 10.5.1** is less than the total number of Sale Shares then:
- 10.5.4.1 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;
 - 10.5.4.2 the Further Offer shall expire, and shall be deemed to be withdrawn, upon the expiry of the period (being not more than ten Business Days) specified in the Allocation Notice;
 - 10.5.4.3 any Sale Shares accepted by the Buyers pursuant to the Further Offer shall be allocated amongst them in accordance with the provisions of **articles 10.5.1.1 to 10.5.1.3**; and
 - 10.5.4.4 following the allocation of any Sale Shares amongst the Buyers in accordance with article (c), and provided all the Sale Shares have then been allocated, the Directors shall issue revised Allocation Notices in accordance with **article 10.5.2** but omitting **article 10.5.2.4** of that article.
- 10.5.5 Subject to **article 10.5.6**, the service of an Allocation Notice (or a revised Allocation Notice in accordance with **article 10.5.4**) 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.
- 10.5.6 If after following the procedure set out in this **article 10** the total number of Shares applied for and allocated to the Buyers remains less than the total number of Sale Shares, then:
- 10.5.6.1 if the Transfer Notice contained a Total Transfer Condition, then notwithstanding any other provision of this **article 10** 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 10**; and
 - 10.5.6.2 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.

10.6 Default by the Seller

- 10.6.1 If a Seller shall fail for any reason (including death) to transfer any Sale Shares to a Buyer when required by this **article 10**, 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.

- 10.6.2 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 10.6** the validity of the proceedings shall not be questioned by any person.
- 10.6.3 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 Shares (or a suitable indemnity in a form reasonably satisfactory to the Directors with the consent of an Investor Majority).

10.7 **Transfers following exhaustion of pre-emption rights**

If any Sale Shares are not allocated to a Buyer under any of the foregoing provisions of this **article 10** the Seller may, at any time within three calendar months of the date of service of the notice referred to in **article 10.5.6.2**, 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:

- 10.7.1.1 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;
- 10.7.1.2 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;
- 10.7.1.3 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 8**); and
- 10.7.1.4 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 13** until such time as that offer has been made and, if accepted, completed.

11. **COMPULSORY TRANSFERS**

11.1 In this **article 11** each of the following shall be a Transfer Event in relation to a Member holding Management Shares:

- 11.1.1 the death of that Member;
- 11.1.2 an order being made by the court or the adjudicator for the bankruptcy of that Member, or a petition being presented or an application being made for an adjudication for such bankruptcy which petition or application is not withdrawn or dismissed within ten Business Days of being presented or made

- 11.1.3 the Member circulating a proposal in relation to, or taking any other steps with a view to, making an arrangement or composition in satisfaction of his creditors generally;
- 11.1.4 the Member being unable to pay his debts as they fall due (within the meaning of section 268 Insolvency Act 1986);
- 11.1.5 any proceedings or orders equivalent or analogous to any of those described in **articles 11.1.2 to 11.1.4** above occurring in respect of the Member under the law of any jurisdiction outside England and Wales;
- 11.1.6 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; or
- 11.1.7 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
- 11.1.8 that Member breaching the provision(s) of these Articles or the Investment Agreement which breach, if capable of remedy, has not been remedied to the reasonable satisfaction of an Investor Majority within ten 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 Investor Director 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 11**.

- 11.2 Upon an Investor Majority notifying the Company that an event is a Transfer Event in respect of a Member in accordance with **article 11.1**, 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 held from time to time by each of them respectively. A Compulsory Transfer Notice shall supersede any current Transfer Notice in respect of any Compulsory Transfer Shares.
- 11.3 The Compulsory Transfer Shares shall following the Relevant Member being subject to a Transfer Event be offered for sale in accordance with the provisions of **article 10** as if the Compulsory Transfer Shares were Sale Shares except that where the relevant Transfer Event falls within the provisions of **article 11.1.7**, the Transfer Price in respect of the Compulsory Transfer Shares shall be:
 - 11.3.1 where the Relevant Member is a Good Leaver, whichever is the higher of:
 - 11.3.1.1 their Fair Value; and
 - 11.3.1.2 their Issue Price,
 - 11.3.2 where the Relevant Member is a Bad Leaver, whichever is the lower of their Fair Value and 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 11.3** on the date upon which such notice is received at the registered office of the Company;

