

Agreed Form 

**Dated**                      25 April                      2023

**Project Primis Topco Limited (company number 14668160)**

## **Articles of Association**

Adopted on              25 April              2023

Company number: 14668160

**PRIVATE COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION OF  
PROJECT PRIMIS TOPCO LIMITED ("COMPANY")**

**1 DEFINITIONS AND INTERPRETATION**

1.1 In these Articles the following definitions will apply:

<b>Accounting Period</b>	an accounting period in respect of which the Company prepares its accounts in accordance with the relevant provisions of the Act;
<b>Acquisition Date</b>	in relation to any Share, means the date on which the Relevant Member first acquired that Share;
<b>Acquisition Documents</b>	the agreement dated on the Adoption Date relating to the acquisition by Bidco of the entire share capital of First Intuition Limited and any other document entered into or to be entered into pursuant to the terms of that agreement;
<b>Act</b>	the Companies Act 2006;
<b>Acting in concert</b>	has the meaning set out in the City Code on Takeovers and Mergers in force for the time being;
<b>Adoption Date</b>	the date of the adoption of these Articles by the Company;
<b>A Ordinary Share</b>	an A ordinary share of £0.01 in the capital of the Company having the rights and being subject to the restrictions set out in these Articles;
<b>Asset Sale</b>	the disposal by any one or more Group Companies to a Third Party Purchaser of assets (whether together with associated liabilities or otherwise and as part of an undertaking or otherwise) which represent 50% or more (by book value) of the consolidated gross tangible assets of the Group at that time;
<b>Auditors</b>	the auditors of the Company for the time being;
<b>Bad Leaver</b>	<p>a Member who ceases to be an employee or director of, or a consultant to, a Group Company as a result of:</p> <p>(a) where the Member is in material breach (which remains unremedied to the reasonable satisfaction of the Investment Manager within 10 Business Days of a notice from the Company to the Member requesting such remedy) of the following clauses of the Investment Agreement and/or these Articles:</p> <p>(i) clauses 7, 9, 10 of the Investment Agreement; or</p>

- (ii) article 8, 11 and 12 of these Articles; or
- (b) where the Member ceases to be employed or engaged by reason of lawful summary dismissal of such Member as a result of gross misconduct, save where a court or tribunal from which there is no right of appeal or where a right of appeal has lapsed, determines the dismissal is unfair (but excluding procedural unfairness);
- (c) where the Member is or becomes in breach of the provisions of all/or any restrictive covenants contained (i) within his service agreement, employment contract or consultancy agreement or (ii) at clause 9 of the Investment Agreement;
- (d) where the Member has been found to have committed fraud or made fraudulent misrepresentation;
- (e) where the Member has been convicted of a criminal offence (imposing a custodial sentence) or has been disqualified as acting as a director of any Group Company;
- (f) as a result of the resignation of that Member and/or the Member gives notice to terminate his employment, engagement or directorship at any time on or prior to the fourth anniversary of the Adoption Date (other than as a result of constructive or unfair dismissal, in each case as determined by a court or tribunal from which there is no right of appeal where any right of appeal has lapsed);
- (g) where the Member has been found to have committed an act of dishonesty (including theft or attempted theft of property or acceptance of offering of bribes) whether during the performance of his duties or otherwise.

<b>Bidco</b>	Project Primis Bidco Limited (company number 14668378);
<b>Board</b>	the board of directors of the Company;
<b>B Ordinary Share</b>	a B ordinary share of £0.01 in the capital of the Company having the rights and being subject to the restrictions set out in these Articles;
<b>Business Day</b>	any day (other than a Saturday, Sunday or public holiday) during which banks in London are open for normal business;
<b>Catch-up Notice</b>	has the meaning given to it in article 8.8;
<b>Cessation Date</b>	has the meaning given to it in article 12.5;

