

# Articles of Association

of

Gravita Group Limited

Company number: 13054890

(Private company limited by shares)

as adopted by written resolution passed on 24 April 2023

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The Companies Act 2006

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Private company limited by shares

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Articles of Association

of

Gravita Group Limited (the "Company")

(as adopted by written special resolution passed on 24 April 2023)

Interpretation, Limitation of Liability and other miscellaneous provisions

1. Preliminary

Notwithstanding any other provision of these Articles, no regulations for management of the Company set out in any statute concerning companies or contained in any regulations, order, instrument or other subordinate legislation made pursuant to a statute (including, but not limited to, the regulations contained in the model articles for private companies limited by shares as set out in Schedule 1 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229) (as amended from time to time)) shall apply to the Company. The following shall be the Articles of the Company.

2. Defined terms

In these Articles, unless a contrary intention is expressly stated, the following words and expressions shall have the following meanings:

"2006 Act" means the Companies Act 2006.

"A Ordinary Shares" means the A ordinary shares of £0.01 each in the capital of the Company having the rights as set out in these Articles.

"Acquisition Agreement" has the meaning given in the Investment Agreement.

"Acquisition Date" means the date that is the later of:

(a) the Investment Date; and

(b) the Leaver's acquisition of or subscription for the Relevant Shares.

"Acting in Concert" has the meaning set out in the City Code on Takeovers and Mergers (as amended from time to time).

"Acts" means the Companies Acts and every other statute, order, regulation, or other subordinate legislation from time to time in force concerning companies and affecting the Company.

"Adjustment Event" means any issue of shares or other securities of the Company by way of capitalisation of profits or reserves, or any consolidation or sub-division of shares, in each case, which takes place after the Investment Date.

"alternate" or "alternate director" has the meaning set out in Article 42.

"appointor" has the meaning set out in Article 42.

"Approved Offer" means an irrevocable bona fide offer in writing that is for the same proportion of each class of Equity Shares held by the remaining members as is equal to the percentage of the A Ordinary Shares to be transferred by the holders of A Ordinary Shares on terms such that the proceeds will be distributed between the shareholders in the manner and order of priority set out in Article 6.2 which has received Investor Consent.

"Appropriate Qualification" shall have the meaning given to the term "appropriate qualification" in the ICAEW Regulations.

"Articles" means the Company's articles of association as altered or varied from time to time (and "Article" means a provision of the Articles).

"B Ordinary Shares" means the B ordinary shares of £0.01 each in the capital of the Company having the rights as set out in these Articles.

"Bad Leaver" means a person who is a Leaver as a result of:

- (a) resigning as an Employee (other than where found to have been constructively dismissed); or
- (b) being dismissed in circumstances justifying summary dismissal or termination of his engagement without notice (who is not a Very Bad Leaver).

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

"Board" means the board of directors of the Company from time to time.

"Board Invitee" means an existing or prospective Employee nominated by the Remuneration Committee.

"Breach Date" means the date on which the relevant shareholder breached any non-competition, non-solicitation or other restrictive covenants given by him under an Acquisition Agreement, the Investment Agreement and/or his Service Agreement.

"Business Day" means any day (other than a Saturday, Sunday or an English bank or public holiday) during which clearing banks are open for business in the City of London.

"C Hurdle" means any of the C1 Hurdle, the C2 Hurdle, the C3 Hurdle, the C4 Hurdle, the C5 Hurdle and the C6 Hurdle.

"C Ordinary Shares" means the C1 Ordinary Shares, the C2 Ordinary Shares, the C3 Ordinary Shares, the C4 Ordinary Shares, the C5 Ordinary Shares and the C6 Ordinary Shares.

"C1 Ordinary Shares" means the C1 ordinary shares of £0.01 each in the capital of the Company having the rights as set out in these Articles.

"C1 Hurdle" means the amount determined by the Board (with Investor Consent) after making their best estimate of the value of the Company prior to the issue and allotment of any C1 Ordinary Shares, as evidenced by the minutes of the relevant meeting of the Board or any subscription agreement relating to the C1 Ordinary Shares and also by way of a legend on the relevant share certificate, provided that the C1 Hurdle may be adjusted from time to time by the

Board (with Investor Consent) in such manner as it may determine, acting fairly and reasonably, in order to take in to account any Adjustment Event, acquisition, disposal, distribution or sale of less than all of the outstanding shares of the Company (or any other event or circumstance which relates to or affects the Company's share capital or the value thereof), in each case, which occurs after the Investment Date.

"C2 Hurdle" means the amount determined by the Board (with Investor Consent) after making their best estimate of the value of the Company prior to the issue and allotment of any C2 Ordinary Shares, as evidenced by the minutes of the relevant meeting of the Board or any subscription agreement relating to the C2 Ordinary Shares and also by way of a legend on the relevant share certificate, provided that the C2 Hurdle may be adjusted from time to time by the Board (with Investor Consent) in such manner as it may determine, acting fairly and reasonably, in order to take in to account any Adjustment Event, acquisition, disposal, distribution or sale of less than all of the outstanding shares of the Company (or any other event or circumstance which relates to or affects the Company's share capital or the value thereof), in each case, which occurs after the Investment Date.

"C2 Ordinary Shares" means the C2 ordinary shares of £0.01 each in the capital of the Company having the rights as set out in these Articles.

"C3 Hurdle" means the amount determined by the Board (with Investor Consent) after making their best estimate of the value of the Company prior to the issue and allotment of any C3 Ordinary Shares, as evidenced by the minutes of the relevant meeting of the Board or any subscription agreement relating to the C3 Ordinary Shares and also by way of a legend on the relevant share certificate, provided that the C3 Hurdle may be adjusted from time to time by the Board (with Investor Consent) in such manner as it may determine, acting fairly and reasonably, in order to take in to account any Adjustment Event, acquisition, disposal, distribution or sale of less than all of the outstanding shares of the Company (or any other event or circumstance which relates to or affects the Company's share capital or the value thereof), in each case, which occurs after the Investment Date.

"C3 Ordinary Shares" means the C3 ordinary shares of £0.01 each in the capital of the Company having the rights as set out in these Articles.

"C4 Hurdle" means the amount determined by the Board (with Investor Consent) after making their best estimate of the value of the Company prior to the issue and allotment of any C4 Ordinary Shares, as evidenced by the minutes of the relevant meeting of the Board or any subscription agreement relating to the C4 Ordinary Shares and also by way of a legend on the relevant share certificate, provided that the C4 Hurdle may be adjusted from time to time by the Board (with Investor Consent) in such manner as it may determine, acting fairly and reasonably, in order to take in to account any Adjustment Event, acquisition, disposal, distribution or sale of less than all of the outstanding shares of the Company (or any other event or circumstance which relates to or affects the Company's share capital or the value thereof), in each case, which occurs after the Investment Date.

"C4 Ordinary Shares" means the C4 ordinary shares of £0.01 each in the capital of the Company having the rights as set out in these Articles.

"C5 Hurdle" means the amount determined by the Board (with Investor Consent) after making their best estimate of the value of the Company prior to the issue and allotment of any C5 Ordinary Shares, as evidenced by the minutes of the relevant meeting of the Board or any subscription agreement relating to the C5 Ordinary Shares and also by way of a legend on the relevant share certificate, provided that the C5 Hurdle may be adjusted from time to time by the Board (with Investor Consent) in such manner as it may determine, acting fairly and reasonably, in order to take in to account any Adjustment Event, acquisition, disposal, distribution or sale of less than all of the outstanding shares of the Company (or any other event or circumstance which relates to or affects the Company's share capital or the value thereof), in each case, which occurs after the Investment Date.

"C5 Ordinary Shares" means the C5 ordinary shares of £0.01 each in the capital of the Company having the rights as set out in these Articles.

"C6 Hurdle" means the amount determined by the Board (with Investor Consent) after making their best estimate of the value of the Company prior to the issue and allotment of any C6 Ordinary Shares, as evidenced by the minutes of the relevant meeting of the Board or any subscription agreement relating to the C6 Ordinary Shares and also by way of a legend on the relevant share certificate, provided that the C6 Hurdle may be adjusted from time to time by the Board (with Investor Consent) in such manner as it may determine, acting fairly and reasonably, in order to take in to account any Adjustment Event, acquisition, disposal, distribution or sale of less than all of the outstanding shares of the Company (or any other event or circumstance which relates to or affects the Company's share capital or the value thereof), in each case, which occurs after the Investment Date.

"C6 Ordinary Shares" means the C6 ordinary shares of £0.01 each in the capital of the Company having the rights as set out in these Articles.

"call" has the meaning set out in Article 47.1.

"call notice" has the meaning set out in Article 47.1.

"call payment date" has the meaning set out in Article 51.

"Called Shareholders" has the meaning set out in Article 16.1.

"Called Shares" has the meaning set out in Article 16.1.

"Cap", "Capped", "Capped Amount" and "Capping" shall be construed in accordance with Article 7 and Article 12.3(b).

"capitalised sum" has the meaning set out in Article 69.

"Catch Up Securities" has the meaning set out in Article 8.6(b).

"Cessation Date" means the date that is the earlier of:

- (a) the relevant shareholder ceasing to be an Employee; and
- (b) the relevant Employee serving or being served a notice to terminate his Service Agreement.

"Chairperson" means the chairperson of the Board appointed pursuant to Article 19 or Article 34.

"chairperson of the meeting" has the meaning set out in Article 73.

"Co-Investment Scheme" has the meaning set out in Article 11.2(c).

"Companies Acts" has the meaning set out in section 2 of the 2006 Act.

"Company's lien" has the meaning set out in Article 45.1.

"Conflicted Director" has the meaning set out in Article 36.1.

"Conflict Situation" has the meaning set out in Article 36.1.

"Controlling Interest" means an interest in shares (as defined in Schedule 1 of the 2006 Act) conferring in aggregate more than 50% of the total voting rights conferred by all the shares in the equity share capital of the Company for the time being in issue.

"Cost" means, in respect of each Relevant Share, the acquisition cost of such Relevant Share on the first occasion on which that Relevant Share was acquired (whether by way of transfer or subscription) by the relevant Leaver or any Permitted Transferee of such Leaver (excluding an acquisition from that Leaver or any Permitted Transferee of such Leaver).

"Deed of Adherence" means a deed of adherence to the Investment Agreement substantially in the form set out in the Investment Agreement.

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

"Disposal" means the sale or other disposal (whether by one transaction or a series of related transactions) of:

- (c) the whole or a substantial part of the business and assets of the Company (other than to another Group Company); or
- (d) 50% or more of the issued share capital of any Group Company (other than the Company) to the extent it comprises the whole or a substantial part of the business and assets of the Group,

excluding, for these purposes, any reorganisation of the Group in accordance with clause 5.13 of the Investment Agreement and/or any acquisition of shares in the capital of Newco2 pursuant to the Newco2 Call Options (as defined in the Investment Agreement).

"distribution recipient" has the meaning set out in Article 64.

"document" includes, unless otherwise specified, any summons, notice, order, register, certificate or other legal process and includes any such document sent or supplied in electronic form.

"eligible director" means a director who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting (but excluding any director whose vote is not to be counted in respect of the resolution in question).

"Employee" means a person who at the date of the adoption of these Articles or subsequently is employed or engaged (whether as a consultant or otherwise) by any Group Company and/or holds the office of director in, or is a member of, any Group Company.

"Employee Trust" means any trust established by the Board (with Investor Consent) to encourage or facilitate the holding of shares in the Company by bona fide Employees or by any section of such Employees, the trustees of which shall be such persons as the Board (including an Investor Director) shall agree.

"Equity Shares" means the A Ordinary Shares, the B Ordinary Shares and the C Ordinary Shares.

"Exit" has the meaning set out in the Investment Agreement.

"Exit Notice" has the meaning set out in Article 16.2.

"Exit Option" has the meaning set out in Article 16.1.

"Expert" means the auditor of the Company or (if the auditor declines to act for such purpose) an independent accountant nominated by the Board on behalf of the Company (with Investor Consent) acting as an expert and not as an arbitrator.

"Facilities Agreements" has the meaning set out in the Investment Agreement.



"Family Associate" means the husband, wife, civil partner or child (including adopted or step child) of the relevant person;

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

"Further Issue" has the meaning set out in Article 8.

"Good Leaver" means a person who is:

(a) a Leaver as a result of:

(i) his death;

(ii) his long term illness or disablement giving rise to permanent incapacity to continue in employment or engagement, as certified by an independent general medical practitioner (nominated or approved by the Board with Investor Consent) save where such incapacity has arisen as a result of the abuse of drugs or alcohol; or

(b) deemed to be a Good Leaver by the Board (with Investor Consent).

"Group" means the Company, Gravita Business Services Limited, Jeffreys Henry LLP, Newco2 and their Subsidiaries (if any) for the time being and "Group Company" means any of them.

"holder" in relation to shares means the person whose name is entered in the register of shareholders as the holder of the shares.

"Hurdle 1" means the C Hurdle that has the lowest numerical value.

"Hurdle 2" means the C Hurdle that has a higher value than Hurdle 1, but lower than Hurdle 3.

"Hurdle 3" means the C Hurdle that has a higher value than Hurdle 2, but lower than Hurdle 4.

"Hurdle 4" means the C Hurdle that has a higher value than Hurdle 3, but lower than Hurdle 5.

"Hurdle 5" means the C Hurdle that has a higher value than Hurdle 4, but lower than Hurdle 6.

"Hurdle 6" means the C Hurdle that has the highest numerical value.

"ICAEW Regulations" has the meaning set out in the Investment Agreement.

"instrument" means a document in hard copy form.

"Intermediate Leaver" means a person who is not a Good Leaver, a Bad Leaver or a Very Bad Leaver.

"Investment Agreement" means the investment agreement entered into on the Investment Date between (1) the Original Managers (2) the Original Chairperson (as defined therein), (3) the Company, (4) Gravita Midco Limited (previously Project Everest Midco Limited, (5) Gravita Bidco Limited (previously Project Everest Bidco Limited, (6) Tenzing Private Equity II LP and (7) Tenzing Private Equity LLP (as that agreement may be amended from time to time).

"Investment Date" means 12 February 2021.

"Investment Fund" has the meaning set out in Article 11.2(a)(ii).

"Investment Manager" has the meaning set out in Article 11.2(a)(i).

"Investor(s)" has the meaning set out in the Investment Agreement.

"Investor Affiliate" means, in relation to an Investor or any Investor Affiliate of that Investor:

- (a) any of its Subsidiaries, parent undertakings, or any Subsidiaries of such parent undertakings from time to time;
- (b) any Investment Manager of that Investor or Investor Affiliate and/or any Investment Fund managed by any such Investment Manager from time to time;
- (c) any person, from time to time, in which an Investor and/or Investor Affiliate (i) may have entered into or is proposing to enter into any direct or indirect agreement or arrangement in relation to the management or operation of, or the provisions of any other services to, that person and/or (ii) may have or is proposing to have a direct or indirect interest, including any portfolio company investee;
- (d) any person who controls or which is controlled, managed or advised or promoted by an Investor and/or Investor Affiliate; and/or
- (e) any trustee, manager, beneficiary, shareholder, partner, unitholder or other financier or participant in or of an Investor and/or Investor Affiliate.