- 11.3.3 in the case of Anthony Houldsworth and Garry McLauchlan where such Relevant Member is an Intermediate Leaver the Transfer Price shall be calculated and apportioned in accordance with the table below:

Date of Cessation	Proportion of Shares to receive the Good Leaver Transfer Price	Proportion of Shares to receive the Bad Leaver Transfer Price
Prior to 1st anniversary of the Adoption Date	100%	0%
On or after 1st anniversary but prior to 2nd anniversary of the Adoption Date	100%	0%
On or after 2nd anniversary but prior to 3rd anniversary of the Adoption Date	100%	0%
On or after 3rd anniversary but prior to 4th anniversary of the Adoption Date	100%	0%
On or after the 4th anniversary of the Adoption Date	100%	0%

- 11.3.4 in the case of Natasha Coldicott being a Good Leaver, the Transfer Price shall be calculated in accordance with the table below:

Date of Cessation	Proportion of Shares to receive the Good Leaver Transfer Price	Proportion of Shares to receive the Bad Leaver Transfer Price
Prior to expiry of 6 month probationary period (ending on 10 April 2022)	0%	100%
On or after 11 April 2022 but prior to 10 April 2023	50%	50%
On or after 10 April 2023	100%	0%

- 11.4 Any dispute as to whether the provisions of **article 11.3.1, 11.3.2, 11.3.3 or 11.3.4** 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 10** in respect 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:

- 11.4.1 the Seller, in respect of any Compulsory Transfer Shares which are determined to be sold for their Fair Value; or
 - 11.4.2 the Buyer, in respect of any Compulsory Transfer Shares which are determined to be sold for their Issue Price.
- 11.5 For the purposes of **article 11.1.7** 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:
- 11.5.1 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;
 - 11.5.2 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;
 - 11.5.3 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;
 - 11.5.4 the date of any event which results in the termination of the contract of employment or engagement under the doctrine of frustration; or
 - 11.5.5 in any circumstances other than those specified in **articles 11.5.1 to 11.5.4**, the date on which the Member actually ceases to be employed or engaged by the Group.
- 11.6 Notwithstanding any other provision of these Articles, unless an Investor Majority resolves otherwise, any Shares held by the Relevant Member and any other person holding Compulsory Transfer Shares shall, with effect from the date of the relevant Compulsory Transfer Notice (or, if later, the date on which such Shares are issued), cease to confer on the holder of those Shares any right to receive notice of, or attend, speak or vote at, any general meeting of the Company (or at any meeting of the holders of any class of Shares) or any right to receive or vote on any written resolution of the Company (or the holders of any class of Shares) until such time as another person is entered in the register of members of the Company as the holder of those Shares.
- 11.7 Where the Compulsory Transfer Shares are to be bought back by the Company, the Transfer Price for the Relevant Member's Shares shall be paid in cash or loan notes and in the case of a cash payment shall be settled when the Company has sufficient cash available to do so, subject to **article 11.3.4**.
- 11.8 Articles 27(2)(a) and 28 of the Model Articles shall not apply to the Company.
12. **DRAG ALONG**
- 12.1 Subject to the prior consent of an Investor Majority being obtained, if Members constituting 50% of the Investor Shares (together the **Selling Members**) wish to transfer their Investor Shares to a bona fide unconnected third party on arm's length terms and for cash only (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 the same proportion of Shares with full title guarantee to the Proposed Purchaser (or as the Proposed Purchaser shall direct) in accordance with this **article 12**.

- 12.2 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:
- 12.2.1 that the Remaining Members are required to transfer the same proportion of their Shares (the Remaining Shares) pursuant to this **article 12**;
 - 12.2.2 the identity of the Proposed Purchaser;
 - 12.2.3 the consideration for which, or the price at which, the Remaining Shares are to be transferred in accordance with **article 12.4** (the **Drag Along Consideration**); and
 - 12.2.4 the proposed date of transfer (if known).
- 12.3 A Drag Along Notice:
- 12.3.1 may be revoked by the Selling Members at any time prior to the completion of the sale and purchase of the Remaining Shares; and
 - 12.3.2 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).
- 12.4 The Drag Along Consideration shall be in respect of each Remaining Share which is an Equity Share, the same consideration (in the same form and due at the same time(s)) as that offered, given, paid or payable by, or due from, the Proposed Purchaser in respect of each Equity Share held by all Members other than the Remaining Members, which consideration together in aggregate shall be the Realisation Value for the purposes of calculating the allocation of that Realisation Value amongst the Members in accordance with article 4.
- 12.5 Upon the service of a Drag Along Notice each Remaining Member is required, as a legally binding commitment, not to divulge or communicate to any third party either the fact that the Selling Members wish to transfer their Shares to the Proposed Purchaser (or any other person) or any other information concerning the sale and purchase of any of the Selling Members' Shares or the Remaining Shares pursuant to this **article 12**.
- 12.6 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 or such later date, being not more than 20 Business Days after the date of such completion, as an Investor Majority may direct in writing.
- 12.7 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 12**.
- 12.8 The provisions of this **article 12** 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 10** shall automatically be revoked by the service of a Drag Along Notice.