<b>Change of Control</b>	the acquisition (by any means) by a Third Party Purchaser of any interest in any Shares if, upon completion of that acquisition, the Third Party Purchaser together with any person connected with or acting in concert with that Third Party Purchaser (other than any such person who is a party to the Investment Agreement on the Adoption Date) would be entitled to exercise more than 50% of the total voting rights normally exercisable at any general meeting of the Company;
<b>Compulsory Transfer Notice</b>	has the meaning given in article 12.2;
<b>Compulsory Transfer Shares</b>	<p>in relation to a Relevant Member, any C Ordinary Shares and/or D Ordinary Shares:</p> <ul style="list-style-type: none"> <li>(a) held by the Relevant Member at the time of the relevant Transfer Event;</li> <li>(b) held at the time of the relevant Transfer Event by any Family Member or Family Trust of the Relevant Member; and</li> <li>(c) acquired by the Relevant Member, his Family Members, Family Trusts and/or personal representatives after the occurrence of the Transfer Event pursuant to any Share Option Scheme or any other scheme or arrangement entered into prior to the Transfer Event,</li> </ul> <p>together with, in any case, any further Shares (other than B Ordinary Shares) received by any person referred to in paragraphs (a) to (c) above at any time after the relevant Transfer Event which are derived from any such Shares, whether by conversion, consolidation or sub-division, or by way of capitalisation, rights or bonus issue or otherwise. For the avoidance of doubt, B Ordinary Shares shall not be Compulsory Transfer Shares;</p>
<b>C Ordinary Share</b>	a C ordinary share of £0.01 in the capital of the Company having the rights and being subject to the restrictions set out in these Articles;
<b>C Reserved Shares</b>	has the meaning given to it in the Investment Agreement;
<b>Debt Securities</b>	any loan note or any other debt security issued by the Company or another Group Company from time to time to any Member (excluding any to be issued pursuant to article 8.2.3);
<b>Director</b>	a duly appointed director of the Company for the time being;
<b>D Leaver</b>	a Member holding D Ordinary Shares who ceases to be an employee or director of, or a consultant to, a Group

	Company for any reason whatsoever;
<b>D Ordinary Share</b>	a D ordinary share of £0.01 in the capital of the Company having the rights and being subject to the restrictions set out in these Articles;
<b>D Ordinary Share Acquisition Price</b>	in relation to a D Ordinary Share the price on which the D Ordinary Share was acquired, being: <ul style="list-style-type: none"> <li>(a) where a D Ordinary Share is acquired pursuant to an allotment and issue by the Company, the aggregate of the amount paid up or credited as paid up (if any) in respect of the nominal value of such D Ordinary Share and any share premium thereon (if any);</li> <li>(b) where a D Ordinary Share is acquired pursuant to a share transfer, the price paid to acquire the D Ordinary Share;</li> </ul>
<b>D Ordinary Share Subscription Letter</b>	has the meaning given to that term in the Investment Agreement;
<b>Eligible Director</b>	a Director who would be entitled to vote on a matter at a meeting of the Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter) and references to eligible directors in article 8 of the Model Articles shall be construed accordingly;
<b>Employee Trust</b>	any trust, approved by the Investment Manager, which is established for the benefit of the employees of the Company or any Group Company and/or any of the persons referred to in section 1166 of the Act;
<b>Emergency Issue</b>	has the meaning given to it in article 8.8;
<b>Encumbrance</b>	any mortgage, charge (fixed or floating), pledge, lien, option, hypothecation, restriction, right to acquire, right of pre-emption or interest (legal or equitable) including any assignment by way of security, reservation of title, guarantee, trust, right of set off or other third party right or any other encumbrance or security interest having a similar effect howsoever arising;
<b>Equity Covenants</b>	the terms of Schedule 10 of the Investment Agreement;
<b>Event of Default</b>	any of the following: <ul style="list-style-type: none"> <li>(a) any act, omission or event occurring which constitutes an event of default (as defined or having an equivalent meaning in the Group's banking facilities from time to time) in respect of any financial covenants under any of the Group's banking facilities from time to time;</li> </ul>

- (b) the Company failing to pay any interest due on the Investor Loan Notes which is permitted under the Group's banking facilities from time to time in accordance with the Investor Loan Note Instruments within 30 days of the relevant date for payment, other than at the direction of an Investor or with Investor Consent;
- (c) the Company failing to redeem any of the Series A Loan Notes which are permitted under the Group's banking facilities from time to time due to be redeemed under the Series A Loan Note Instrument within 30 days of the relevant date for redemption;
- (d) any breach by the Company of the covenants set out in the Equity Covenant; and
- (e) the actual occurrence of any of the following events:
  - (i) an order being made or a resolution passed or a petition presented for the winding up of a Group Company;
  - (ii) an administrator being appointed over or in respect of a Group Company;
  - (iii) an administrative receiver, receiver or manager being appointed over all or any of the assets or undertaking of a Group Company; or
  - (iv) a Group Company being unable to pay its debts as they fall due.