"Investor Consent" means the prior written consent of an Investor Director or, if there is no Investor Director, the written consent of the Investor(s).

"Investor Director(s)" means the director(s) of the Company appointed by the Investor(s) under Article 18.1 or the Investment Agreement or his alternate or their alternates.

"Leaver" means:

- (a) an Employee (other than an Investor Director) who ceases to be an Employee for whatever reason and does not continue to be an Employee by reason of his status in relation to any Group Company; or
- (b) a shareholder who has breached any non-competition, non-solicitation or other restrictive covenants given by him under an Acquisition Agreement, the Investment Agreement and/or his Service Agreement.

"lien enforcement notice" has the meaning set out in Article 46.

"Listing" means the becoming effective of a listing of any Group Company's securities on a Stock Exchange or the granting of permission for any of any Group Company's securities to be traded on a Stock Exchange and the listing shall be treated as occurring on the day on which trading in the securities began.

"Majority Sellers" has the meaning set out in Article 16.1.

"Majority Sellers' Shares" has the meaning set out in Article 16.1.

"Manager Director" means the director of the Company appointed by the Managers' Representative under Article 21.1 or the Investment Agreement.

"Managers' Representative" has the meaning set out in the Investment Agreement.

"Market Price" means the market value of the shares concerned on the following assumptions and bases:

- (a) to disregard the rights and restrictions attached to the shares in respect of income, capital, voting and transfer;

- (b) to assume that the sale is on an arms' length basis between a willing vendor and a willing purchaser;
- (c) to disregard whether or not the shares represent a minority or majority interest;
- (d) to take no account of whether the shares do or do not carry control of the Company; and
- (e) if the Company is then carrying on business as a going concern, to assume that it will continue to do so in the same manner as immediately prior to the date of the Transfer Notice or deemed Transfer Notice giving rise to the valuation.

"Newco 2" has the meaning set out in the Investment Agreement.

"Observer" has the meaning set out in Article 20.

"Offered Shares" has the meaning set out in Article 13.2.

"Original Managers" has the meaning set out in the Investment Agreement.

"paid" means paid or credited as paid.

"participate" has, in relation to a directors' meeting, the meaning set out in Article 32.

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

"Permitted Transferee" means a person to whom shares are transferred in accordance with Article 11.

"persons entitled" has the meaning set out in Article 69.1.

"Pre-emption Purchasers" has the meaning set out in Article 13.6 and "Pre-emption Purchaser" means any one of them.

"proxy notice" has the meaning set out in Article 79.

"relevant director" means any director or former director of the Company or any associated company (within the meaning of section 256 of the 2006 Act).

"relevant loss" means any costs, charges, losses, expenses and liabilities which have been or may be incurred by a relevant director or other officer in the actual or purported execution or discharge of his duties or in the actual or purported exercise of his powers in relation to the affairs of the Company, any associated company (within the meaning of section 256 of the 2006 Act), any pension fund (including any occupational pension scheme) or any employees' share scheme of the Company or associated company.

"relevant rate" has the meaning set out in Article 51.2.

"Relevant Securities" means all shares, rights to subscribe for shares or to receive them for no consideration and all securities convertible into shares, but excluding:

- (a) any C Ordinary Shares that are to be issued in accordance with clause 10 of the Investment Agreement or otherwise (in each case with Investor Consent);
- (b) shares issued in order for the Company to comply with its obligations under the Articles (other than Article 8);

- (c) any shares to be allotted and issued to any Employee Trust (with Investor Consent); and
- (d) shares or securities convertible into shares issued either to fund or as consideration for an acquisition by the Company of shares or other securities in any company, body corporate or other person or the whole or part of any business or undertaking that, in each case, has received Board approval and Investor Consent.

"Registered Auditor" shall have the meaning given to the term "Registered Auditor" in the ICAEW Regulations.

"Relevant Audit Entity" means Gravita Audit Limited (registered number: 13172931), Jeffreys Henry LLP (registered number: OC306971), Gravita ABG LLP (registered number: OC391394) and each other Group Company who from time to time is a Registered Auditor.

"Relevant Shares" has the meaning set out in Article 12.3(a).

"Relevant Qualified Director" means a director of Topco who holds the Appropriate Qualification.

"Remuneration Committee" has the meaning set out in the Investment Agreement.

"Restricted Shares" means Capped Shares and shares restricted in accordance with Article 12.9.

"Sale" means:

- (a) the sale or other disposal (whether by one transaction or a series of related transactions) of 50% or more of the issued share capital of the Company; or
- (b) where the purchaser(s) and its connected persons (within the meaning of section 252 of the CA 2006) or associated bodies corporate (within the meaning of section 256 of the 2006 Act), as appropriate, already hold shares in the capital of the Company, the sale or other disposal of such number of shares such that the purchaser(s) and his connected persons or associated bodies corporate, as appropriate, hold 50% or more of the issued share capital of the Company).

"Sale Price" has the meaning set out in Article 13.3.

"Service Agreement" has the meaning set out in the Investment Agreement.

"shareholder" means a person who is the holder of a share.

"shares" means shares in the Company.

"Stock Exchange" means London Stock Exchange plc (including AIM operated by London Stock Exchange plc) or any other recognised investment exchange (as defined in the Financial Services and Markets Act 2000) and their respective share dealing markets.

"Subsidiary" means a subsidiary (as defined in section 1159 of the 2006 Act) or a subsidiary undertaking (as defined in section 1162 of the 2006 Act) and "Subsidiaries" shall be construed accordingly.

"Third Party Purchaser" has the meaning set out in Article 16.1.

"Total Transfer Condition" has the meaning set out in Article 13.2.

"Transfer Notice" has the meaning set out in Article 13.1.

"transmittee" means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law.

"Underperformance Event" has the meaning set out in the Investment Agreement.

"Underperformance Notice" has the meaning set out in the Investment Agreement.

"Valuer" means the auditor of the Company or (if the auditor declines to act for such purpose) an independent accountant nominated by agreement between the Board (acting with Investor Consent) and the transferor(s) or, failing agreement within 10 Business Days, nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales.

"Very Bad Leaver" means a person who:

- (a) commits fraud; or
- (b) breaches any non-competition, non-solicitation or other restrictive covenants given by him under an Acquisition Agreement, the Investment Agreement and/or his Service Agreement; or
- (c) is a Senior Manager (as defined in the Investment Agreement) and is directly or indirectly, concerned, engaged, employed or interested in any business which is competitive with the Group.

"Winding Up" means:

- (a) summary winding up, creditors' winding up or a winding up on just and equitable grounds of the Company; or
- (b) voluntary or involuntary winding up of a Group Company which, in either case, holds all or substantially all of the assets of the Group, where the proceeds of such winding up have been received by the Company.

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods and "written" shall be construed accordingly.

### 3. Interpretation

#### 3.1 In these Articles:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) a reference to:
  - (i) "transfer of shares" or any similar expression shall be deemed to include, in respect of a share in the capital of the Company:
    - (A) any sale or other disposition of the legal or equitable interest in a share (including any voting right attached to a share);
    - (B) the creation of any mortgage, charge, pledge or other encumbrance over any legal or equitable interest in a share;
    - (C) any direction by a person entitled to an allotment or issue of shares that a share be allotted or issued to some other person; and
    - (D) any grant of an option to acquire, or agreement to enter into a grant of an option to acquire, any legal or equitable interest in a share;

- (ii) "person" includes any individual, firm, corporation, body corporate, association, partnership, trust, unincorporated association, employee representative body, government or state or agency or department thereof, executors, administrators or successors in title (whether or not having a separate legal personality);
  - (c) the table of contents and headings are for convenience only and do not affect the interpretation of these Articles; and
  - (d) general words shall not be given a restrictive meaning including, for the avoidance of doubt:
    - (i) if they are introduced by the word "other" or "including" or similar words by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing; or
    - (ii) by reason of the fact that they are followed by particular examples intended to be embraced by those general words.
- 3.2 Unless the context otherwise requires (or unless otherwise defined or stated in these Articles), words or expressions contained in these Articles shall have the same meaning as in the 2006 Act.

#### 4. Liability of shareholders

The liability of the shareholders is limited to the amount, if any, unpaid on the shares held by them.

### Share Capital, Rights and Transfers

#### 5. Share capital

- 5.1 Except as otherwise provided in these Articles the A Ordinary Shares, the B Ordinary Shares and the C Ordinary Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.
- 5.2 Whenever the Company has only one class of shares, unless otherwise authorised by these Articles, the directors shall not (save with Investor Consent) exercise any power of the Company pursuant to section 550 of the 2006 Act to allot shares or to grant rights to subscribe for, or convert any security into, any shares in the Company.
- 5.3 Subject to these Articles and specifically Article 8, but without prejudice to the rights attached to any existing share, the Company may (with Investor Consent) issue shares with such rights or restrictions as may be determined by ordinary resolution.
- 5.4 Subject to Article 8, the Company may (with Investor Consent) issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may (with Investor Consent) determine the terms, conditions and manner of redemption of any such shares.
- 5.5 Shares may be issued by the Company (with Investor Consent) which are nil, partly or fully paid.
- 5.6 Subject to the 2006 Act, the Company may purchase its own shares in accordance with section 692(1ZA) of the 2006 Act (as amended from time to time).

## 6. Rights attaching to shares

### 6.1 Income

The Equity Shares shall rank *pari passu* in respect of income. Notwithstanding any other provision of these Articles, no payment shall be declared or made by the Company by way of dividend or other distribution, purchase, redemption, reduction or return of shares or capital or in addition to or repayment of any dividend reserve in respect of the Equity Shares (or in respect of any class of them) (i) without Investor Consent and (ii) if and to the extent that, for so long as such payment is prohibited or restricted by any Facilities Agreement. For so long as any principal or interest remains outstanding under any Facilities Agreement, no dividend or other distribution payable in respect of shares, whether pursuant to these Articles or otherwise, shall constitute a debt enforceable against the Company unless permitted to be paid in accordance with such Facilities Agreement.

### 6.2 Capital

Subject to Article 6.3, as regards capital on a return of assets on liquidation, reduction of capital or otherwise (including a Winding Up), the surplus assets of the Company remaining after payment of its liabilities (including any loan notes or other debt securities issued by any Group Company) shall be applied as follows:

- (a) first, in paying to each holder of Equity Shares (equally as if they were one class of share) any dividends on the Equity Shares held by him which have been declared in accordance with Article 6.1 but have not been paid; and
- (b) thereafter, subject always to Article 6.3, in distributing the balance of such assets amongst the holders of the Equity Shares (equally as if they were one class of share) in proportion to the number of Equity Shares held by them.

### 6.3 Capped Shares and C Ordinary Shares

The allocation of surplus assets as provided in Article 6.2 shall be subject always to the following provisions:

- (a) no Capped Share shall be allocated any amount of surplus assets to the extent that (when taking account of any dividends or other distributions previously paid on that Capped Share) the aggregate amount allocated to it would exceed the relevant Capped Amount applicable to such Capped Share;
- (b) no C Ordinary Share shall be entitled to receive any allocation of surplus assets unless and until each A Ordinary Share and B Ordinary Share has been allocated an amount which in aggregate is equal to Hurdle 1 (as though they were one class of share), at which point the C Ordinary Shares shall participate in the allocation of surplus assets as follows:
  - (i) first, in distributing the balance of such surplus assets up to Hurdle 2 amongst the holders of the A Ordinary Shares, B Ordinary Share and the respective class of C Ordinary Share to which Hurdle 1 relates (equally as if they were one class of share) in proportion to the number of such shares held by them;
  - (ii) second, in distributing the balance of such surplus assets up to Hurdle 3 amongst the holders of the A Ordinary Shares, B Ordinary Shares and the respective classes of C Ordinary Share to which Hurdle 1 and Hurdle 2 relates (equally as if they were one class of share) in proportion to the number of such shares held by them;
  - (iii) third, in distributing the balance of such surplus assets up to Hurdle 4 amongst the holders of the A Ordinary Shares, B Ordinary Shares and the respective classes of C Ordinary Share to which Hurdle 1, Hurdle 2 and Hurdle 3 relates

(equally as if they were one class of share) in proportion to the number of such shares held by them;

- (iv) fourth, in distributing the balance of such surplus assets up to Hurdle 5 amongst the holders of the A Ordinary Shares, B Ordinary Shares and the respective classes of C Ordinary Share to which Hurdle 1, Hurdle 2, Hurdle 3 and Hurdle 4 relates (equally as if they were one class of share) in proportion to the number of such shares held by them;
- (v) fifth, in distributing the balance of such surplus assets up to Hurdle 6 amongst the holders of the A Ordinary Shares, B Ordinary Shares and the respective classes of C Ordinary Share to which Hurdle 1, Hurdle 2, Hurdle 3, Hurdle 4 and Hurdle 5 relates (equally as if they were one class of share) in proportion to the number of such shares held by them;
- (vi) thereafter, in accordance with Article 6.2(b); and
- (c) any part of the aggregate amount of surplus assets not allocated to any Capped Share and/or C Ordinary Share by reason of Articles 6.3(a) and/or 6.3(b) shall be allocated amongst the holders of the Equity Shares (equally as if they were one class of share) eligible to participate in the allocation concerned pro rata to their respective entitlements to participate in that allocation.

#### 6.4 Exit provisions

- (a) Upon a Sale, the shareholders who sell their shares in such Sale will be entitled to share in the proceeds of the Sale in the manner and order of priority set out in Article 6.2.
- (b) Upon a Disposal, the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in Article 6.2 provided always that if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, the shareholders (insofar as they are able to procure and they are lawfully able to do so) shall take any action required by the Investor(s) (including actions that may be necessary to put the Company into voluntary liquidation) to achieve a distribution in the manner and order of priority set out in Article 6.2.
- (c) Upon a Listing, the shareholders shall enter into such reorganisation of the share capital of the Company as they may agree or, in default, as the Investor(s) may specify, to ensure that the proceeds of such Listing are reallocated between the shareholders in the manner and order of priority set out in Article 6.2.

#### 6.5 Voting

- (a) Subject to Articles 6.5(b), 7.3(c) and 12.9, the holders of the Equity Shares shall have the right to receive notice of and attend and vote and speak at any general meeting of the Company and shall be entitled to vote on any written resolution of the Company. Subject to Articles 6.5(b), 7.3(c) and 12.9, and save, in each case, as provided otherwise in the 2006 Act, each such holder present in person or by proxy or by representative shall be entitled on a show of hands to one vote and on a poll or written resolution to one vote for each Equity Share held by him.
- (b) If an Underperformance Event subsists (in which case clause 14 of the Investment Agreement shall apply) then for the period while such Underperformance Event subsists (which shall commence on the date of an Underperformance Notice being served in writing to the Company), the voting rights conferred on the holders of A Ordinary Shares pursuant to Article 6.5(a) shall represent 95% of the voting rights attaching to all shares after the application of this enhancement until such time as such Underperformance Event no longer exists or the relevant Underperformance Notice has been withdrawn.