12.9 Where at any time after the service of a Drag Along Notice but before completion of the sale and purchase of the Remaining Shares by the Proposed Purchaser, any person (a New Member) becomes a registered holder of any Share pursuant to the exercise of any option, warrant or other right to subscribe for or acquire Shares, a Drag Along Notice, on the same terms as the then current Drag Along Notice, shall immediately be deemed to have been served upon that New Member. Upon the deemed service of a Drag Along Notice pursuant to this **article 12.9** 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 12** 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:

12.9.1 the date on which a Drag Along Notice is deemed to have been served on the New Member pursuant to this **article 12.9**; and

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

13. **TAG ALONG**

13.1 Subject to **article 12** and save in the case of a transfer of Shares which is permitted in accordance with the provisions of **article 9**, but otherwise notwithstanding any other provision of these Articles, no sale or other disposition of any Investor Shares (the Committed Shares) shall be made or registered unless before the transfer is lodged for registration (and with the prior consent of an Investor Majority:

13.1.1 in the case of a Change of Control, 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 13**, from all the Members other than the Third Party Purchaser (or persons connected with or acting in concert with him) all the Equity Shares which are not Committed Shares (the Uncommitted Shares) for the consideration, or at the price, (the Tag Along Consideration) calculated in accordance with **article 13.3**; or

13.1.2 in the case a transfer not resulting in a Change of Control, the relevant Third Party Purchaser has made a Tag Along Offer with a Tag Along Notice to acquire, in accordance with this **article 13**, from all the Members other than the Third Party Purchaser (or persons connected with or acting in concert with him) the same proportion of the Equity Shares which are not Committed Shares (the Proportional Uncommitted Shares) for the Tag Along Consideration calculated in accordance with **article 13.3**.

13.2 A Tag Along Notice shall:

13.2.1 state the Tag Along Consideration;

13.2.2 state the identity of the relevant Third Party Purchaser;

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

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

13.3 For the purposes of this **article 13**, the Tag Along Consideration shall be the same consideration per Uncommitted Share or Proportional Uncommitted Shares (in the same form and due at the same time(s)) as that offered, given, paid or payable by, or due from, the Third Party Purchaser in respect of each Committed Share together with the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Committed Shares which, having regard to the substance of the transaction

as a whole, can reasonably be regarded as an addition to the price paid or consideration given in respect of the Committed Shares.

14. GENERAL MEETINGS

14.1 Without prejudice to the provisions of sections 302 and 288(3) of the Act, an Investor Director acting alone may:

14.1.1 call a general meeting of the Company; or

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

14.2 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, of whom at least one shall be a holder of Investor Shares, present either in person, by proxy or by a duly appointed corporate representative shall be a quorum.

14.3 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,".

14.4 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.

14.5 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.

14.6 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.

14.7 Article 45(1) of the Model Articles shall be amended as follows:

14.7.1 by the deletion of the words in Article 45(1)(d) and the insertion in their place of the following: "is delivered to the Company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate"; and

14.7.2 by the insertion of the following as a new paragraph at the end of Article 45(1): "and a proxy notice which is not delivered in such manner shall be invalid unless the Directors, in their discretion but subject to the consent of an Investor Majority accept the proxy notice at any time before the meeting".

14.8 The Company shall not be required to give notice of a general meeting to a Member:

14.8.1 whose registered address is outside the United Kingdom unless he has provided an address for service within the United Kingdom;

14.8.2 for whom the Company no longer has a valid United Kingdom address.