**Expert** the expert identified and engaged in accordance with article 28;

**Facility Documents** has the meaning given to that term in the Investment Agreement;

**Fair Value** the price which the Expert or, (i) in the case of a determination of Fair Value under article 12.3.1, as agreed between the Relevant Member and the Board (acting reasonably and in good faith), states in writing to be their opinion of the fair value of the Shares concerned or (ii) in the case of a determination of Fair Value under article 3.2 and/or 12.3.2, as agreed by the Remuneration Committee (acting reasonably), calculated on the basis that:

- (a) the fair value is the sum which a willing buyer would agree with a willing seller on an arm's length sale to be the purchase price for the Shares concerned on a Share Sale;
- (b) no account shall be taken of the size of the holding

which the relevant Shares comprise or whether those Shares represent a majority or minority interest;

- (c) no account shall be taken of the fact that the transferability of the relevant Shares is restricted under these Articles or may be required to be transferred on a compulsory basis;
- (d) if the Company is then carrying on business as a going concern, it will continue to do so; and
- (e) any difficulty in applying any of the bases set out above shall be resolved by the Expert as they, in their absolute discretion, think fit;

**Family Member** in relation to any Member, the spouse or civil partner of that Member and that Member's children (including step and adopted children) for the time being;

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

- (a) the settlor (being a Member); and/or
- (b) the Family Members of that settlor; and
- (c) any charity or charities as default beneficiaries (meaning that such charity or charities have no immediate beneficial interest in any of the settled property or the income from that property when the trust is created but may become so interested if there are no other beneficiaries for the time being except other charities),

and under which no power of control over the voting powers conferred by any Share is exercisable at any time by, or subject to the consent of, any person other than the trustees, the settlor or the Family Members of that settlor. For the purposes of this definition:

- (i) settlor shall include a testator or an intestate in relation to a Family Trust arising under a testamentary disposition or an intestacy of a deceased Member (as the case may be); and
- (ii) Family Member shall include the widow or widower of the settlor or the surviving civil partner of such settlor at the date of his death;

**Further Investor Loan Notes** has the meaning given to it in the Investment Agreement;

<b>Further Management Loan Notes</b>	has the meaning given to it in the Investment Agreement;
<b>Good Leaver</b>	<p>a Member who ceases to be an employee or director of, or a consultant to, a Group Company as a result of:</p> <ul style="list-style-type: none"> <li>(a) the death of that Member;</li> <li>(b) serious illness or disablement of that Member (or a Family Member of a Member for whom the Member becomes the primary carer) giving rise to permanent disablement or permanent incapacity of that Member (or a Family Member of a Member for whom the Member becomes the primary carer) for a period of 12 months or more and which results in the Member reasonably being unable to continue in his employment with the Group and which is determined by a medical report from an independent medical practitioner;</li> <li>(c) that Member being wrongfully dismissed; or</li> <li>(d) any other reason which the Remuneration Committee (with prior written consent of the Investment Manager) determines, in its absolute discretion within 20 Business Days of the Member ceasing to be employed, a director of or engaged by a Group Company, shall result in the Member being a Good Leaver for the purposes of these Articles;</li> </ul>
<b>Group</b>	the Company and its subsidiaries for the time being and references to a Group Company shall be construed accordingly;
<b>Intermediate Leaver</b>	<p>a Member who ceases to be an employee or director of, or a consultant to, a Group Company:</p> <ul style="list-style-type: none"> <li>(a) in circumstances in which he is not a Good Leaver nor a Bad Leaver; or</li> <li>(b) who would otherwise have been a Bad Leaver but is designated as an Intermediate Leaver at the discretion of the Remuneration Committee (with prior written consent of the Investment Manager);</li> </ul>
<b>Investment Agreement</b>	the agreement dated on the Adoption Date and made between the Company and the Members on that date;
<b>Investment Manager</b>	Apiary Capital LLP or such other party as may be nominated for that purpose in accordance with the Investment Agreement;
<b>Investors</b>	the holder for the time being of the A Ordinary Shares (including any additional or replacement Investor who is



	joined as an Investor in a deed of adherence to, and in the form required by, the Investment Agreement);
<b>Investor Consent</b>	has the meaning given to it in the Investment Agreement;
<b>Investor Director</b>	a Director appointed pursuant to article 17.1.1;
<b>Investor Loan Note Instruments</b>	together the Series A Loan Note Instrument and the Further Investor Loan Note Instrument;
<b>Investor Loan Notes</b>	together the Series A Loan Notes and any Further Investor Loan Notes;
<b>Investor Majority</b>	the holder(s) for the time being of more than 50% of the A Ordinary Shares;
<b>Issue Price</b>	in relation to a Share, the price at which such Share is issued (or to be issued if applicable), being the aggregate of the amount paid up or credited as paid up (or to be paid up or to be credited as paid up if applicable) in respect of the nominal value of such Share and any share premium thereon (if any);
<b>Lien Notice</b>	a notice in writing setting out the Unpaid Premium due and owing from a Relevant Member to the Company;
<b>Listing</b>	either: <ul style="list-style-type: none"> <li>(a) the admission of all or any part of the Shares to listing on the Official List of the United Kingdom Listing Authority and to trading on the London Stock Exchange's market for listed securities;</li> <li>(b) the admission of all or any part of the Shares to trading on AIM, a market operated by the London Stock Exchange; or</li> <li>(c) the admission of all or any part of the Shares to listing and/or trading on any other Recognised Investment Exchange,</li> </ul> and, in any such case, such admission becoming unconditionally effective;
<b>Loan Notes</b>	the Series A Loan Notes, the Series B Loan Notes and, if any, the Further Investor Loan Notes and the Further Management Loan Notes;
<b>London Stock Exchange</b>	London Stock Exchange plc;
<b>Manager Majority Consent</b>	has the meaning given in the Investment Agreement;