- (c) Save where an Underperformance Event subsists (where Article 6.5(b) instead applies), the voting rights conferred on the holders of A Ordinary Shares shall represent not less than 50.1% of the voting rights attaching to all shares and the voting rights of the other classes of share shall be reduced proportionately to give effect to this Article. If by the operation of Article 6.5(a) or 6.5(b) the holders of A Ordinary Shares would hold in excess of 50.1% of the voting rights attaching to all shares, the provisions of Article 6.5(a) or 6.5(b) (as appropriate) shall instead apply.

## 7. Capped Shares

7.1 The entitlement of a share to participate under Article 6.2 may be capped ("Capped", and any such share being a "Capped Share") at a specified maximum amount (its "Capped Amount"):

- (a) by agreement in writing between its then holder and the Board (with Investor Consent); or
- (b) as provided in this Article 7 or Article 12.

7.2 If a share is Capped, it shall remain so Capped unless and until otherwise agreed by written agreement between its then holder and the Board (with Investor Consent).

7.3 A Capped Share shall:

- (a) not carry any fixed or priority entitlement to receive its Capped Amount under Article 6.2 and its entitlement under that Article will be limited to that Capped Amount;
- (b) not entitle its holder to participate in any Further Issue or any other pre-emptive offer of shares under Article 8 or Article 13.6 or any issue of Catch Up Securities; and
- (c) cease to confer the right to be entitled to receive notice of or to attend or vote at any general meeting or on any written resolution of the Company or at any meeting or on any written resolution of the holders of any class of shares in the capital of the Company and such shares shall not be counted in determining the total number of votes which may be cast at any such meeting or required for the purposes of a written resolution of any shareholders or class of shareholders or any consent under these Articles or otherwise. Such rights shall be restored immediately upon a Sale or a Listing.

## 8. Further issues of shares

8.1 No Relevant Securities may be allotted and issued by the Company without Investor Consent.

8.2 Unless Investor Consent to the contrary is given and subject to Article 8.6:

- (a) any Relevant Securities to be granted or allotted and issued by the Company (a "Further Issue") shall first be offered to the holders of the Equity Shares (excluding Restricted Shares) by way of written offer in the same proportion as nearly as possible as the number of their existing holding of Equity Shares (excluding Restricted Shares) bears to the total number of Equity Shares (excluding Restricted Shares) in issue and such offers shall be open for acceptance for not less than 14 days from the latest date of despatch of the written offer to the shareholders;
- (b) each such offer shall be conditional upon the holder also subscribing for the same proportion of any debt instrument to be issued in connection with the issue of the Relevant Securities as nearly as possible as the number of Relevant Securities actually granted or allotted to the shareholder bears to the total number of Relevant Securities actually granted or allotted under the relevant Further Issue; and
- (c) when applying for his allocation, it shall be open to each such holder to specify the number of Relevant Securities in excess of his proportionate entitlement for which he is willing to subscribe.

8.3 If the total number of Relevant Securities applied for pursuant to an offer made under Article 8.2 is:

- (a) equal to or less than the number of Relevant Securities available, the Relevant Securities shall be allocated in satisfaction of the applications received; or
- (b) more than the number of Relevant Securities available, the Board shall allocate Relevant Securities in accordance with the following formula. This formula shall be applied repeatedly until there are no Relevant Securities remaining to be allocated. Each application of the formula is referred to below as an "iteration".

$$A = \frac{B}{C} \times D$$

A is the number of Relevant Securities to be allocated to the relevant shareholder in the iteration.

B is the number of Equity Shares (excluding Restricted Shares) held by the relevant shareholder.

C is the number of Equity Shares (excluding Restricted Shares) held by all the shareholders to whom the iteration is being applied.

D is the number of Relevant Securities or, after the first iteration, the number of Relevant Securities remaining unallocated by previous iterations.

If in any iteration, a shareholder would be allocated more than all of the Relevant Securities for which he applied (including allocations from previous iterations) then any excess will not be allocated to that shareholder, who will cease to take part in any further iterations, and the excess Relevant Securities will be available for allocation in the next iteration.

8.4 The Board shall notify each shareholder who applied for Relevant Securities of the number of Relevant Securities that have been allocated and the persons to whom they have been allocated. The notification shall include the place and time (being not later than 14 days after the latest date by which applications had to be received) at which the allotment of the Relevant Securities shall be completed provided that where a debt instrument is also to be issued, each shareholder must also subscribe and pay in full for his proportion of such debt instrument at the same time as he subscribes and pays for the Relevant Securities.

8.5 Any Relevant Securities and debt instrument not accepted or subscribed for by the shareholders shall be at the disposal of the directors who may (within a period of three months from the end of the last offer period under Article 8.2), subject to Investor Consent allot, grant options over or otherwise dispose of the same to such persons at a price per share and on terms no less favourable than that/those at which the same were offered to the holders of Equity Shares, and otherwise on such terms as they think proper.

8.6 The provisions of Article 8.2 shall have no application to the grant or allotment and issue by the Company of any Relevant Securities (i) while an Underperformance Event is subsisting (which shall commence on the date of an Underperformance Notice being served) or (ii) if so directed by the Investor(s) at any time and from time to time, in which case, the Company shall grant or allot and issue such Relevant Securities to any person(s) (including the Investor(s) or its nominee(s)) (the "Participant(s)") as the Investor(s) shall specify (the "Non Pre-emptive Offer") and the rights of pre-emption of the holders of Equity Shares (other than the Participant(s)) (the "Non Participants") shall be deemed to be waived in respect of any such grant or allotment and issue and the Non Participants shall take such actions as may be required to facilitate a Non Pre-emptive Offer, provided that:

- (a) as soon as reasonably practicable following the Non Pre-emptive Offer, and in any event no later than 14 days after the grant or allotment and issue of Relevant Securities

pursuant to the Non Pre-emptive Offer, the Company shall, on behalf of the Participant(s), offer to the Non Participants the right to acquire Catch Up Securities from the Participants (the "Subsequent Offer");

(b) for these purposes:

(i) "Catch Up Securities" means:

- (A) in relation to the Relevant Securities to be offered to each Non Participant, the number of Relevant Securities which that Non Participant would have been entitled to subscribe had the Non Pre-emptive Offer been made on a pre-emptive basis under Article 8.2; and
- (B) in aggregate (in respect of all Relevant Securities to be offered to all Non Participants) such number of Relevant Securities as is necessary so that, if the Subsequent Offer were accepted, in full by all Non Participants, each offeree would hold the number of Relevant Securities referred to in paragraph (A);

- (ii) the Subsequent Offer shall remain open for at least 42 days (unless a longer period is otherwise determined by the Investor(s)) and otherwise be effected as nearly as possible in accordance with the provisions of Articles 8.2 to 8.5 (inclusive) which shall be deemed to apply to such Subsequent Offer as if set out in this Article 8.6 in full with appropriate modifications;
- (iii) the payment terms and price at which Relevant Securities shall be offered for sale to Non Participants shall be equal to the price paid for the Relevant Securities granted or allotted and issued in the Non Pre-emptive Offer and the Relevant Securities shall rank *pari passu* with the Relevant Securities allotted and issued to the Participants;
- (iv) each such offer of Catch Up Securities shall be conditional upon the Non Participants also acquiring the same proportion of any other securities (including loan notes, deep discount bonds or other debt instruments) subscribed by the Participant(s) at the same time as the Relevant Securities provided that such other securities are on the same terms and *pari passu* ranking as those securities subscribed for by the Participants;
- (v) the Catch Up Securities shall be offered, and to the extent necessary (having regard to the take up of the offer) transferred, to Non Participants under the Subsequent Offer by the Participant(s) in the proportions in which the Participant(s) subscribed for the Relevant Securities (and, notwithstanding any other provision of these Articles, the Participant(s) shall not be entitled to transfer any of such Relevant Securities otherwise than in accordance with this Article 8.6 before completion of the Subsequent Offer);
- (vi) completion of any sale of Relevant Securities in accordance with this Article 8.6 shall be effected as soon as reasonably practicable following the completion of the Subsequent Offer at such time as the Company shall designate and shall in any event occur before any Sale, Disposal or Listing; and
- (vii) the Participant(s) hereby irrevocably and unconditionally authorise the Company to act on its behalf as agent for the purpose of giving effect to the provisions of this Article 8.6.

8.7 Pursuant to section 567 of the 2006 Act, sub-section (1) of section 561 of the 2006 Act and sub-sections (1) to (5) inclusive of section 562 of the 2006 Act shall be excluded from applying to the Company.

## 9. Dispute

In the event of disagreement as to whether any dividend, shares or Relevant Securities shall be due under the provisions of these Articles to the holders of any class of share capital in the Company, or as to the amount of such dividend or number of such shares or Relevant Securities or Capped Amount, any such disagreement shall be referred to an Expert whose decision shall be final and binding (save in the case of fraud or manifest error) and the costs of such Expert shall be borne equally by the parties to the dispute or disagreement or as the Expert shall otherwise determine.

## 10. Variation of class rights

10.1 Whenever the share capital of the Company is divided into different classes of shares, the rights attached to any class may, whether or not the Company is subject to a Winding Up, be varied, modified, abrogated or cancelled only with the consent in writing of the holders of 75% of the issued shares of that class, other than if and for so long as an Underperformance Event is subsisting (which shall commence on the date of an Underperformance Notice being served).

10.2 Without prejudice to the generality of Article 10.1, the rights attached to the A Ordinary Shares as a class shall be deemed to be varied by:

- (a) the creation, allotment or issue of any shares or securities by any Group Company or the grant of any option or other right to require the allotment or issue of them other than in accordance with the provisions of these Articles and the Investment Agreement;
- (b) the modification, variation, alteration or abrogation of the rights attached to any of the classes of share capital of any Group Company;
- (c) the alteration, increase, reduction, consolidation, sub-division, re-denomination or other re-organisation of any Group Company's issued share capital or any part of it other than in accordance with the provisions of these Articles or the Investment Agreement;
- (d) the passing of any resolution amending the Articles or any articles of association of a Group Company;
- (e) the purchase, redemption or any distribution of capital profits or reserves of any Group Company in respect of any shares otherwise than in accordance with the provisions of the Articles; or
- (f) the application by way of capitalisation of any sum in or towards paying any debenture or debenture stock (whether secured or unsecured) of any Group Company.

## 11. Permitted transfers

11.1 A transfer of shares may be made to any person with Investor Consent.

11.2 Notwithstanding any other provision of these Articles, a transfer of A Ordinary Shares may be made with Investor Consent without restriction as to price or otherwise (and any such transfers shall be registered by the directors) between:

- (a) any shareholder (or a nominee of a shareholder) who is:
  - (i) a person whose principal business is to make, manage or advise upon investments (an "Investment Manager"); or
  - (ii) a fund, partnership, company, investment trust, syndicate or other entity whose principal business is to make investments and whose business is managed or advised by an Investment Manager (an "Investment Fund"); or
  - (iii) a nominee of an Investment Manager or an Investment Fund; or

- (iv) an Investor or a nominee of an Investor or an Investor Affiliate or nominee of an Investor Affiliate,

and:

- (b) where that shareholder is an Investment Manager or a nominee of an Investment Manager:

- (i) any participant or partner in or shareholder of any Investment Fund in respect of which the shares to be transferred are held (but only in connection with the dissolution of such Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course); or
- (ii) any Investment Fund whose business is managed or advised by the Investment Manager who is or whose nominee is the transferor; or
- (iii) any other Investment Manager who manages or advises the business of the Investment Fund in respect of which the shares are held;

or:

- (c) where that shareholder is an Investment Fund or nominee of an Investment Fund:

- (i) any participant or partner in or shareholder of the Investment Fund which is or whose nominee is the transferor (but only in connection with the dissolution of such Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course); or
- (ii) any other Investment Fund whose business is managed or advised by the same Investment Manager as manages or advises the Investment Fund which is or whose nominee is the transferor; or
- (iii) the Investment Manager who manages the business of the Investment Fund which is or whose nominee is the transferor; or
- (iv) any co-investment scheme, being a scheme under which certain officers, employees or partners of such Investment Fund or its adviser or manager are entitled (as individuals or through a body corporate or any other vehicle) to acquire shares which the Investment Fund would otherwise acquire ("Co-Investment Scheme") and any person holding shares in connection with a Co-Investment Scheme may at any time transfer any share:
  - (A) to another person which holds or is to hold shares in connection with such Co-Investment Scheme; and/or
  - (B) to any person on their becoming entitled to the same under the terms of such Co-Investment Scheme,

or

- (d) where that shareholder is an Investor or nominee of an Investor or an Investor Affiliate or nominee of an Investor Affiliate:

- (i) any Investor Affiliate or nominee of any Investor Affiliate; or
- (ii) an Investor or nominee of an Investor.

- 11.3 Notwithstanding any other provision of these Articles, a transfer of A Ordinary Shares may be made with Investor Consent without restriction as to price or otherwise (and any such transfers shall be registered by the directors) in accordance with clause 18 of the Investment Agreement.
- 11.4 Notwithstanding any other provision of these Articles, a transfer of B Ordinary Shares may be made without restriction as to price or otherwise by any holder of B Ordinary Shares (the "Original Holder") to a Family Associate of such holder of B Ordinary Shares, subject always to:
- (a) the provisions of article 11.5; and
  - (b) the Original Holder retaining at least 51% of their B Ordinary Shares acquired on the Investment Date;
  - (c) any transferee of Shares pursuant to this article 11.4 granting a power of attorney in favour of the Original Holder (in a form satisfactory to the Investor, acting reasonably) for the purpose of exercising any voting and other rights which attach to or arise in respect of any of the transferred Shares, receive notices of and attend all meetings of any members of the Company and generally approving or executing documents and doing any acts or things in relation to any of the transferred Shares and as the attorney thinks fit;
  - (d) the Investor (acting reasonably) being satisfied that the provisions of Article 16 shall continue to apply to and be enforceable against the transferee; and
  - (e) documentation is entered into in a form approved by the Investor.
- 11.5 If a person in whose favour a transfer of Shares was made pursuant to article 11.4 shall cease to be a Family Associate of the Original Holder then, within seven days of such cessation he shall either (i) transfer the legal and beneficial title to the Shares back to the Original Holder, or transfer the Shares to any other person who is a Family Associate of the Original Holder, or, (ii) give notice in writing to the Company of the fact that he has ceased to be a Family Associate of the Original Holder and, unless the Directors determine otherwise at the relevant time, there shall be deemed to have been given on the date on which the Directors become aware of such cessation (however they become so aware) a Transfer Notice in respect of all Shares held by such person and any Associate of such person provided that in the event of the death of a person in whose favour a Permitted Transfer was made pursuant to article 11.4, the person by whom such Permitted Transfer was made shall have a period of 30 days within which to re-acquire the Shares so transferred, failing which a Transfer Notice shall be deemed to have been given in respect of those Shares.
- 11.6 Any shareholder may with Investor Consent transfer shares to the trustees of any Employee Trust and the trustees of any Employee Trust may with Investor Consent transfer any shares:
- (a) upon change of trustees, to the new or remaining trustee or trustees for the time being of any Employee Trust; and
  - (b) to any bona fide Employees on their becoming entitled to the same under the terms of any Employee Trust.
12. Mandatory transfers
- 12.1 A person entitled to a share or shares in consequence of the death of a shareholder (save where such shareholder becomes a Leaver) or the bankruptcy of a shareholder:
- (a) shall be deemed to have served the Company with a Transfer Notice in respect of all such share(s) on the date of death or bankruptcy (as appropriate); and
  - (b) shall be bound by any notice given to the shareholder in respect of the shares.