15. APPOINTMENT AND REMOVAL OF DIRECTORS

15.1 Unless and until determined otherwise by ordinary resolution of the Company, the number of Directors (other than alternate directors) shall not be less than three.

15.2 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:

- 15.2.1 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;
 - 15.2.2 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 an 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); or
 - 15.2.3 all the other Directors or an Investor Majority requesting his resignation by notice in writing. Such notice (which may consist of several documents in similar form each signed by or on behalf of one or more persons) must be left at or sent by post to the registered office of the Company (or another address nominated by the Directors, with the consent of an Investor Director, for this purpose) and the resignation shall take effect when the notice is received by the Company or, if later, on such date (if any) as may be specified in the notice.
- 15.3 Article 18 of the Model Articles shall be extended accordingly.
16. **INVESTOR DIRECTORS, CHAIRMAN, INDEPENDENT DIRECTOR AND OBSERVER**
- 16.1 An Investor Majority may, from time to time and on more than one occasion:
- 16.1.1 appoint up to two people to be a non-executive directors of the Company (each an Investor Director) and, from time to time and on more than one occasion, remove any such person appointed by them;
 - 16.1.2 appoint any person to be the chairman of the Directors and, from time to time and on more than one occasion, remove any such person appointed by them; and
 - 16.1.3 appoint any person to attend, observe or speak at meetings of the Directors as an observer and, from time to time and on more than one occasion, remove any such person appointed by them.
- 16.2 Any appointment or removal pursuant to **article 16.1** 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.
- 16.3 Subject to section 168 of the Act, on any resolution to remove an Investor Director the Investor Shares 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.
- 16.4 Upon written request from an Investor Majority, the Company shall procure that any Investor Director or independent non-executive director or the chairman is forthwith appointed as a director of any other Group Company indicated in such request.
- 16.5 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(s) 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(s) shall be given or delivered to an Investor Majority.

- 16.6 An 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 Investor Shares in relation to the business and affairs of the Group as he may, in his absolute discretion, see fit.
- 16.7 Article 12(1) to 12 (3) of the Model Articles shall not apply to the Company.
17. **ALTERNATE DIRECTORS**
- 17.1 Subject to **article 17.2**, any Director (in this **article 17**, an appointor) may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to:
- 17.1.1 exercise that director's powers; and
 - 17.1.2 carry out that director's responsibilities,
 - 17.1.3 in relation to the taking of decisions by the Directors, in the absence of the alternate's appointor.
- 17.2 The appointment by an Investor Director of an alternate director shall not be subject to approval by resolution of the Directors.
- 17.3 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 an Investor Director.
- 17.4 The notice must:
- 17.4.1 identify the proposed alternate; and
 - 17.4.2 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.
- 17.5 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 appointer.
- 17.6 Save as provided otherwise in these Articles, alternate Directors:
- 17.6.1 are deemed for all purposes to be Directors;
 - 17.6.2 are liable for their own acts and omissions;
 - 17.6.3 are subject to the same restrictions as their appointers; and
 - 17.6.4 are not deemed to be agents of or for their appointers,
 - 17.6.5 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 appointer is a member.
- 17.7 A person who is an alternate Director but not a Director:
- 17.7.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointer is not participating);
 - 17.7.2 may participate in a unanimous decision of the Directors (but only if his appointer is an Eligible Director in relation to that decision and does not himself participate); and

- 17.7.3 shall not be counted as more than one Director for the purposes of **articles 17.7.1 and 17.7.2.**
- 17.8 A Director who is also an alternate Director is entitled, in the absence of his appointer, to a separate vote on behalf of his appointer, in addition to his own vote on any decision of the Directors (provided that his appointer 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.
- 17.9 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 appointer as the appointer 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.
- 17.10 The appointment of an alternate Director terminates:
- 17.10.1 when the alternate's appointer revokes the appointment by notice in writing to the Company specifying when it is to terminate;
 - 17.10.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointer, would result in the termination of the appointor's appointment as a Director;
 - 17.10.3 on the death of the alternate's appointer;
 - 17.10.4 when the appointment of the alternate's appointer as a Director terminates; or
 - 17.10.5 when written notice from the alternate, resigning his office, is received by the Company.
18. **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.
19. **PROCEEDINGS OF DIRECTORS**
- 19.1 Decisions of the directors may be taken either:
- 19.1.1 by a majority at a board meeting; or
 - 19.1.2 by a Directors' written resolution made in accordance with **articles 19.2 and 19.3.** Articles 7(1) and 8 of the Model Articles shall not apply to the Company.
- 19.2 Any Director may propose a Directors' written resolution. 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.
- 19.3 A proposed Directors' written resolution is adopted when all the Eligible Directors in relation to the resolution(s) contained in the proposed Directors' written resolution have signed one or more copies of it, provided that those Eligible Directors would have formed a quorum at a meeting of the Directors to consider such resolution(s). It is immaterial whether a Director signs the resolution before or after the time by which the notice proposed that it should be adopted.
- 19.4 Three Eligible Directors, of whom one shall be an Investor Director (unless no 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 21** 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 19.8**, the quorum for such a meeting shall be one Investor Director. Article 11(2) of the Model Articles shall not apply to the Company.