<b>Member</b>	a registered holder of a Share from time to time, as recorded in the register of members of the Company;
<b>Midco</b>	Primis Midco Limited (company number 14668261);
<b>Model Articles</b>	the model articles for private companies limited by shares contained in schedule 1 Companies (Model Articles) Regulations 2008 as amended prior to, and in force as at, the Adoption Date;
<b>Ordinary Share</b>	means an A Ordinary Share, B Ordinary Share, C Ordinary Share or D Ordinary Share (as applicable);
<b>partly paid</b>	in relation to a Share, means that part of that Share's nominal value or any premium at which it was issued that has not been paid to the Company;
<b>Realisation</b>	a Share Sale or a Listing;
<b>Realisation Value</b>	has the meaning given to it in article 5.1;
<b>Recognised Investment Exchange</b>	has the meaning given in section 285(1) Financial Services and Markets Act 2000;
<b>Relevant Member</b>	a Member in respect of whom the Investment Manager has notified the Company that an event shall be treated as a Transfer Event in accordance with article 12.1;
<b>Relevant Securities</b>	any: <ul style="list-style-type: none"> <li>(a) Shares (other than the D Ordinary Shares), or any right to subscribe for or convert any securities into any Shares;</li> <li>(b) Debt Securities; or</li> <li>(c) other share in the capital of any Group Company issued by any Group Company;</li> </ul>
<b>Remuneration Committee</b>	the remuneration committee of the Company from time to time;
<b>Reorganisation</b>	has the meaning given to it in the Investment Agreement;
<b>Series A Loan Note Instrument</b>	the instrument dated the same date as the Adoption Date constituting the Series A Loan Notes;
<b>Series A Loan Notes</b>	the £31,064,271 unsecured 11% rate A loan notes 2029 of Midco (of which only £24,237,005 shall be in issue on the Adoption Date);
<b>Series B Loan Note Instrument</b>	the instrument dated the same date as the Adoption Date constituting the Series B Loan Notes;

<b>Series B Loan Notes</b>	the £12,343,734 unsecured 11% rate B loan notes 2029 of Midco;
<b>Shares</b>	any shares of any class in the capital of the Company;
<b>Share Option Scheme</b>	any share option scheme of the Company approved by the Investor;
<b>Share Sale</b>	the transfer of any interest in any Shares (whether by one transaction or a series of transactions), other than a transfer in accordance with article 10.1, which results in a Change of Control;
<b>Third Party Purchaser</b>	any person who is not a party to the Investment Agreement from time to time or a holder of Shares and/or Debt Securities nor a person connected with any such person;
<b>Transfer Event</b>	each of the events set out in article 12.1;
<b>Transfer Notice</b>	a notice in accordance with article 11 that a Member wishes to transfer his Shares;
<b>Underperformance Period</b>	has the meaning given to that term in article 6.4;
<b>Vested Shares</b>	<p>such number of C Ordinary Shares as is equal to the following percentage of the relevant Compulsory Transfer Shares that are C Ordinary Shares (rounded up or down to the nearest whole number of Shares (where half numbers shall be rounded up)):</p> <ul style="list-style-type: none"> <li>(a) 0% if the Cessation Date of the Relevant Member is prior to (and excluding) the first anniversary of the Acquisition Date;</li> <li>(b) 20% if the Cessation Date of the Relevant Member is on the first anniversary of the Acquisition Date;</li> <li>(c) if the Cessation Date of the Relevant Member is after the first anniversary but before the fourth anniversary of the Acquisition Date, a percentage between 20% and 80% calculated on a straight line basis vesting daily between first anniversary of the Acquisition Date and the fourth anniversary of the Acquisition Date such that the cumulative total percentage of Vested Shares on the day of the fourth anniversary of the date on which the Relevant Member acquired their Compulsory Transfer Shares that are C Ordinary Shares is 80%;</li> <li>(d) 80% if the Cessation Date of the Relevant Member is on or after the fourth anniversary of the Acquisition Date; and</li> </ul>

(e) 100% on a Realisation or an Asset Sale.

**Warehouse** employee warehouse whereby the relevant Shares are held by the Warehouse as a nominee of, and in trust for, any person(s) (being a current or future employee or officer of or consultant to a Group Company) (**Beneficiary**) pending transfer of such Share(s) to a Beneficiary.