- 12.2 If a corporate shareholder either suffers or resolves for the appointment of a liquidator, administrator or administrative or other receiver over it or any material part of its assets or enters into an arrangement with its creditors, the relevant shareholder shall be deemed to have given a Transfer Notice in respect of all the shares held by it as at the date of such liquidation, administration or other receivership or arrangement.
- 12.3 Unless Investor Consent to the contrary is given, if a person becomes a Leaver, the Board (with Investor Consent) or an Investor Director may at any time thereafter serve a notice on the Leaver concerned notifying him that:
- (a) he and any Permitted Transferee of his shall be deemed to have served a Transfer Notice on the Cessation Date or the Breach Date (as applicable) in respect of some or all (as specified in such notice from the Board (with Investor Consent) or an Investor Director) of the C Ordinary Shares and, only where the Leaver is a Very Bad Leaver, B Ordinary Shares held by that Leaver and any Permitted Transferee of that Leaver (the "Relevant Shares") and any existing Transfer Notice relating to the Relevant Shares or any of them in force at the Cessation Date or the Breach Date (as the case may be) shall immediately be cancelled (unless the transferee(s) are bound to pay for such shares and the transferor(s) are bound to transfer them in accordance with Article 13.7) and no further Transfer Notice shall be issued or be deemed to be issued in respect of the Relevant Shares except pursuant to this Article 12.3; and/or
  - (b) some or all (as specified in such notice from the Board (with Investor Consent) or an Investor Director) of the C Ordinary Shares and, only where the Leaver is a Very Bad Leaver, B Ordinary Shares held by that Leaver and any Permitted Transferee of that Leaver shall be Capped such that the Capped Amount of each such Share shall be an amount equal to the amount which such Leaver and any Permitted Transferee of that Leaver would have been entitled to had such Share been subject to a deemed Transfer Notice (served in accordance with Article 12.3(a)) at the Cessation Date or the Breach Date (as applicable). Such Capping shall take effect upon the giving of that notice and the holder of such Capped Shares shall promptly and in any event within 14 days of such notice surrender to the Company the certificates for the Shares so Capped for endorsement as Capped Shares.
- 12.4 The price for the Relevant Shares held by the Leaver and any Permitted Transferee of that Leaver shall be the price agreed by the Leaver and the Board (with Investor Consent) save that, if agreement is not reached within 14 days of the date of the notice served by the Board (with Investor Consent) or an Investor Director on the Leaver concerned pursuant to Article 12.3 notifying him that he and any Permitted Transferee of his shall be deemed to have served a Transfer Notice, the Leaver or the Board (with Investor Consent) may refer determination of the price to a Valuer in accordance with the following provisions:
- (a) if the Leaver is a Good Leaver, the price payable for all of the Relevant Shares held by such Leaver and any Permitted Transferee of such Leaver shall be the Market Price as at the Cessation Date or the Breach Date (as applicable) in respect of such Relevant Shares;
  - (b) if the Leaver is an Intermediate Leaver, the price payable for all of the Relevant Shares held by such Leaver and any Permitted Transferee of such Leaver shall be:
    - (i) the Market Price as at the Cessation Date or the Breach Date (as applicable) in respect of the percentage of the Relevant Shares set out in column (2) of the table below; and
    - (ii) the lower of Market Price as at the Cessation Date or the Breach Date (as applicable) and Cost in respect of the percentage of the Relevant Shares set out in column (3) of the table below,

in each case, dependant on the period of time elapsed between the Acquisition Date and the Cessation Date or Breach Date (as applicable) (as indicated in column (1) of the table below).

(1) Cessation Date or Breach Date (as applicable)	(2) Percentage of Relevant Shares that have vested (calculated monthly on a linear basis)	(3) Percentage of Relevant Shares that have not vested (calculated monthly on a linear basis)
On or before the second anniversary of the Acquisition Date	0%	100%
After the second anniversary of the Acquisition Date and on or before the third anniversary of the Acquisition Date	25%	75%
After the third anniversary of the Acquisition Date and on or before the fourth anniversary of the Acquisition Date	50%	50%
After the fourth anniversary of the Acquisition Date	75%	25%

- (c) if the Leaver is a Bad Leaver, the price payable for all of the Relevant Shares held by such Leaver and any Permitted Transferee of such Leaver shall be the lower of Market Price as at the Cessation Date or the Breach Date (as applicable) and Cost in respect of such Relevant Shares; or
- (d) if the Leaver is a Very Bad Leaver, the price payable for all of the Relevant Shares held by such Leaver and any Permitted Transferee of such Leaver shall be £1.00 in aggregate.

12.5 Completion of the sale and transfer of any Relevant Shares under this Article 12 shall take place on a date to be agreed between the relevant Leaver and the relevant transferee(s) or the Board (with Investor Consent) and in any event shall take place within 30 days of the agreement or determination of the price for the Relevant Shares under this Article 12.

12.6 A Leaver that is determined to be:

- (a) a Good Leaver shall cease to be a Good Leaver and shall become an Intermediate Leaver if the Board (with Investor Consent) becomes aware of facts or circumstances that would have resulted in the Leaver being determined to be an Intermediate Leaver. In such circumstances, the relevant Leaver undertakes to repay to the transferee of the Relevant Shares the difference between the aggregate amount paid to the Leaver and any Permitted Transferee of such Leaver in respect of the Relevant Shares and the aggregate amount the Leaver and any Permitted Transferee of such Leaver would have received had the Leaver been determined to be an Intermediate Leaver;
- (b) a Good Leaver shall cease to be a Good Leaver and shall become a Bad Leaver if the Board (with Investor Consent) becomes aware of facts or circumstances that would have resulted in the Leaver being determined to be a Bad Leaver. In such circumstances, the relevant Leaver undertakes to repay to the transferee of the Relevant Shares the difference between the aggregate amount paid to the Leaver and any Permitted Transferee of such Leaver in respect of the Relevant Shares and the



aggregate amount the Leaver and any Permitted Transferee of such Leaver would have received had the Leaver been determined to be a Bad Leaver;

- (c) a Good Leaver shall cease to be a Good Leaver and shall become a Very Bad Leaver if the Board (with Investor Consent) becomes aware of facts or circumstances that would have resulted in the Leaver being determined to be a Very Bad Leaver. In such circumstances, the relevant Leaver undertakes to repay to the transferee of the Relevant Shares the difference between the aggregate amount paid to the Leaver and any Permitted Transferee of such Leaver in respect of the Relevant Shares and the aggregate amount the Leaver and any Permitted Transferee of such Leaver would have received had the Leaver been determined to be a Very Bad Leaver;
- (d) an Intermediate Leaver shall cease to be an Intermediate Leaver and shall become a Bad Leaver if the Board (with Investor Consent) becomes aware of facts or circumstances that would have resulted in the Leaver being determined to be a Bad Leaver. In such circumstances, the relevant Leaver undertakes to repay to the transferee of the Relevant Shares the difference between the aggregate amount paid to the Leaver and any Permitted Transferee of such Leaver in respect of the Relevant Shares and the aggregate amount the Leaver and any Permitted Transferee of such Leaver would have received had the Leaver been determined to be a Bad Leaver;
- (e) an Intermediate Leaver shall cease to be an Intermediate Leaver and shall become a Very Bad Leaver if the Board (with Investor Consent) becomes aware of facts or circumstances that would have resulted in the Leaver being determined to be a Very Bad Leaver. In such circumstances, the relevant Leaver undertakes to repay to the transferee of the Relevant Shares the difference between the aggregate amount paid to the Leaver and any Permitted Transferee of such Leaver in respect of the Relevant Shares and the aggregate amount the Leaver and any Permitted Transferee of such Leaver would have received had the Leaver been determined to be a Very Bad Leaver;
- (f) a Bad Leaver shall cease to be a Bad Leaver and shall become a Very Bad Leaver if the Board (with Investor Consent) becomes aware of facts or circumstances that would have resulted in the Leaver being determined to be a Very Bad Leaver. In such circumstances, the relevant Leaver undertakes to repay to the transferee of the Relevant Shares the difference between the aggregate amount paid to the Leaver and any Permitted Transferee of such Leaver in respect of the Relevant Shares and the aggregate amount the Leaver and any Permitted Transferee of such Leaver would have received had the Leaver been determined to be a Very Bad Leaver.

12.7 If at any time a Shareholder holding B Ordinary Shares and/or C Ordinary Shares breaches any non-competition, non-solicitation or other restrictive covenants given by him under an Acquisition Agreement, the Investment Agreement and/or his Service Agreement (whether or not the provisions of this Article 12 were previously exercised in respect of that person and whether or not he has previously been treated as a Good Leaver, an Intermediate Leaver or a Bad Leaver), then the Shareholder will be treated as a Very Bad Leaver and the provisions of this Article 12 shall then apply, mutatis mutandis.

12.8 Save where these Articles expressly provide otherwise, if in any case under the provisions of these Articles:

- (a) the Board requires a Transfer Notice to be given in respect of any shares; or
- (b) a person has become bound to give a Transfer Notice in respect of any shares,

and such a Transfer Notice is not duly given within a period of two weeks of demand being made or within the period allowed thereafter respectively a Transfer Notice shall be deemed to have been given at the expiration of the said period.

12.9

- (a) Unless Investor Consent to the contrary is given, the provisions of this Article 12.9 apply:
  - (i) from the Cessation Date or the Breach Date (as applicable), to any shares held by any Leaver or any Permitted Transferee of that Leaver;
  - (ii) to the extent that Article 12.9(a)(i) has not already applied, from the date of the Transfer Notice or deemed Transfer Notice served under the provisions of this Article 12, to any shares which become subject to a Transfer Notice or deemed Transfer Notice;
  - (iii) from the date of issue, to any shares issued to any person who has shares subject to Article 12.9(a)(i) and/or Article 12.9(a)(ii) where such shares are issued after the Cessation Date, the Breach Date or the date of such Transfer Notice or deemed Transfer Notice (as the case may be) (whether by virtue of the exercise of any right or option granted or arising by virtue of the holding of the shares or otherwise).
- (b) Any shares to which this Article 12.9 applies:
  - (i) shall cease to confer the right to be entitled to receive notice of or to attend or vote at any general meeting or on any written resolution of the Company or at any meeting or on any written resolution of the holders of any class of shares in the capital of the Company and such shares shall not be counted in determining the total number of votes which may be cast at any such meeting or required for the purposes of a written resolution of any shareholders or class of shareholders or any consent under these Articles or otherwise. Such rights shall be restored immediately upon a Sale, a Listing or the Company registering a transfer of the relevant shares pursuant to these Articles; and
  - (ii) shall not entitle its holder to participate in any Further Issue or any other pre-emptive offer of shares under Article 8.1 or Article 13.5 or any issue of Catch Up Securities.

For the avoidance of doubt, the provisions of this Article 12.9 shall not affect the economic rights attaching to or the Market Price of any shares to which this Article 12.9 applies.

12.10 For the avoidance of doubt, the provisions of this Article 12 shall not apply to the A Ordinary Shares.

### 13. Pre-emption procedure

13.1 Except as permitted in these Articles, any shareholder who desires to transfer (or enter into an agreement to transfer) any interest in his shares must first obtain Investor Consent to such transfer and offer them to the other shareholders whether or not of the same class in accordance with this Article 13. The offer may be in respect of all or part only of the shares held by the proposing transferor and shall be made by the proposing transferor by notice in writing to the Company (a "Transfer Notice") such Transfer Notice being given with prior Investor Consent.

13.2 The Transfer Notice shall specify the number and class of shares offered (the "Offered Shares") and the name and address of the proposed transferee(s) (if any). Save where it is required or deemed to be given under Article 12, the Transfer Notice may contain a provision that, unless all the Offered Shares are sold under this Article, none shall be sold ("Total Transfer Condition") and that provision shall have effect. The Transfer Notice shall constitute the directors as the agent of the proposing transferor for the sale of the Offered Shares at the Sale Price. Upon receipt, the Company shall send the Investor(s) a copy of the Transfer Notice (or if appropriate, notify the Investor(s) that a Transfer Notice is deemed to have been given). Save for as set out in Article 14.3, a Transfer Notice may not be varied or revoked other than with Investor Consent.

13.3 The Sale Price means:

- (a) in the case of a deemed Transfer Notice in respect of the Relevant Shares held by a Leaver and any Permitted Transferee of that Leaver, the price determined in accordance with Article 12.4;
- (b) in the case of a deemed Transfer Notice (other than where Article 13.3(a) applies), the Market Price as at the date of the deemed Transfer Notice as agreed between the transferor and the Board (with Investor Consent) save that if agreement is not reached within 10 Business Days of the day on which the Transfer Notice is deemed to be given, either the transferor or the Board (with Investor Consent) may refer determination of the Market Price to a Valuer; and
- (c) in all other cases, the price specified in the Transfer Notice by the proposing transferor or, if none is specified, the Market Price as at the date of the Transfer Notice as agreed between the transferor and the Board (with Investor Consent) save that if agreement is not reached within 10 Business Days of the day on which the Transfer Notice is given, either the transferor or the Board (with Investor Consent) may refer determination of the Market Price to a Valuer.

13.4 As soon as practicable after determination of the Sale Price some or all of the Offered Shares, to the extent they are Relevant Shares held by a Leaver and any Permitted Transferee of that Leaver, will be offered by the Board as directed by the Remuneration Committee (with Investor Consent) as follows:

- (a) to:
  - (i) one or more Board Invitees;
  - (ii) any Employee Trust; or
  - (iii) any other person to hold as nominee pending allocation (the identity of any such person having Investor Consent); and/or
- (b) to the Company (to the extent that such purchase is permitted by the Companies Acts).

Any Offered Shares declined by any of a Board Invitee, an Employee Trust, a nominee and/or the Company in accordance with this Article 13.4 or not accepted by or within 20 Business Days of the offer to it being made will immediately be offered to the shareholders as set out below.

13.5 As soon as practicable after the determination of the Sale Price (and provided the Transfer Notice has not been withdrawn in accordance with Article 14.3), the directors shall give notice to all the shareholders (other than the proposing transferor, the holders of Capped Shares and Leavers) of the number and description of the Offered Shares (excluding any which have been taken up by a Board Invitee, any Employee Trust, a nominee and/or the Company under Article 13.4), the Sale Price and whether or not the Offered Shares are subject to a Total Transfer Condition. The notice shall invite each of the shareholders (other than the proposing transferor, the holders of Capped Shares and Leavers) to state in writing to the Company within 20 Business Days of such notice being given whether he is willing to purchase any of the remaining Offered Shares, and if so the maximum number. The directors shall at the same time give a copy of the notice to the proposing transferor.