19.5 If the number of votes for and against a proposal at a Directors' meeting are equal the chairman shall not have a casting vote, provided that the chairman shall not have a casting vote if he is not an Eligible Director for the purposes of the relevant directors' decision. Article 13 of the Model Articles shall not apply to the Company.

19.6 If, and for so long as, the holders of the Investor Shares are entitled to enhanced voting rights in respect of those Shares in accordance with **article 5.2** (regardless of whether or not such voting rights have actually been exercised at any general meeting or on any written resolution):

19.6.1 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

19.6.2 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 19.6.2** 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 19.6.2** 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.

19.7 Not less than five Business Days' notice of a Directors' meeting must be given to each Director in writing provided that the requirements of this article may be waived or varied, subject to the written consent of an Investor Majority, with the prior approval of all Eligible Directors. Article 9(3) of the Model Articles shall not apply to the Company.

19.7.1 Where any decision is to be made by the Company or any Group Company in relation to:

19.7.1.1 the exercise, enforcement or waiver of any of its rights under, or the giving of any consent under:

19.7.1.2 the Investment Agreement;

19.7.1.3 the A1 Loan Note Instrument;

19.7.1.4 the A2 Loan Note Instrument;

19.7.1.5 the C Loan Note Instrument;

19.7.1.6 the Acquisition Documents; or

19.7.1.7 the Facility Documents;

19.7.2 the exercise, enforcement or waiver of any rights against a Member holding Management 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.

- 19.8 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".
- 19.9 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".
- 19.10 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,".
- 19.11 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,".

20. **TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**

- 20.1 Subject to sections 177 and 182 of the Act and, save in the case of an Investor Director, subject to the consent of an Investor Majority, and provided (in any case) he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way (whether directly or indirectly) interested in an existing or proposed transaction or arrangement with the Company:
 - 20.1.1 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;
 - 20.1.2 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;
 - 20.1.3 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;
 - 20.1.4 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;
 - 20.1.5 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
 - 20.1.6 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.
- 20.2 Articles 14(1) to 14(4) of the Model Articles shall not apply to the Company.

21. **DIRECTORS' CONFLICTS OF INTEREST**

21.1 Subject to the consent of an Investor Majority (other than in relation to an Investor Director), the Directors may, in accordance with the requirements set out in this **article 21**, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid situations which conflict or possibly may conflict with the interests of the Company (a Conflict).

21.2 Any authorisation under this article will be effective only if:

21.2.1 the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors, with the consent of an Investor Director may determine;

21.2.2 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;

21.2.3 the matter was agreed to without the Director in question voting or would have been agreed to if his vote had not been counted; and

21.2.4 save where the Director in question is an Investor Director, an Investor Director consents to the authorisation.

21.3 Any authorisation of a Conflict under this **article 21** shall be recorded in writing (but the authorisation shall be effective whether or not the terms are so recorded) and may, whether at the time of giving the authorisation or subsequently:

21.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;

21.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine; and

21.3.3 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.