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

1.3 In these Articles a reference to:

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

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

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

1.3.4 writing includes any mode of reproducing words in a legible and non-transitory form other than email and fax;

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

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

1.4 All consents or approvals to be given by an Investor Majority, the Investment Manager or an Investor Director in respect of any provision of these Articles must be given in writing which shall for the purposes of any such consents or approvals include email provided that the subject matter of such email is stated as "Investor Consent", which consent shall be deemed to be given if the Investor Director attends and votes in favour of the matter at a duly convened meeting of the Board.

- 1.5 The contents table and headings in these Articles are for convenience only and do not affect the interpretation or construction of these Articles.
- 1.6 Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.7 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 1.8 Any question as to whether a person is connected with another shall be determined in accordance with section 1122 Corporation Tax Act 2010 (except that in construing section 1122 "control" has the meaning given by section 1124 or section 450 of that Act so that there is control whenever section 1124 or 450 requires) which shall apply in relation to these Articles as it applies in relation to that Act.
- 1.9 These Articles shall be binding on and shall survive for the benefit of the personal representatives and successors-in-title of each party.

## **2 RIGHTS ATTACHING TO SHARES - GENERAL**

- 2.1 Except as provided otherwise in these Articles, the A Ordinary Shares, the B Ordinary Shares, the C Ordinary Shares and the D Ordinary Shares shall rank *pari passu* but they shall constitute separate classes of Shares.

## **3 RIGHTS ATTACHING TO D ORDINARY SHARES**

- 3.1 Article 21 of the Model Articles shall not apply to the Company. Shares may be issued by the Company which are nil, partly or fully paid.
- 3.2 Where a D Ordinary Share is issued at nil value, as partly paid or below Fair Value, the holder of such D Ordinary Share shall be obliged to pay to the Company such sum representing the difference between the D Ordinary Share Acquisition Price and Fair Value (such Fair Value calculated either (i) at the time of the issue and allotment of such D Ordinary Share where a person becomes a Member by virtue of the issue and allotment of a D Ordinary Share to them by the Company or (ii) on the transfer of a D Ordinary Share from another Member or nominee) on the D Ordinary Share so subscribed or transferred (**Unpaid Premium**).
- 3.3 On a Realisation or an Asset Sale, an amount equal to the Unpaid Premium shall be deducted by the Company from the pro rata amount of the Realisation Value due to the holder of each D Ordinary Share and the Company undertakes to apply the amount so received in paying up in full the Unpaid Premium on each relevant D Ordinary Share.

## **4 DIVIDENDS**

- 4.1 The holders of the Shares shall not be entitled to receive any dividends in respect of those Shares until such time as the Loan Notes have been redeemed in full, other than with Investor Consent.

- 4.2 Subject to article 4.1, any profits which the Company, on the recommendation of the Directors and subject to the consent of the Investment Manager, determines to distribute in respect of any Accounting Period shall be applied on a non-cumulative basis between the holders for the time being of the Shares. Any such dividend shall be paid in cash and shall be distributed amongst the holders of such Shares pro rata according to the number of such Shares held by each of them respectively, as if they constituted one class of share.

## 5 RETURN OF CAPITAL

- 5.1 On a return of capital, whether on liquidation, capital reduction or otherwise including on a Realisation or an Asset Sale (but excluding a purchase of own shares), any surplus assets of the Company remaining after the payment of its liabilities (**Realisation Value**) shall be distributed amongst the holders of the Shares pro rata according to the number of such Shares held by them respectively as if they constituted one class of share.
- 5.2 Subject to article 5.1, immediately prior to and conditionally upon a Listing or an Asset Sale the Members may be required enter into such reorganisation of the share capital of the Company so as to ensure that the Realisation Value is reallocated between the Members in the same proportions as the preceding provisions of this article 5 would provide on a Share Sale with the same Realisation Value (and, in the case of an Asset Sale, on the basis that such Realisation Value would be distributed to the Members immediately following such reorganisation in accordance with these articles). The details of any such share reorganisation shall be agreed by an Investor Majority, acting in good faith and taking due regard to the tax position of Members holding B Ordinary Shares, with Manager Majority Consent (such consent not to be unreasonably withheld or delayed) and such agreement shall be final and binding on the Company and the Members, provided the provisions of this article 4 are adhered to. Any dispute in respect of such share reorganisation which has not been resolved by the date which is 10 Business Days prior to the proposed date for completion of the relevant Listing or Asset Sale shall be referred to the Expert for determination in accordance with article 28. The Members undertake to do all such acts necessary (including by the exercise of any voting rights (whether as a Director or Member)) so as to procure that any reorganisation agreed or determined as aforesaid takes place (including, as required, any sub-division, re-designation or consolidation).