13.6 On the expiration of the 20 Business Day period referred to in Article 13.5 the directors shall allocate the remaining Offered Shares to or amongst the shareholders who have accepted the invitation ("Pre-emption Purchasers") and such allocation shall be made so far as practicable as follows:

- (a) the Offered Shares shall be allocated to the extent they are Pre-emption Purchasers, pro rata to their existing holdings (as if they held a single class of share) but so that the

number allocated shall not exceed the maximum which such holders have expressed a willingness to purchase;

- (b) each allocation between the holders of any class shall in the case of competition be made pro rata to the number of shares of that class held by them but shall not exceed the maximum which such holders have expressed a willingness to purchase; and
  - (c) if the Transfer Notice contains a valid Total Transfer Condition, no allocation will be made unless all the Offered Shares are allocated.
- 13.7 On the allocation being made, the directors shall give details of the allocation in writing to the proposing transferor and each Pre-emption Purchaser and, on the fifth Business Day after such details are given, the Pre-emption Purchasers to whom the allocation has been made shall be bound to pay the Sale Price for, and to accept a transfer of, the Offered Shares allocated to them respectively and the proposing transferor shall be bound, on payment of the Sale Price, to transfer the Offered Shares to the respective Pre-emption Purchasers to whom the allocation has been made.
- 13.8 If the proposing transferor after becoming bound to transfer any or all of the Offered Shares fails to do so, the Company may receive the Sale Price and the directors may appoint a person (acting as agent for the transferor(s)) to execute instruments of transfer of the Offered Shares in favour of the Pre-emption Purchasers to whom the allocation has been made and shall (subject only to stamping of the transfers, if required) cause the names of those Pre-emption Purchasers to be entered in the register of shareholders of the Company as the holders of the Offered Shares and shall hold the Sale Price on trust for the proposing transferor. The receipt of the Company shall be a good discharge to those Pre-emption Purchasers and, after their names have been entered in the register of shareholders of the Company under this provision, the validity of the transactions shall not be questioned by any person.
- 13.9 If, following the expiry of the 20 Business Day period referred to in Article 13.5, any of the Offered Shares have not been allocated under Article 13.6, the proposing transferor may at any time within a period of three months after the expiry of such 20 Business Day period transfer the Offered Shares not allocated to any person and at any price (being not less than the Sale Price) provided that:
- (a) if the Transfer Notice contained a Total Transfer Condition, he shall not be entitled to transfer any of the Offered Shares unless in aggregate all the Offered Shares are so transferred;
  - (b) the directors may require to be satisfied that those shares are being transferred under a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance to the proposed purchaser and, if not so satisfied, may refuse to register the instrument of transfer (without prejudice, however, to the directors' absolute discretion to refuse to approve or register any transfer of shares in the circumstances described in Article 17); and
  - (c) the transferor has not failed or refused to provide promptly information available to him and reasonably requested by the directors for the purpose of enabling them to form the opinions mentioned above,

provided always that in all cases Investor Consent has been given to such transfer and this Article shall not apply to shares in respect of which a Transfer Notice is deemed to have been served in accordance with Article 12.

#### 14. Valuation

- 14.1 Any Valuer appointed under these Articles shall be considered to be acting as an expert and not as an arbitrator and its decision shall be final and binding on the parties (in the absence of fraud or manifest error).

- 14.2 The Board will give the Valuer access to all accounting records or other relevant documents of the Company subject to them agreeing such confidentiality provisions as the Board (with Investor Consent) may reasonably impose.
- 14.3 The Valuer shall be requested to reach its determination within 20 Business Days of its appointment and to notify the Board and the Investor(s) of its determination. The Board shall deliver a copy of the determination to the relevant transferor(s) (or their agent) as soon as reasonably practicable after receipt. Save where the valuation relates to a Transfer Notice which is required or deemed to be given under Article 12, the transferor may revoke the Transfer Notice by written notice to the Company within five Business Days of the service on him (or his agent) of the Valuer's determination.
- 14.4 The fees, expenses and any other charges of the Valuer in respect of a valuation shall be borne:
- (a) by the relevant transferor if the last price proposed by the Board (with Investor Consent) before the matter was referred to the Valuer was within 10% of the price certified by the Valuer; or
  - (b) by the Company in all other circumstances.
15. Tag along
- 15.1 Except as permitted by Article 11 or required by Article 12, no sale or transfer of interest in any Equity Shares may be made or validly registered if, as a result of such sale or transfer and registration, a Controlling Interest in the Company would be obtained by a person or persons Acting in Concert unless such persons are bona fide arms' length purchasers and have made an Approved Offer.
- 15.2 Any transfer of shares pursuant to an Approved Offer shall not be subject to the restrictions on transfer contained in these Articles.
16. Drag along
- 16.1 If the holders of A Ordinary Shares (the "Majority Sellers") wish to transfer all of their Equity Shares (the "Majority Sellers' Shares") to a purchaser or purchasers Acting in Concert (the "Third Party Purchaser") who would, as a result of such sale or transfer and registration, obtain a Controlling Interest in the Company, the Majority Sellers shall have the option (the "Exit Option") to require:
- (a) all the other shareholders; and
  - (b) any holders of any options or other rights to acquire or convert an interest into shares (which is fully and unconditionally exercisable) to exercise them,
- (together the "Called Shareholders") to sell and transfer all of their shares, including those allotted pursuant to such exercise or conversion (the "Called Shares") to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with the provisions of Articles 16.2 to 16.9 below.
- 16.2 The Majority Sellers may exercise the Exit Option by giving a written notice to that effect (an "Exit Notice") at any time before the transfer of the Majority Sellers' Shares to the Third Party Purchaser. An Exit Notice shall specify that the Called Shareholders are required to transfer all their Called Shares pursuant to this Article, the person to whom they are to be transferred, the form of consideration for which the Called Shares are to be transferred (the amount of consideration being apportioned between the Shares in accordance with Article 6.2) and the proposed date of transfer which shall be at least five Business Days after the date on which the Exit Notice is served.
- 16.3 Exit Notices shall be irrevocable but shall lapse if for any reason there is not a sale of the Majority Sellers' Shares by the Majority Sellers to the Third Party Purchaser within 30 Business Days

after the date of service of the Exit Notice. The Majority Sellers shall be entitled to serve further Exit Notices following the lapse of any particular Exit Notice.

- 16.4 The Called Shareholders shall be obliged to sell the Called Shares but only on the terms that that they shall be entitled to receive for their Called Shares an amount equal to the price that such Called Shareholder would otherwise be entitled to receive in accordance with Article 6.4 in respect of a Sale. The form of consideration for each class of Called Shares will be the same as that offered for each corresponding class of Majority Sellers' Shares being transferred by the Majority Sellers to the Third Party Purchaser (and for these purposes the Equity Shares shall be treated as one class of shares), save where the Managers' Representative agrees that the Called Shareholders will receive a different form (such as non-cash consideration) to the Majority Sellers or the same form but in different proportions to the Majority Sellers.
- 16.5 For the avoidance of doubt, the Investor(s) and its Permitted Transferees will not be required to provide the Third Party Purchaser with any representations, warranties or indemnities (save as to title and capacity) or give any restrictive covenants or undertakings.
- 16.6 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Majority Sellers' Shares unless the relevant Called Shareholder and the Majority Sellers agree otherwise.
- 16.7 The restrictions in Article 13 shall not arise on any transfer of shares to a Third Party Purchaser (or as they may direct) pursuant to a sale in respect of which an Exit Notice has been duly served in accordance with Article 16.2.
- 16.8 If any Called Shareholder fails to complete the sale of his Called Shares in accordance with this Article 16, he shall be deemed to have irrevocably appointed any person nominated for the purpose by the Majority Sellers to be his agent and attorney to execute all necessary transfer(s), power(s) of attorney relating to the rights attached to his Called Shares and indemnities for missing share certificate(s) on his behalf and, against receipt by the Company of the purchase monies or any other consideration payable for the Called Shares (held on trust for the relevant Called Shareholder), to deliver such transfer(s), power(s) and indemnities to the Third Party Purchaser (or as he may direct). The directors shall (subject only to stamping of the transfers, if required) immediately register the Third Party Purchaser (or as he may direct) as the holder of the relevant Called Shares. After the Third Party Purchaser (or his nominee) has been registered as the holder of the relevant Called Shares, the validity of such proceedings shall not be questioned by any person. It shall be no impediment to registration of shares under this Article 16.8 that no share certificate has been produced.
- 16.9 Upon any person, following the issue of an Exit Notice which has not lapsed, exercising a pre-existing option to acquire shares, whether or not such person is registered as a shareholder of the Company, an Exit Notice shall be deemed to have been served upon such person on the same terms as the previous Exit Notice who shall thereupon be bound to sell and transfer all such shares acquired by him to the Third Party Purchaser or as the Third Party Purchaser may direct and the provisions of this Article 16 shall apply mutatis mutandis to such person save that completion of the sale of such shares shall take place immediately upon the Exit Notice being deemed served on such person where completion of the transfer of the Called Shares has already taken place.
17. Registration
- 17.1 The directors shall refuse to register:
- (a) a purported transfer of any share not made under or permitted by Articles 11 to 13 (inclusive), Article 15 or Article 16;
  - (b) except where permitted by the Articles, a purported transfer of any share on a Sale where the proceeds of such Sale are not distributed in accordance with Article 6.4(a);

- (c) an allottee or transferee of shares or a person entitled to shares by transmission (unless he is already a party to the Investment Agreement, the transfer is pursuant to an Approved Offer or Investor Consent is given) until he has executed a Deed of Adherence under which he undertakes to adhere to and be bound by the provisions of the Investment Agreement as if he were an original party to it and an original copy of such Deed of Adherence has been delivered to the Company; and/or
  - (d) a transfer to an Employee or prospective Employee until such Employee has made an election pursuant to section 431(1) of the Income Tax (Earnings and Pensions) Act 2003, in the form prescribed by HMRC, to elect that the market value of the shares or securities covered by the election is to be calculated as if the shares or securities were not restricted and that sections 425 to 430 of the Income Tax (Earnings and Pensions) Act 2003 do not apply to such shares or securities.
- 17.2 The directors may in their absolute discretion refuse to register a transfer of any share, whether or not it is a fully paid share and whether or not the Company has a lien on such share (save that (in the absence of fraud) the directors shall have no such discretion in respect of and shall register a transfer of shares made under or permitted by Articles 11 to 13 (inclusive)).
- 17.3 For the purposes of ensuring that a transfer of shares is duly authorised or that no circumstances have arisen whereby a Transfer Notice is required to be given the directors may and shall at the written request of the Investor(s) and at the Company's expense request any shareholder or past shareholder or the personal representative or trustee in bankruptcy, administrative receiver or liquidator or administrator of any shareholder or any person named as transferee in any instrument of transfer lodged for registration to furnish to the Company such information and evidence as the directors may reasonably think fit regarding any matter which they may deem relevant to such purpose.
- 17.4 Failing such information or evidence being furnished to the reasonable satisfaction of the directors within 10 Business Days after such request or if such information or evidence discloses that the transfer was made in breach of these Articles (including that a Transfer Notice ought to have been given in respect of any shares):
- (a) the directors shall be entitled to refuse to register the transfer in question;
  - (b) the relevant shares shall cease to confer upon the holder of them (or any proxy) any rights:
    - (i) to vote on a show of hands or poll at a general meeting of the Company or at any meeting of the class of shares in question or on any written resolution of the Company or the class of shares in question (provided that such rights shall not cease if as a result of such cessation the Company shall become a Subsidiary of an Investor); or
    - (ii) to receive dividends or other distributions otherwise attaching to the shares or to receive any further shares issued in respect of those shares; and
  - (c) the directors may by notice in writing require that a Transfer Notice be given forthwith in respect of all the shares concerned.
- 17.5 Any transfer of a share by way of sale which is required to be made under these Articles will be deemed to include a warranty that the transferor sells with full title guarantee.
- 17.6 No share shall be issued or transferred to any undischarged bankrupt or a person who lacks mental capacity.

#### Investor Directors and Observer

18. The Investor Directors

- 18.1 The Investor(s) shall be entitled to appoint up to two persons as directors of the Company (each being an "Investor Director"), to remove from office any person so appointed and (subject to such removal) to appoint another person in his place. Article 24 shall not apply to an Investor Director appointed under this Article.
- 18.2 Upon request by the Investor, the Company shall procure that an Investor Director be appointed as a director of any Subsidiary. The Company shall procure that such Investor Director is not removed from his office as director of the relevant Subsidiary other than at the request of the Investor(s) or if he ceases to be a director of the Company.
- 18.3 Any appointment or removal of an Investor Director pursuant to Articles 18.1 or 18.2, shall be by signed instrument in writing served on the Company on behalf of the Investor and shall take effect on and from the date on which such instrument is lodged or deposited at the registered office of the Company or sent or supplied to such other address (including electronic address) designated for the purpose.
- 18.4 Subject to section 168 of the 2006 Act, on any resolution to remove an Investor Director, the shares held by the Investor(s) shall together carry at least one vote in excess of 75% of the votes exercisable in respect of that resolution at the general meeting at which such resolution is to be proposed or in respect of the total voting rights of shareholders eligible to vote on that resolution if proposed as a written resolution.
- 18.5 An Investor Director (and any alternate director appointed by him) shall be entitled to consider the interests of and make such disclosure to the Investors in relation to the business and affairs of the Group as he may in his absolute discretion determine.

19. Chairperson

The Investor(s) shall be entitled, in each case by notice in writing to the Company (following consultation with the Board), to appoint any person as Chairperson and director, to remove from office any person so appointed and (subject to such removal) to appoint another person in his place.

20. Observer

- 20.1 The Investor(s) shall be entitled to appoint one representative to attend and be present at all Board meetings, meetings of the board of directors of any Group Company and/or meetings of a committee of the Board or any board of any Group Company as an observer (each an "Observer") and to remove from that position any person so appointed and (subject to such removal) to appoint another person in his place.
- 20.2 Any appointment or removal of an Observer shall be by signed instrument in writing served on the Company (or the relevant Group Company, as appropriate) on behalf of the Investor(s) and shall take effect on and from the date on which such instrument is lodged or deposited at the registered office of the Company (or the relevant Group Company, as appropriate) or sent or supplied to such other address (including electronic address) designated for the purpose.
- 20.3 An Observer may speak at all Board meetings, meetings of the board of directors of any Group Company and/or meetings of a committee of the Board or any board of any Group Company but shall have no vote and no authority to bind the Company in any way.
- 20.4 The Observer shall be entitled to make such disclosure to the Investors in relation to the business and affairs of the Group as he may in his absolute discretion determine.