21.4 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:

21.4.1 disclose such information to the Directors or to any Director or other officer or employee of the Company; or

21.4.2 use or apply any such information in performing his duties as a Director,

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

21.5 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, in either case without limitation, that the Director:

21.5.1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;

21.5.2 is not given any documents or other information relating to the Conflict; and

- 21.5.3 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.
- 21.6 Where the Directors authorise a Conflict:
- 21.6.1 the relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict; and
- 21.6.2 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.
- 21.7 An Investor Director or the Chairman may, notwithstanding his office, be a director or other officer of, or employed by or otherwise interested in:
- 21.7.1 any Group Company;
- 21.7.2 in the case of a Chairman a holder of Shares;
- 21.7.3 any company which is for the time being a subsidiary or holding company of a holder of Shares or another subsidiary of such holding company; or
- 21.7.4 any investment fund or co-investment plan for whom Investor Shares are held; or
- 21.7.5 a manager, custodian, nominee or trustee for, or general partner of, any investment fund or co-investment plan for whom Investor Shares are held,
- 21.7.6 and no authorisation under **article 21.1** shall be necessary in respect of such interest.
- 21.8 A Director other than an Investor Director or the Chairman may, notwithstanding his office, be a Member or a director or other officer of, or employed by or otherwise interested in any Group Company and no authorisation under **article 21.1** shall be necessary in respect of such interest.
- 21.9 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.
22. **DIRECTORS' BENEFITS**
- 22.1 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,".
- 22.2 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 and".
- 22.3 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,".
23. **SECRETARY**
- Subject to the consent of an Investor Majority, the Directors may appoint any person who is willing to act as the Secretary of the Company for such term, on such remuneration and on such conditions as they may think fit and may from time to time remove or replace such person.

24. **SERVICE OF DOCUMENTS**

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

- 24.1.1 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;
- 24.1.2 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
- 24.1.3 address within the United Kingdom, five Business Days after posting provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider;
- 24.1.4 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 24.1.5 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- 24.1.6 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.

24.2 For the purposes of this **article 24.1**, no account shall be taken of any part of a day that is not a working day.

24.3 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.

25. **INDEMNITY**

25.1 Subject to **article 25.2**, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

25.1.1 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:

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

25.1.1.2 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

25.1.2 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 25.1.1** and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 25.2 This **article 25** 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.
- 25.3 In this **article 25** and in **article 26** a relevant officer means any director or other officer or former director or other officer of the Company or any Group Company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or any Group Company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).
- 25.4 Article 52 of the Model Articles shall not apply to the Company.
26. **INSURANCE**
- 26.1 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.
- 26.2 Article 53 of the Model Articles shall not apply to the Company.
27. **EXPERT**
- 27.1 Where these Articles provide for any matter or dispute to be determined by the Expert, such matter or dispute shall be referred, at the request of any Member, to the Auditors provided that in the circumstances referred to in **article 27.2** such matter or dispute shall be referred to an independent chartered accountant nominated in writing for this purpose by an Investor Majority.
- 27.2 The circumstances referred to in **article 27.1** are:
- 27.2.1 where the Auditors are unable or unwilling to act in connection with the relevant reference; or
- 27.2.2 where, within ten Business Days of the Company notifying the Investors that a matter or dispute is to be referred to an Expert in accordance with these Articles, an Investor Majority directs in writing that instead of being referred to the Auditors the relevant matter or dispute shall be referred to the independent chartered accountant nominated by an Investor Majority in their direction and, for this purpose, the Company undertakes to notify the Investors of any such proposed referral to an Expert.
- 27.3 The Expert shall be engaged on terms agreed between the relevant Expert, the Directors and the Investor Director, provided that if such terms are not so agreed within ten Business Days of the Expert being instructed, the Expert shall be engaged on such terms as may be agreed between the Expert and the Investor Director (acting reasonably). For the purposes of agreeing the terms of the Expert's engagement pursuant to this **article 27.3**, the Directors or the Investor Director (as the case may be) shall act as agent for the Company and each relevant Member.
- 27.4 The Company and any relevant Members shall supply the Expert with any information which he may reasonably request in connection with his determination. The Company and any relevant Members shall be entitled to make written submissions to the Expert provided that a copy of any such written submissions is also simultaneously delivered to the other relevant parties. The Expert shall give due weight to any such written submission which is received by the Expert within such time limit as he may determine and have notified to the relevant parties.
- 27.5 The decision of the Expert (who shall be deemed to act as an expert and not as an arbitrator) shall, save in the event of fraud or manifest error, be final and binding on the Company and the Members.

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

27.7 The cost of any reference to the Expert in accordance with **article 11** shall be borne by the Company unless the Fair Value is below or above 10% of the Fair Value offered by the Remuneration Committee. If so the cost will be apportioned equally between the Relevant Member and the Company.

28. **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.

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

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