## 6 VOTING

- 6.1 Subject to articles 6.2 and 6.3, each Member (whether present in person or by representative or by proxy) shall be entitled to one vote for each A Ordinary Share, B Ordinary Share or C Ordinary Share held by them at a general meeting of the Company on a show of hands or on a poll, or on the circulation of a written resolution.
- 6.2 The D Ordinary Shares shall carry no right to vote or receive notice of or attend any meetings of the Members.
- 6.3 If an Event of Default has occurred and is subsisting and the holders of not less than 50% of the A Ordinary Shares notify the Company in writing (the **EoD Notice**) that such Event of Default has occurred and is subsisting and

such Event of Default has not been remedied within 10 Business Days of such EoD Notice (where capable of being remedied) (the **EoD Date**), then the number of voting rights attaching to the A Ordinary Shares (as a class) at any general meeting or on any written resolution shall be such number as is equal to 90% of the total voting rights attaching to all Shares in issue at the date of any such meeting or the date of circulation of any such resolution (calculated after the application of this article 6.3).

6.4 The enhanced voting rights attached to the A Ordinary Shares by virtue of article 6.3 shall continue from the EoD Date referred to in article 6.3:

6.4.1 until the relevant Event of Default ceases;

6.4.2 until such Event of Default is waived by the Investment Manager;  
or

6.4.3 (in the case of an Event of Default being capable of being remedied) until otherwise remedied to the satisfaction, confirmed in writing, of the Investment Manager acting reasonably and in good faith,

(**Underperformance Period**) and the Investment Manager shall give such confirmation in writing within 1 Business Day following the relevant Event of Default ceasing, being waived or remedied in accordance with this article.

## 7 VARIATION OF CLASS RIGHTS

7.1 Without prejudice to the generality of their rights, the special rights attaching to the A Ordinary Shares shall be deemed to be varied at any time by any of the following occurring without class consent:

7.1.1 any variation to the share capital of the Company or any Group Company (other than a wholly owned subsidiary) or the rights attaching to any of the Shares, or the creation, allotment, issue or redemption of any shares or securities or the grant of or agreement to grant any option or right to require the allotment or issue of, or subscribe for, or convert any instrument into any share or securities of the Company or any Group Company or cancelling or accepting the surrender of any such right to subscribe or convert;

7.1.2 any alteration to the constitution (as defined in section 17 of the Act) of any Group Company (other than a wholly owned subsidiary);

7.1.3 instituting any proceedings or taking any steps in relation to or in preparation for the winding up, administration or dissolution of, or the appointment of an administrator, administrative receiver, receiver or manager in respect of, any Group Company or any of the assets or undertaking of any Group Company;

7.1.4 the declaration or payment of any distribution or return of a capital or income nature to any person;

- 7.1.5 the capitalisation of any undistributed profits (whether or not such profits are available for distribution and including profits standing to the credit of any reserve) or any sums standing to the credit of the share premium account or capital redemption reserve fund of any Group Company;
  - 7.1.6 other than in accordance with the Facility Documents, the creation, variation or extension by a Group Company of any Encumbrance (other than any interest arising by operation of law in the normal and ordinary course of business or retention of title in the normal and ordinary course of trading);
  - 7.1.7 the appointment or removal of any director of any Group Company (other than an Investor Director or the chairman in accordance with article 17.1, 17.4 or 20.6.3);
  - 7.1.8 the appointment or removal of the auditors of any Group Company (other than a deemed reappointment in accordance with section 487(2) of the Act);
  - 7.1.9 a Realisation or an Asset Sale;
  - 7.1.10 the acquisition (by any means) by any Group Company of any shares (or any interest in any shares) in the capital of any company or the whole or any part (or any interest in any part) of the business and assets of any other person;
  - 7.1.11 the disposal (by any means) by any Group Company of any shares (or any interest in any shares) in the capital of any Group Company, or the admission to trading on the London Stock Exchange (or any other Recognised Investment Exchange) of any of the issued share capital of any Group Company (other than the Company);
  - 7.1.12 the making of any material change (including cessation) in the nature of the business of the Group;
  - 7.1.13 the convening of a general meeting, or the circulating of a written resolution, to effect or approve any matter which would, by virtue of this article 7.1, constitute a variation of the rights attached to the A Ordinary Shares;
  - 7.1.14 the registration or purported registration of a transfer of any interest in any Shares other than as permitted by these Articles; or
  - 7.1.15 any Group Company incurring or agreeing to incur an obligation to do any of the matters set out above in this article 7.1.
- 7.2 Subject always to the terms of the Investment Agreement, nothing in these Articles or otherwise shall confer any special rights or privileges or class rights or entitlements to the holders of any shares which are not A Ordinary Shares (**Other Shares**) during an Underperformance Period and, subject always to the terms of the Investment Agreement, nothing done in an Underperformance Period (or subsequently as a necessary consequence of