## 21. Managers' Representative

21.1 Whilst the Original Managers hold B Ordinary Shares which constitute at least 18% of the fully diluted share capital of the Company, the Managers' Representative may appoint themselves as a director of the Company ("Manager Director"). In the event the Manager Director:

- (a) becomes a Leaver (or who has been given notice of termination of employment);
- (b) commits an act of gross misconduct;
- (c) is summarily dismissed;
- (d) commits an act which would constitute gross misconduct or allow summary dismissal if the Managers' Representative were an employee of the Group;
- (e) is convicted of a criminal offence (other than a road traffic offence with a non-custodial sentence);
- (f) commits fraud;
- (g) breaches the restrictive covenants in clause 9.1 of the Investment Agreement; or
- (h) is directly or indirectly, concerned, engaged, employed or interested in any business which is competitive with the Group,

their appointment as a director of the Company may be terminated by the Investor(s) and such individual cannot be reappointed (however, for the avoidance of doubt, any replacement Managers' Representative appointed pursuant to clause 19.1(b) of the Investment Agreement may be appointed as the Manager Director in their place).

21.2 Any appointment or removal of a Manager Director pursuant to Article 21.1, shall be by signed instrument in writing served on the Company by the Managers' Representative and shall take effect on and from the date on which such instrument is lodged or deposited at the registered office of the Company or sent or supplied to such other address (including electronic address) designated for the purpose.

## Directors

### Number and appointment of directors

## 22. Number of directors

The number of directors (other than alternate directors) shall not be less than two.

## 23. Methods of appointing directors

23.1 Subject to these Articles and prior Investor Consent, any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director by ordinary resolution or by a decision of the directors and any director (other than an Investor Director or the Manager Director) may be removed by ordinary resolution or by a decision of the directors, in each case, with Investor Consent).

23.2 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee of the last shareholder to have died or to have had a bankruptcy order made against him, as the case may be, shall have the right, by notice in writing to the Company, to appoint any one person to be a director, provided such person is a natural person in accordance with section 155 of the 2006 Act and provided such person is willing to be so appointed and is otherwise permitted by law to be a director of the Company.

- 23.3 For the purposes of Article 23.2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.
- 23.4 Without prejudice to Article 18.1, the Investor(s) shall be entitled to appoint any other person(s) as (a) director(s) of the Company, to remove from office any person appointed as a director and (subject to such removal) to appoint another person in his place.
- 23.5 Any appointment or removal of an director pursuant to Article 23.4, shall be by signed instrument in writing served on the Company on behalf of the Investor(s) and shall take effect on and from the date on which such instrument is lodged or deposited at the registered office of the Company or sent or supplied to such other address (including electronic address) designated for the purpose.

## 24. Termination of director's appointment

A person ceases to be a director as soon as:

- (a) that person ceases to be a director by virtue of any provision of the 2006 Act or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (e) by reason of that person's mental health, a court having jurisdiction (whether in the United Kingdom or elsewhere) makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- (f) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms;
- (g) save in the case of an Investor Director, that person has, for more than six consecutive months, been absent without permission of the directors from meetings of directors held during that period and the directors make a decision that that person's office be vacated; or
- (h) the Investor(s) from time to time serves notice to the Company to remove such person (including the Chairperson) as a director.

### Directors' powers and responsibilities

## 25. Directors' general authority

Subject to these Articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

## 26. Shareholders' reserve power

- 26.1 The shareholders may, by special resolution and with Investor Consent, direct the directors to take, or refrain from taking, specified action.
- 26.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

27. Directors may delegate

27.1 Subject to these Articles and with Investor Consent, the directors may delegate any of the powers which are conferred on them under these Articles:

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

as they think fit (including whether any such delegation shall be made either collaterally with or to the exclusion of the powers otherwise conferred on the directors under these Articles).

27.2 If the directors so specify, acting with Investor Consent, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

27.3 The directors, acting with Investor Consent, may revoke any delegation in whole or part, or alter its terms and conditions.

28. Committees

28.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by directors.

28.2 The directors may, acting with Investor Consent, make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them.

28.3 Committees to whom the directors delegate any of their powers may consist of one or more co-opted persons other than directors on whom voting rights may be conferred as shareholders of the committee but so that:

- (a) the number of co-opted shareholders of the committee shall be less than one-half of the total number of shareholders of the committee;
- (b) no resolution of the committee shall be effective unless a majority of the shareholders of the committee voting on the resolution are directors; and
- (c) any such committee shall include an Investor Director.

Decision-making by Directors

29. Directors to take decisions collectively

29.1 The general rule about decision-making by directors is that, save as otherwise provided for in these Articles, any decision of the directors must be a majority decision at a meeting taken in accordance with Article 29.2.

29.2 At any meeting of the directors each director (or his alternate director) present at the meeting shall be entitled to one vote save that the Investor Director(s) shall together have that number of votes in relation to resolutions of the Board or the board of directors of any other Group Company to which any Investor Director has been appointed which exceeds by one the number of votes in the aggregate of the other directors.

30. Unanimous decisions

30.1 A decision of the directors is taken in accordance with this Article when all eligible directors indicate to each other by any means, excluding the means of text messaging, that they share a common view on a matter.

30.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it or to which each eligible director has otherwise indicated agreement in writing.

30.3 A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at a directors' meeting held to discuss the matter in question.

31. Calling a directors' meeting

31.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the Company secretary (if any) to give such notice.

31.2 Notice of any directors' meeting must indicate:

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

31.3 Notice of a directors' meeting must be given to each director and must be given in writing.

31.4 Except with the prior consent of an Investor Director, at least five Business Days' notice of each directors' meeting shall be given in accordance with these Articles.

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

32. Participation in directors' meetings

32.1 Subject to these Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

- (a) the meeting has been called and takes place in accordance with these Articles; and
- (b) they can each communicate orally including by means of telephone, video conference or other audio or audio-visual link to the others any information or opinions they have on any particular item of the business of the meeting.

32.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other, provided that all persons participating in the meeting can hear each other.

32.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

33. Quorum for directors' meetings

33.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

- 33.2 The quorum necessary for the transaction of business of the directors is two eligible directors at least one of whom shall be an Investor Director, save that:
- (a) where the business of the directors relates to matters concerning a Relevant Audit Entity (and save where an Underperformance Event is subsisting which shall commence on the date of an Underperformance being Served) the quorum shall be one Investor Director and one Relevant Qualified Director;
  - (b) while an Underperformance Event is subsisting (which shall commence on the date of an Underperformance Notice being served), the quorum is one Investor Director;
  - (c) if a quorum is not present notwithstanding that notice has been given, then the meeting shall be adjourned for a period of not less than seven days to a time and place the directors present shall agree and notifying to the other directors. The quorum at any adjourned meeting is one Investor Director;
  - (d) where there is a sole director, the quorum is one director; and
  - (e) where the business to be transacted at the meeting is authorisation of a Conflict Situation of an Investor Director pursuant to section 175(4) of the 2006 Act and Article 36, the quorum is one eligible director and such Investor Director's presence is not required to constitute a quorum to authorise such Conflict Situation.
- 33.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:
- (a) to appoint further directors; or
  - (b) to call a general meeting so as to enable the shareholders to appoint further directors.
34. Chairing of directors' meetings
- 34.1 The Chairperson shall chair directors' meetings if present and willing to do so. If a Chairperson has not been so appointed, an Investor Directors will chair their meetings.
- 34.2 If the directors appoint a director to chair their meetings, the person so appointed for the time being is known as the Chairperson and the directors may terminate his appointment at any time.
- 34.3 If the Chairperson is unwilling to chair a directors' meeting or is not participating in a directors' meeting within ten minutes of the time at which it was to start or, if at any time during the meeting, the Chairperson ceases to be a participating director, an Investor Director shall act as Chairperson.
35. Casting vote
- The Chairperson shall not have a casting vote.
36. Authorisation of conflicts of interest
- 36.1 Subject to and in accordance with the 2006 Act:
- (a) the directors may authorise any matter or situation in which a director (the "Conflicted Director") has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (including in relation to the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it) and for this purpose a conflict of interest includes a conflict of interest and duty and a conflict of duties (the "Conflict Situation");
  - (b) any authorisation given in accordance with this Article 36 may be made on such terms and subject to such conditions and/or limitations as the directors may, in their absolute

discretion, determine (including excluding the Conflicted Director and any other interested director from certain directors' meetings, withholding from him or them certain Board or other papers and/or denying him or them access to certain confidential Company information) and such terms, conditions and/or limitations may be imposed at the time of or after the authorisation and may be subsequently varied or terminated; and

- (c) in considering any request for authorisation in respect of a Conflict Situation, the directors shall be entitled to exclude the Conflicted Director from any meeting or other discussion (whether oral or written) concerning the authorisation of such Conflict Situation and they shall also be entitled to withhold from such Conflicted Director any Board or other papers concerning the authorisation of such Conflict Situation,

provided that, in the case of a director who is not an Investor Director, the provisions of this Article 36.1 shall be subject to Investor Consent.

36.2 If any Conflict Situation is authorised or otherwise permitted under these Articles, the Conflicted Director (for as long as he reasonably believes such Conflict Situation subsists):

- (a) shall not be required to disclose to the Company (including the directors or any committee) any confidential information relating to such Conflict Situation which he obtains or has obtained otherwise than in his capacity as a director of the Company, if to make such disclosure would give rise to a breach of duty or breach of obligation of confidence owed by him to another person;
- (b) shall be entitled to attend or absent himself from all or any meetings of the directors (or any committee) at which anything relating to such Conflict Situation will or may be discussed; and
- (c) shall be entitled to make such arrangements as he thinks fit to receive or not to receive documents or information (including directors' papers (or those of any committee of the directors)) relating to any such Conflict Situation and/or for such documents or information to be received and read by a professional adviser on his behalf,

and in so doing, such Conflicted Director shall not be in breach of any general duty he owes to the Company pursuant to sections 171 to 177 (inclusive) of the 2006 Act and the provisions of this Article 36 shall be without prejudice to any equitable principle or rule of law which may excuse the Conflicted Director from disclosing information or attending meetings or receiving documents or information, in circumstances where such disclosure, attendance or receipt would otherwise be required under these Articles.

36.3 Provided permitted by the Acts, and provided he has disclosed to the other directors the nature and extent of his interest pursuant to section 177 or section 182 of the 2006 Act or otherwise in accordance with these Articles (as the case may be), a director (including the Investor Director(s)), notwithstanding his office:

- (a) may be a party to, or otherwise directly or indirectly interested in any contract, arrangement, transaction or proposal with the Company or in which the Company is otherwise interested and may hold any other office or place of profit under the Company (except that of auditor or of auditor of a Subsidiary) in addition to the office of director and may act by himself or through his firm in a professional capacity for the Company and in any such case on such terms as to remuneration and otherwise as the directors may arrange either in addition to or in lieu of any remuneration provided for by any other Article;
- (b) may be a shareholder, director or other officer of, or employed by, or hold any other office or position with, or be directly or indirectly interested in, any contract, arrangement, transaction or proposal with or a party to or otherwise directly or indirectly interested in, any Group Company, (and in the case of the Investor Director(s) only, in the Investor(s) and/or in any Investor Affiliate);

- (c) shall not, by reason of his office, be liable to account to the Company for any dividend, profit, remuneration, superannuation payment or other benefit which he derives from:
  - (i) any matter, office, employment or position which relates to a Conflict Situation authorised in accordance with Article 36.1; or
  - (ii) any office, employment, contract, arrangement, transaction or proposal or other interest permitted pursuant to paragraphs (a) and (b) of this Article 36.3,

and no contract, arrangement, transaction or proposal shall be avoided on the grounds of any director having any such interest or receiving any such dividend, profit, remuneration, superannuation, payment or other benefit authorised in accordance with Article 36.1 or permitted pursuant to paragraphs (a) or (b) of this Article 36.3 and the receipt of any such dividend, profit, remuneration, superannuation, payment or other benefit so authorised or permitted shall not constitute a breach of the duty not to accept benefits from third parties as set out in section 176 of the 2006 Act.

- 36.4 For the avoidance of doubt, a director may be or become subject to one or more Conflict Situations as a result of any matter referred to in paragraph (b) of Article 36.3 without requiring authorisation under the provisions of Article 36.1 provided he has declared, as soon as reasonably practicable, the nature and extent of his interest in the Conflict Situation (save in respect of a Conflict Situation of an Investor Director permitted under paragraph (b) of Article 36.3 where such Investor Director shall not be required to make any such declaration). The provisions of section 177(2), section 177(3), section 177(5), section 177(6), section 184 and section 185 of the 2006 Act shall be applied (with any necessary modifications) in respect of any declaration required pursuant to this Article.

37. Directors may have interests and vote and count for quorum

- 37.1 Subject to section 175(6) of the 2006 Act and save as otherwise provided in these Articles, a director may vote at any meeting of the directors or any meeting of any committee of which he is a shareholder on any resolution and a director may participate in the transaction of the business of the directors and count in the quorum at any such meeting of the directors or meeting of any committee of which he is a shareholder notwithstanding that it concerns or relates in any way to a matter in which has directly or indirectly any kind of interest or duty. This Article does not affect any obligation of a director to disclose any such interest, whether pursuant to section 177 of the 2006 Act, section 182 of the 2006 Act or otherwise.

- 37.2 Subject to Article 37.3, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairperson whose ruling in relation to any director other than the Chairperson is to be final and conclusive (except in a case where the nature or extent of any interest of the director has not been fairly disclosed).

- 37.3 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairperson, the question is to be decided by a decision of the directors at that meeting, for which purpose the Chairperson is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

38. Records of decisions to be kept

The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors. Notwithstanding the provisions of Article 29, where the Company only has one director, the provisions of this Article 38 shall apply to any decision taken by such director, howsoever taken by him.

39. Directors' discretion to make further rules

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

Remuneration of directors

40. Directors' remuneration

40.1 Directors may undertake any services for the Company that the directors decide.

40.2 Directors, acting with Investor Consent, are entitled to such remuneration as the directors determine:

- (a) for their services to the Company as directors; and
- (b) for any other service which they undertake for the Company.

40.3 Subject to these Articles, a director's remuneration may:

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

40.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

40.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Subsidiaries or of any other body corporate in which the Company is interested.

41. Directors' expenses

The Company may pay any reasonable expenses which the directors and the Company secretary (if any) properly incur in connection with their attendance at (or returning from):

- (a) meetings of directors or committees of directors;
- (b) general meetings; or
- (c) separate meetings of the holders of any class of shares or of debentures of the Company, or otherwise in connection with the business of the Company, the exercise of their powers and the discharge of their duties and responsibilities in relation to the Company.

Alternate directors

42. Appointment and removal of alternates

42.1 Subject to Investor Consent, any director (other than an alternate director) (the "appointor") may appoint as an alternate any other director, or any other person who is willing to act to:

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

in relation to the taking of decisions by the directors in the absence of the alternate's appointor. A person (whether or not otherwise a director) may be appointed as an alternate by more than one appointor.



- 42.2 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.
- 42.3 The notice must identify the proposed alternate and, 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.
- 42.4 The appointment of an alternate director who is not otherwise a director shall be valid notwithstanding that he is approved by a resolution of the directors after his appointment as alternate director. Where an alternate director who is not otherwise a director attends a meeting of the directors and no objection is raised at the meeting to his presence then he shall be deemed to have been approved by a resolution of the directors.
43. Rights and responsibilities of alternate directors
- 43.1 Except as these Articles specify otherwise, an alternate director has the same rights in relation to any directors' meeting, directors' written resolution or any other directors' decision-making as the alternate's appointor, including, but not limited to, the right to receive notice of all meetings of directors and all meetings of committees of directors of which his appointor is a shareholder.
- 43.2 Except as these Articles specify otherwise, alternate directors:
- (a) are deemed for all purposes to be directors;
  - (b) are liable for their own acts and omissions;
  - (c) are subject to the same restrictions as their appointors; and
  - (d) are not deemed to be agents of or for their appointors.
- 43.3 A person who is an alternate director but not otherwise a director:
- (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating); and
  - (b) may participate in a unanimous decision of the directors (but only if that person's appointor is an eligible director in respect of such decisions and only that person's appointor does not participate),
- provided that (notwithstanding any other provision of these Articles) such person shall not be counted as more than one director for the purposes of paragraphs (a) and (b) above.
- 43.4 A director who is also an alternate for one or more directors is entitled, in the absence of the relevant appointor, to a separate vote on behalf of each appointor in addition to his own vote on any decision of the directors (provided the relevant appointor is an eligible director in relation to that decision) but shall not count as more than one director for the purposes of determining whether a quorum is present.
- 43.5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.
44. Termination of alternate directorship
- An alternate director's appointment as an alternate terminates:
- (a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
- (c) on the death of the alternate's appointor; or
- (d) when the alternate's appointor ceases to be a director for any reason.

## Liens, Share Certificates and Distributions

### Liens, calls and forfeiture

#### 45. Company's lien

45.1 The Company has a lien (the "Company's lien") over every share (whether fully paid or not) registered in the name of any person (whether he is the sole registered holder or one of two or more joint holders) for all moneys payable by him or his estate (and whether payable by him alone or jointly with any other person) to the Company (whether presently payable or not).

45.2 The Company's lien over a share:

- (a) takes priority over any third party's interest in that share; and
- (b) extends to any dividend (or other assets attributable to it) or other money payable by the Company in respect of that share and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that share.

45.3 The directors may, at any time, decide that a share which is or would otherwise be subject to a lien pursuant to these Articles shall not be subject to it, either wholly or in part.

#### 46. Enforcement of the Company's lien

46.1 Subject to the provisions of this Article 46, if a lien enforcement notice has been given in respect of a share and the person to whom the notice was given has failed to comply with it, the Company may sell that share in such manner as the directors decide.

46.2 A lien enforcement notice:

- (a) may only be given in respect of a share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
- (b) must specify the share concerned;
- (c) must require payment of the sum payable within 14 clear days of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires);
- (d) must be addressed either to the holder of the share or to any transmittee of that holder or any other person otherwise entitled to the share; and
- (e) must state the Company's intention to sell the share if the notice is not complied with.

46.3 Where any share is sold pursuant to this Article:

- (a) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and
- (b) the transferee of the share(s) shall be registered as the holder of the share(s) to which the transfer relates notwithstanding that he may not be able to produce the share

certificate(s) and such transferee is not bound to see to the application of the consideration and the transferee's title to the share is not affected by any irregularity in or invalidity of the process leading or relating to the sale.

- 46.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice;
  - (b) second, to the person entitled to the share(s) immediately before the sale took place, but only after the certificate for the share(s) sold has been surrendered to the Company for cancellation or an indemnity in a form acceptable to the directors has been given to the Company for any lost certificate(s) and subject to a lien (equivalent to the Company's lien over the share(s) immediately before the sale took place) for all moneys payable by such person or his estate (whether immediately payable or not) in respect of all share(s) registered in the name of such person (whether he is the sole registered holder or one of two or more joint holders) and in respect of any other moneys payable (whether immediately payable or not) by him or his estate to the Company, after the date of the lien enforcement notice.
- 46.5 A statutory declaration by a director or the Company secretary (if any) that the declarant is a director or the Company secretary and that a share has been sold to satisfy the Company's lien on a specified date:
- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share(s); and
  - (b) subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the share(s).
47. Call notices
- 47.1 Subject to these Articles and the terms on which shares are allotted, the directors may send a notice (a "call notice") to a shareholder (or his estate) requiring such shareholder (or his estate) to pay the Company a specified sum of money (a "call") which is payable to the Company in respect of shares which that shareholder (or his estate) holds at the date when the directors decide to send the call notice.
- 47.2 A call notice:
- (a) may not require a shareholder (or his estate) to pay a call which exceeds the total sum unpaid on the shares in question (whether as to nominal value or any amount payable to the Company by way of premium);
  - (b) must state when and how any call to which it relates is to be paid; and
  - (c) may permit or require the call to be paid by instalments.
- 47.3 A shareholder (or his estate) must comply with the requirements of a call notice but shall not be obliged to pay any call before 14 clear days (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) have passed since the notice was sent.
- 47.4 Before the Company has received any call due under a call notice, the directors may revoke it wholly or in part or specify a later date and/or time for payment than is specified in the notice, by a further notice in writing to the shareholder (or his estate) in respect of whose shares the call is made.

48. Liability to pay calls

48.1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid. Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.

48.2 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them to pay calls which are not the same or to pay calls at different times.

49. Payment in advance of calls

49.1 The directors may, if they think fit, receive from any shareholder willing to advance it all or any part of the moneys uncalled and unpaid on the shares held by him. Such payment in advance of calls shall extinguish only to that extent the liability on the shares on which it is made.

49.2 The directors may at any time repay the amount so advanced on giving to such shareholder not less than 14 days' notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) of its intention in that regard, unless before the expiration of such notice the amount so advanced shall have been called up on the shares in respect of which it was advanced.

49.3 No sum paid in advance of calls shall entitle the holder of a share in respect of them to any portion of a dividend subsequently declared in respect of any period prior to the date upon which such sum would, but for such payment, become payable.

50. When call notice need not be issued

50.1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the Company in respect of that share (whether in respect of nominal value or premium):

- (a) on allotment;
- (b) on the occurrence of a particular event; or
- (c) on a date fixed by or in accordance with the terms of issue.

50.2 If, however, the due date for payment of such a sum has passed and it has not been paid, the holder of the share(s) concerned (or his estate) is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

51. Failure to comply with call notice: automatic consequences

51.1 If a person is liable to pay a call and fails to do so by the call payment date (as such is defined below) the directors may issue a notice of intended forfeiture to that person and unless and until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate (as such is defined below).

51.2 Subject to Article 51.3, for the purposes of this Article:

- (a) the "call payment date" is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the "call payment date" is that later date;
- (b) the "relevant rate" is:
  - (i) the rate fixed by the terms on which the share in respect of which the call is due was allotted; or, if none,

- (ii) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors,

provided that if no rate is fixed in either of the manners specified in paragraph (b)(i) or (b)(ii) above it shall be, 5% per annum.

51.3 The relevant rate must not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998(a).

51.4 The directors may waive any obligation to pay interest on a call wholly or in part.

## 52. Notice of intended forfeiture

A notice of intended forfeiture:

- (a) may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;
- (b) must be sent to the holder of that share (or to all the joint holders of that share) or to a transmittee of that holder;
- (c) must require payment of the call and any accrued interest together with all costs and expenses that may have been incurred by the Company by reason of such non-payment by a date which is not less than 14 clear days after the date of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires);
- (d) must state how the payment is to be made; and
- (e) must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.

## 53. Directors' power to forfeit shares

If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

## 54. Effect of forfeiture

54.1 Subject to these Articles, the forfeiture of a share extinguishes all interests in that share, and all claims and demands against the Company in respect of it and all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the Company.

54.2 Any share which is forfeited in accordance with these Articles:

- (a) is deemed to have been forfeited when the directors decide that it is forfeited;
- (b) is deemed to be the property of the Company; and
- (c) may be sold, re-allotted or otherwise disposed of as the directors think fit.

54.3 If a person's shares have been forfeited:

- (a) the Company must send that person notice that forfeiture has occurred and record it in the register of shareholders;

- (b) that person ceases to be a shareholder in respect of those shares;
  - (c) that person must surrender the certificate for the shares forfeited to the Company for cancellation;
  - (d) that person remains liable to the Company for all sums payable by that person under these Articles at the date of forfeiture in respect of those shares, including any interest, costs and expenses (whether accrued before or after the date of forfeiture); and
  - (e) the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
- 54.4 At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest, costs and expenses due in respect of it and on such other terms as they think fit.
55. Procedure following forfeiture
- 55.1 If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer.
- 55.2 A statutory declaration by a director or the Company secretary that the declarant is a director or the Company secretary and that a share has been forfeited on a specified date is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the share.
- 55.3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share.
- 55.4 If the Company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which:
- (a) was, or would have become, payable; and
  - (b) had not, when that share was forfeited, been paid by that person in respect of that share,
- but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them.
56. Surrender of shares
- 56.1 A shareholder may surrender any share:
- (a) in respect of which the directors may issue a notice of intended forfeiture;
  - (b) which the directors may forfeit; or
  - (c) which has been forfeited.
- 56.2 The directors may accept the surrender of any such share. The effect of surrender on a share is the same as the effect of forfeiture on that share. A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

57. Company not bound by less than absolute interests

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

58. Share certificates

58.1 The Company must issue each shareholder with one or more certificates in respect of the shares which that shareholder holds and, save as provided otherwise in these Articles, such certificates must be issued free of charge.

58.2 Every certificate must specify:

- (a) in respect of how many shares, of what class, it is issued;
- (b) the nominal value of those shares;
- (c) the amount paid up on the shares; and
- (d) any distinguishing numbers assigned to them.

58.3 No certificate may be issued in respect of shares of more than one class.

58.4 If more than one person holds a share, only one certificate may be issued in respect of it.

58.5 Certificates must be executed in accordance with the Companies Acts.

59. Replacement share certificates

59.1 If a certificate issued in respect of a shareholder's shares is:

- (a) damaged or defaced; or
- (b) said to be lost, stolen or destroyed,

that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

59.2 A shareholder exercising the right to be issued with such a replacement certificate:

- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
- (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
- (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

60. Instruments of transfer

60.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and unless the share is fully paid, by and on behalf of the transferee.

60.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

- 60.3 The Company may retain any instrument of transfer which is registered.
- 60.4 The transferor remains the holder of a share until the transferee's name is entered in the register of shareholders as holder of it.
- 60.5 Any instrument of transfer which the directors refuse to register must (unless they suspect that the proposed transfer may be fraudulent) be returned to the transferee.
61. Fractional entitlements
- 61.1 Whenever, as a result of a consolidation or division of shares, any shareholders are entitled to fractions of shares, the directors may:
- (a) sell the shares representing the fractions to any person (including (provided permitted by law) the Company) for the best price reasonably obtainable;
  - (b) authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and
  - (c) distribute the net proceeds of sale in due proportion among those shareholders.
- 61.2 Whenever any shareholder's entitlement to a portion of sale amounts to less than a minimum figure determined by the directors, that shareholder's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland.
- 61.3 The person to whom the shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions and nor shall such transferee's title to the shares be affected by any irregularity in or invalidity of the process leading to their sale.

#### Dividends and other distributions

62. Procedure for declaring dividends
- 62.1 Subject to these Articles, the Company may by ordinary resolution, with Investor Consent, declare dividends and the directors may, with Investor Consent, decide to pay interim dividends.
- 62.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- 62.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 62.4 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.
- 62.5 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 62.6 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.
- 62.7 This Article 62 is subject to the provisions of Article 6.



63. Calculation of dividends

63.1 Except as otherwise provided by these Articles and by the rights attached to shares, all dividends must be:

- (a) declared and paid according to the amounts paid up on the shares on which the dividend is paid; and
- (b) apportioned and paid pro rata according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.

63.2 If any share is issued on terms providing that it shall rank for dividend as from a particular date or be entitled to dividends declared after a particular date it shall rank for or be entitled to dividends accordingly.

63.3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of a call or otherwise paid up in advance of its due payment date.

64. Payment of dividends and other distributions

64.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:

- (a) transfer to a bank or building society account specified by the distribution recipient in writing;
- (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient in writing;
- (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing; or
- (d) any other means of payment as the directors agree with the distribution recipient in writing.

64.2 If:

- (a) a share is subject to the Company's lien; and
- (b) the directors are entitled to issue a lien enforcement notice in respect of it,

they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the Company in respect of that share to the extent that they are entitled to requirement payment under a lien enforcement notice. Money so deducted must be used to pay any of the sums payable in respect of that share.

64.3 The Company must notify the distribution recipient in writing of:

- (a) the fact and amount of any such deduction;
- (b) any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction; and
- (c) how the money deducted has been applied.

- 64.4 In these Articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable:
- (a) the holder of the share; or
  - (b) if the share has two or more joint holders, whichever of them is named first in the register of shareholders; or
  - (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.
65. No interest on distributions
- The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:
- (a) the terms on which the share was issued; or
  - (b) the provisions of another agreement between the holder of that share and the Company.
66. Unclaimed distributions
- 66.1 All dividends or other sums which are:
- (a) payable in respect of shares; and
  - (b) unclaimed after having been declared or become payable,
- may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.
- 66.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.
- 66.3 If:
- (a) 12 years have passed from the date on which a dividend or other sum became due for payment; and
  - (b) the distribution recipient has not claimed it,
- the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.
67. Non-cash distributions
- 67.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including shares or other securities in any Company).
- 67.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:
- (a) fixing the value of any assets;
  - (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

- (c) vesting any assets in trustees.

68. Waiver of distributions

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if:

- (a) the share has more than one holder; or
- (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

Capitalisation of profits

69. Authority to capitalise and appropriation of capitalised sums

69.1 Subject to these Articles, the directors may, if they are so authorised by an ordinary resolution:

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

69.2 Capitalised sums must be applied:

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

69.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct. A capitalised sum which was appropriated from profits available for distribution may be applied:

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

69.4 Subject to these Articles, the directors may:

- (a) apply capitalised sums in accordance with Article 69.1 and Article 69.3 partly in one way and partly in another;
- (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments); and
- (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article.

## Decision-making by shareholders

### 70. Notice of general meetings

70.1 A general meeting of the Company (other than an adjourned meeting) shall be called by notice of at least 14 clear days (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the shareholders having a right to attend and vote being a majority together holding not less than ninety percent in number of the shares giving that right.

70.2 Every notice convening a general meeting shall specify:

- (a) the place, the date and the time of the meeting;
- (b) the general nature of the business to be dealt with at the meeting;
- (c) if the meeting is convened to consider a special resolution, the text of the resolution and intention to propose the resolution as a special resolution; and
- (d) with reasonable prominence, that a shareholder is entitled to appoint another person (who does not have to be a shareholder) as his proxy to exercise all or any rights of his to attend, speak and vote at the meeting and that a shareholder may appoint more than one proxy in relation to the meeting (provided that each proxy is appointed to exercise the rights attached to a different share or shares held by him) and shall also specify any more extensive rights (if any) conferred by these Articles to appoint more than one proxy.