anything done or any right or entitlement granted during an Underperformance Period) by the Company or any member of the Group or any other shareholder of a Group Company shall constitute or be deemed to constitute any variation, modification or abrogation of the rights of or require any consent to be obtained by the holders of the Other Shares or any of them if the Relevant Conditions are satisfied. Subject always to the terms of the Investment Agreement, during an Underperformance Period, the allotment of any shares which will rank pari passu in all respects with any existing class of shares or any shares ranking ahead of any existing class of shares, shall not constitute a variation or abrogation of the class rights attaching to any class of shares other than the class rights of the holders of the A Ordinary Shares.

- 7.3 In the case of B Ordinary Shares, C Ordinary Shares or D Ordinary Shares, if the Relevant Conditions are satisfied, the class rights attaching to the B Ordinary Shares and/or the C Ordinary Shares and/or D Ordinary Shares may be varied or abrogated with the consent in writing of the holders of over one half in nominal value of the A Ordinary Shares.
- 7.4 For the purposes of articles 7.2 and 7.3, the **Relevant Conditions** are that the proposed variation, amendment or replacement of the class rights attaching to the A Ordinary Shares and/or B Ordinary Shares/C Ordinary Shares/D Ordinary Shares is not discriminatory as between the A Ordinary Shares on the one hand and the B Ordinary Shares/C Ordinary Shares/D Ordinary Shares on the other hand.

## 8 ISSUE OF SECURITIES

- 8.1 Subject to article 7.1 and articles 8.2 to 8.7 the Directors are generally and unconditionally authorised for the purposes of section 551 of the Act to exercise any power of the Company to allot Shares, and any right to subscribe for or convert any securities into any Shares. The authority granted under this article 8.1 shall in respect of Shares:

- 8.1.1 be limited to a maximum amount of 572,408 A Ordinary Shares, 227,492 B Ordinary Shares, 150,000 C Ordinary Shares (in aggregate) and 50,000 D Ordinary Shares;
- 8.1.2 only apply in so far as it is not renewed, waived or revoked by ordinary resolution of the Members; and
- 8.1.3 expire on the day immediately preceding the fifth anniversary of the Adoption Date, provided that the Directors may allot Shares, or any right to subscribe for or convert any securities into any Shares after the expiry of such period in pursuance of an offer or agreement to do so made by the Company within such period,

and no limit shall apply in respect of any Debt Securities.

- 8.2 Subject to article 7.1 and article 8.12, any Relevant Securities which the Directors propose to allot, grant or otherwise dispose of shall, before they are so allotted, granted or otherwise disposed of, be first offered to the Members holding Shares which are Relevant Securities on a pro rata basis (for the avoidance of doubt excluding any D Ordinary Shares). Such offer shall be made by means of a notice in writing (a **Subscription Notice**)

served by the Directors on all Members holding Shares which are Relevant Securities which shall:

- 8.2.1 state the number and class of Relevant Securities offered together with the terms attaching to those Relevant Securities (where such terms are not set out in these Articles);
  - 8.2.2 state the Issue Price per Relevant Security, which shall be determined by the Directors with the consent of the Investment Manager;
  - 8.2.3 if directed by the Investment Manager, include conditions that if the holders of A Ordinary Shares, in addition to subscribing for Relevant Securities pursuant to any Subscription Notice, are also proposing to loan monies to the Company at the same time (whether by subscription for loan notes or otherwise) (an **Investor Loan**) then the holders of the B Ordinary Shares and the holders of the C Ordinary Shares shall also be required to make loans to the Company on the same terms (an **Ordinary Loan**) provided that an Ordinary Loan for a holder of B Ordinary Shares or a holder of C Ordinary Shares shall be in the same proportion of loan to share capital subscription as the proportions proposed to be invested by the holders of A Ordinary Shares pursuant to any Investor Loan;
  - 8.2.4 invite the relevant offerees to respond in writing to the Company stating the number of Relevant Securities for which they wish to subscribe; and
  - 8.2.5 expire, and the offer made in that notice to an offeree shall be deemed to be withdrawn if not previously accepted by such offeree, on the date specified therein, being not less than 10 nor more than 20 Business Days after the date of the Subscription Notice.
- 8.3 After the expiry of the period referred to in the Subscription Notice or, if sooner, upon all Members holding Shares that are Relevant Securities referred to in Article 8.2, having responded to the Subscription Notice (in either case, the **Subscription Allocation Date**), the Directors shall allocate the Relevant Securities in accordance with the applications received provided that:
- 8.3.1 no Relevant Securities shall be allocated to any such Member who, at the Subscription Allocation Date, is bound to give, or has given or is deemed to have given, a Transfer Notice in respect of any Shares registered in his/her name (including, for the avoidance of doubt, a Compulsory Transfer Notice);
  - 8.3.2 no Relevant Securities shall be allocated to any such Member who does not satisfy any conditions set out in the Subscription Notice pursuant to article 8.2.3;
  - 8.3.3 if there are applications for more than the number of Relevant Securities available, the Relevant Securities shall be allocated to the relevant applicants in proportion (as nearly as practicable

but without allocating to any applicant more Relevant Securities than he applied for) to the number of Shares held by each of them respectively; and