70.3 The notice shall be given to the shareholders (other than any who under the provisions of these Articles or of any restrictions imposed on any shares are not entitled to receive notice from the Company), to the directors and to the auditors and if more than one for the time being, to each of them.

70.4 Subject to the provisions of these Articles, notice of a general meeting of the Company may be given:

- (a) in hard copy form;
- (b) in electronic form; or
- (c) by means of a website,

or partly by one such means and partly by another and the provisions of Article 86 shall apply accordingly.

70.5 The accidental failure to give notice of general meeting or, in cases where it is intended that it be sent out with the notice, an instrument of proxy, or to give notice of a resolution intended to be moved at a general meeting to, or the non-receipt of any of them by, any person or persons entitled to receive the same shall not invalidate the proceedings at that meeting and shall be disregarded for the purpose of determining whether the notice of the meeting, instrument of proxy or resolution were duly given.

### 71. Attendance and speaking at general meetings

71.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

71.2 A person is able to exercise the right to vote at a general meeting when:

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
  - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 71.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 71.4 In determining attendance at a general meeting, it is immaterial whether any two or more shareholders attending it are in the same place as each other.
- 71.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.
- 72. Quorum for general meetings
- 72.1 No business other than the appointment of the chairperson of the meeting is to be transacted at a general meeting unless the persons attending it constitute a quorum when the meeting proceeds to business (and nothing in these Articles shall prevent any other business being transacted at such general meeting if the persons attending it do not constitute a quorum from time to time thereafter throughout the meeting).
- 72.2 Whenever the Company has only one shareholder, the shareholder present (being an individual) in person or by proxy, or (being a corporation) by a duly authorised representative or by proxy, shall be a quorum. Subject to the provisions of section 318(2) of the 2006 Act, whenever the Company has two or more shareholders, two persons entitled to vote upon the business to be transacted each being a shareholder (being an individual) present in person or by proxy, or (being a corporation) present by a duly authorised representative or by proxy (at least one of whom must be a holder of A Ordinary Shares or a proxy or a duly authorised representative of such a holder), shall be a quorum.
- 73. Chairing general meetings
- 73.1 The Chairperson shall chair general meetings if appointed, present and willing to do so.
- 73.2 If the Chairperson is not appointed, or if the Chairperson is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
  - (a) the directors present; or
  - (b) (if no directors are present), the meeting,
 must appoint a director or shareholder (which may not include any proxy appointed by a shareholder) to chair the meeting, and the appointment of the chairperson of the meeting must be the first business of the meeting.
- 73.3 The person chairing a meeting in accordance with this Article is referred to as "the chairperson of the meeting".
- 74. Attendance and speaking by directors and non-shareholders
- 74.1 Directors may attend and speak at general meetings, whether or not they are shareholders.
- 74.2 The chairperson of the meeting may permit other persons who are not:
  - (a) shareholders of the Company; or

- (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings, to attend and speak at a general meeting.

## 75. Adjournment

75.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, the chairperson of the meeting must adjourn it.

75.2 The chairperson of the meeting may adjourn a general meeting at which a quorum is present if:

- (a) the meeting consents to an adjournment; or
- (b) it appears to the chairperson of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

75.3 The chairperson of the meeting must adjourn a general meeting if directed to do so by the meeting.

75.4 When adjourning a general meeting, the chairperson of the meeting must:

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

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

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

75.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed for that meeting (or if, during the meeting, a quorum ceases to be present), the meeting shall be dissolved.

## 76. Voting: general

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

76.2 No shareholder shall, unless the directors otherwise decide, be entitled to vote (either in person or by proxy) at a general meeting, at any adjournment of it or on any poll called at or in relation to it in respect of any share held by him or to exercise any right as a shareholder unless all calls or other sums presently payable by him in respect of that share in the Company have been paid to the Company.

## 77. Errors and disputes

77.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

- 77.2 Any such objection must be referred to the chairperson of the meeting, whose decision is final and conclusive.
78. Demanding a poll and procedure on a poll
- 78.1 A poll on a resolution may be demanded:
- (a) in advance of the general meeting where it is to be put to the vote; or
  - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 78.2 A poll may be demanded by:
- (a) the chairperson of the meeting;
  - (b) the directors;
  - (c) two or more persons having the right to vote on the resolution;
  - (d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution; or
  - (e) by a person or persons holding shares in the Company conferring a right to vote on the resolution, being shares on which an aggregate sum has been paid up to not less than one tenth of the total sum paid up on all the shares conferring that right.
- 78.3 A demand for a poll may be withdrawn if:
- (a) the poll has not yet been taken; and
  - (b) the chairperson of the meeting consents to the withdrawal,
- and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 78.4 Polls must be taken immediately and in such manner as the chairperson of the meeting directs.
79. Content of proxy notices
- 79.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
- (a) states the name and address of the shareholder appointing the proxy;
  - (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;
  - (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - (d) is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.
- 79.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 79.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

79.4 Unless a proxy notice indicates otherwise, it must be treated as:

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

## 80. Delivery of proxy notices

80.1 The appointment of a proxy and the power of attorney or other authority (if any) under which it is signed (or a copy of such authority certified notarially or in some other way approved by the directors) shall be sent or supplied in hard copy form, or (subject to any conditions and limitations which the directors may specify) in electronic form:

- (a) to the registered office of the Company; or
- (b) to such other address (including electronic address) as is specified in the notice convening the meeting or in any instrument of proxy or any invitation to appoint a proxy sent or supplied by the Company in relation to the meeting; or
- (c) as the directors shall otherwise direct,

to be received before the time for the holding of the meeting or adjourned meeting to which it relates or, in the case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the poll.

80.2 Any instrument of proxy not so sent or supplied or received shall be invalid.

80.3 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

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

## 81. Revocation of proxy notices

81.1 The validity of:

- (a) a vote given or poll demanded in accordance with the terms of an appointment of a proxy; or
- (b) anything done by a proxy acting as duly appointed chairperson of a meeting; or
- (c) any decision determining whether a proxy counts in a quorum at a meeting,

shall not be affected notwithstanding the death or mental disorder of the appointor or the revocation of the appointment of the proxy (or of the authority under which the appointment of the proxy was executed) or the transfer of the share in respect of which the appointment of the proxy is given, unless notice in writing of such death, mental disorder, revocation or transfer shall have been:

- (d) sent or supplied to the Company or any other person as the Company may require in the notice of the meeting, any instrument of proxy sent out by the Company in relation to the meeting or in any invitation to appoint a proxy issued by the Company in relation to the meeting, in any manner permitted for the sending or supplying of appointments of proxy pursuant to these Articles; and



- (e) received at the registered office of the Company (or such other address (including electronic address) as has been designated for the sending or supplying of appointments of proxy), before the time for the holding of the meeting or adjourned meeting to which it relates or, in the case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the poll.

## 82. Votes of proxies

- 82.1 The Company shall be under no obligation to ensure or otherwise verify that any vote(s) cast by a proxy are done so in accordance with any such instructions given by the shareholder by whom such proxy is appointed. In the event that a vote cast by such proxy is not done so in accordance with the instructions of the shareholder by whom such proxy is appointed, such vote shall not be deemed to be invalid.
- 82.2 On a vote on a resolution on a show of hands, where a proxy is appointed by more than one shareholder (provided that, where some only of those shareholders by whom the proxy is appointed instruct the proxy to vote in a particular way, those shareholders all instruct such proxy to vote in the same way on a resolution (either "for" or "against")) such proxy shall be entitled to cast a second vote the other way in relation to any discretionary vote(s) given to him by other shareholders by whom such proxy is appointed.

## 83. Written resolutions of shareholders

A written resolution proposed in accordance with the provisions of Chapter 2 of Part 13 of the 2006 Act shall lapse if it is not passed before the period of 14 days beginning with the circulation date (as such is construed pursuant to section 290 of the 2006 Act).

## 84. Amendments to resolutions

- 84.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
  - (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairperson of the meeting may determine); and
  - (b) the proposed amendment does not, in the reasonable opinion of the chairperson of the meeting, materially alter the scope of the resolution.
- 84.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
  - (a) the chairperson of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
  - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 84.3 If the chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairperson of the meeting's error does not invalidate the vote on that resolution.

## Administrative arrangements

## 85. Exercise of shareholders' rights

No shareholder in the Company shall be entitled to nominate another person or persons to enjoy or exercise all or any specified rights of the shareholder in relation to the Company pursuant to

section 145 of the 2006 Act. Accordingly, the Company shall not be obliged to give effect to any purported nomination notice received by it.

86. Company communications

- 86.1 Subject to the provisions of the Acts (and save as otherwise provided in these Articles), any document or information required or authorised to be sent or supplied by the Company to any shareholder or any other person (including a director) pursuant to these Articles, the Companies Acts or any other rules or regulations to which the Company may be subject, may be sent or supplied in hard copy form, in electronic form, by means of a website or in any other way in which documents or information may be sent or supplied by the Company pursuant to the Companies Acts.
- 86.2 Subject to these Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked in writing to be sent or supplied with such notices or documents for the time being.
- 86.3 The provisions of the 2006 Act which apply to sending or supplying a document or information required or authorised to be sent or supplied by the Companies Acts by making it available on a website shall, mutatis mutandis, apply to the sending or supplying of any document or information required or authorised to be sent by these Articles or any other rules or regulations to which the Company may be subject, by making it available on a website.
- 86.4 The Company may send or supply any document or information to a shareholder or any other person (including a director) pursuant to these Articles, the Companies Acts or any other rules or regulations to which the Company may be subject, either personally, or by post in a prepaid envelope addressed to the shareholder (or such other person) at his registered address or at his address for service, or by leaving it at that address or any other address for the time being notified to the Company by the shareholder (or such other person) for the purpose, or by sending or supplying it using electronic means to an electronic address for the time being notified to the Company by the shareholder (or such other person) for the purpose, or by any other means authorised in writing by the shareholder (or such other person) concerned.
- 86.5 A shareholder whose registered address is not within the United Kingdom and who gives the Company an address within the United Kingdom to which documents or information may be sent or supplied to him or gives an electronic address to which documents or information may be sent or supplied using electronic means, shall be entitled to have documents or information sent or supplied to him at that address, but otherwise no such shareholder shall be entitled to receive any document or information from the Company.
- 86.6 In the case of joint holders of a share, if the Company sends or supplies any document or information to one of the joint holders, it shall be deemed to have properly sent or supplied such document or information to all the joint holders.
- 86.7 If, on at least two consecutive occasions, the Company has attempted to send any document or information by electronic means to an address specified (or deemed specified) for the purpose and a delivery failure (or other similar) notification has been received by the Company, the Company thereafter shall, send documents or information in hard copy form or electronic form (but not by electronic means) to such shareholder at his registered address or address for service within the United Kingdom (whether by hand, by post or by leaving it or them at such address), in which case the provisions of Article 86.7 shall apply.
- 86.8 If on three consecutive occasions documents or information have been sent or supplied to any shareholder at his registered address or address for the service of such documents or information in the United Kingdom but have been returned undelivered, such shareholder shall not thereafter be entitled to receive any documents or information from the Company until he shall have communicated with the Company and supplied in writing a new registered address or address within the United Kingdom for the service of documents or information or an

electronic address to which documents or information may be sent or supplied using electronic means.

- 86.9 Any shareholder present, in person or by proxy at any meeting of the Company or of the holders of any class of shares of the Company, shall be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was called.
- 86.10 Save as provided otherwise in these Articles, any document or information, addressed to a shareholder (or other person to whom such document or information is required or authorised to be sent pursuant to these Articles, the Companies Acts or otherwise) at his registered address or address for service (in the case of a shareholder, in the United Kingdom) or electronic address, as the case may be shall:
- (a) if hand delivered or left at a registered address or other address for service (in the case of a shareholder in the United Kingdom), be deemed to have been served or delivered on the day on which it was so delivered or left;
  - (b) if sent or supplied by post (whether in hard copy form or in electronic form), be deemed to have been received at the expiration of 48 hours after the envelope was posted;
  - (c) if sent or supplied by electronic means (other than by means of website), be deemed to have been received (if sent or supplied between the hours of 9 a.m. and 5 p.m. on a Business Day) at the time it was sent, or (if sent or supplied at any other time) at 9 a.m. on the next following Business Day; and
  - (d) if sent or supplied by means of a website, be deemed to have been received when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 86.11 In calculating a period of hours for the purpose of Article 86.10, no account shall be taken of any part of a day that is not a Business Day.
- 86.12 A director may agree with the Company that documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than those set out in Article 86.10.
- 86.13 Subject to Article 86.9, in proving such service or delivery it shall be sufficient to prove that the envelope containing the document or information was properly addressed and put into the post in a prepaid envelope or, in the case of a document or information sent or supplied by electronic means, that it was sent or supplied in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators entitled "Electronic Communications with Shareholders 2007" (as such guidance is amended or updated from time to time).
- 86.14 The Company shall not be held responsible for any failure in transmission beyond its reasonable control and the provisions of Article 86.9 to Article 86.13 (inclusive) shall apply regardless of any document or information being returned undelivered and regardless of any delivery failure notification or "out of office" or other similar response and any such "out of office" or other similar response shall not be considered to be a delivery failure.
- 86.15 This Article 86 is subject to the provisions of the Investment Agreement.
87. Company seals
- 87.1 Any common seal may only be used by the authority of the directors or a committee of the directors.
- 87.2 The directors may decide by what means and in what form any common seal is to be used.

87.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

87.4 For the purposes of this Article, an authorised person is:

- (a) any director of the Company;
- (b) the Company secretary (if any); or
- (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

88. No right to inspect accounts and other records

Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder.

89. Provision for employees on cessation of business

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its Subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that Subsidiary.

90. Indemnity and Funds

90.1 Subject to Article 90.2 (but otherwise to the fullest extent permitted by law) and without prejudice to any indemnity to which he may otherwise be entitled:

- (a) a relevant director, of the Company or an associated Company shall be indemnified out of the Company's assets against all or any part of any costs, charges, losses, expenses and liabilities incurred by that director or other officer:
  - (i) in the actual or purported exercise of his powers in relation to the affairs of the Company or associated Company; and
  - (ii) in connection with the activities of the Company or an associated Company in its capacity as a trustee of an occupational pension scheme; and
- (b) a relevant director of the Company or any holding Company shall be provided with funds to meet any expenditure incurred or to be incurred by him as provided in section 205 and/or section 206 of the 2006 Act (or enable him to avoid incurring any such expenditure).

90.2 This Article does not authorise any indemnity or provision of funds which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

91. Insurance

Subject to the provisions of the 2006 Act, the directors may in their absolute discretion decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director of the Company or associated Company in respect of all or any part of any relevant loss.