- 8.3.4 the allocation of any fractional entitlements to Relevant Securities amongst such Members shall be dealt with by the Directors, with the consent of an Investor Director, in such manner as they see fit.
- 8.4 Within 5 Business Days of the Subscription Allocation Date the Directors shall give notice in writing (a **Subscription Allocation Notice**) to each Member to whom Relevant Securities have been allocated pursuant to article 8.3 (each a **Subscriber**). A Subscription Allocation Notice shall state:
  - 8.4.1 the number and class of Relevant Securities allocated to that Subscriber;
  - 8.4.2 the aggregate Issue Price payable by the Subscriber in respect of the Relevant Securities allocated to him; and
  - 8.4.3 the place, date and time (being not less than 2 nor more than 5 Business Days after the date of the Subscription Allocation Notice) at which completion of the subscription for the Relevant Securities shall take place.
- 8.5 Completion of a subscription for Relevant Securities pursuant to a Subscription Allocation Notice shall take place at the place, date and time specified in the Subscription Allocation Notice when the Subscriber will pay the relevant subscription monies to the Company in cleared funds and the Company will allot and issue or grant the Relevant Securities to that Subscriber and deliver to that Subscriber a duly executed share certificate or certificate of grant (as the case may be) in respect of those Relevant Securities. If a Subscriber shall fail for any reason to pay the relevant subscription monies in respect of any Relevant Securities to the Company in cleared funds by the date specified in the Subscription Allocation Notice he shall be deemed to have declined the offer made to him in respect of those Relevant Securities which shall immediately be deemed to be released from the provisions of articles 8.2 to 8.4.
- 8.6 Any Relevant Securities which are not accepted pursuant to articles 8.2 to 8.4, and any Relevant Securities released from the provisions of those articles by virtue of a Subscriber's default in accordance with article 8.5 may be offered by the Directors to a third party approved by the Investment Manager and such Relevant Securities shall, subject to the provisions of the Act and article 7.1, be at the disposal of the Directors who may allot, grant or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think fit in their absolute discretion, provided that:
  - 8.6.1 no Share shall be issued at a discount;
  - 8.6.2 no Relevant Securities shall be allotted, granted or otherwise disposed of on terms which are more favourable than those on which they were offered to the Members pursuant to article 8.2; and

- 8.6.3 no Relevant Securities shall be allotted, granted or otherwise disposed of more than 3 months after the date of the relevant Subscription Notice relating to those Relevant Securities unless the procedure in articles 8.2 to 8.4 is repeated in relation to that Relevant Security.
- 8.7 The provisions of articles 8.2 to 8.4 shall not apply during an Underperformance Period in relation to any Relevant Securities which the Board (with Investor Director consent) reasonably deems necessary to issue to cure or otherwise resolve the matters giving rise to the relevant Event of Default and any other matters arising as a result of such matters.
- 8.8 If an issue of Relevant Securities has taken place pursuant to this article 8 during an Underperformance Period and, in accordance with article 8.7, the provisions of articles 8.2 to 8.4 shall not have applied to any such issue (**Emergency Issue**), then within 20 Business Days following such an issue of Relevant Securities, the Company shall give notice (a **Catch-Up Notice**) to each Member holding A Ordinary Shares and/or B Ordinary Shares and/or C Ordinary Shares not subscribing for such Relevant Securities (provided that a Catch-Up Notice need not be served on any such Member who as at the date of the Catch-Up Notice, is bound to give, or has given or is deemed to have given, a Transfer Notice in respect of any Shares registered in his name) offering such Members the right to subscribe for such number of A Ordinary Shares and/or B Ordinary Shares and/or C Ordinary Shares (as applicable) as would mean that, if fully taken up, they would each have the same proportion of A Ordinary Shares and/or B Ordinary Shares and/or C Ordinary Shares as they had immediately prior to the Emergency Issue, at the same Issue Price per Relevant Security within 20 Business Days of the date of service of such Catch-Up Notice provided that the terms on which such A Ordinary Shares and/or B Ordinary Shares and/or C Ordinary Shares are to be issued are the same terms on which Relevant Securities were issued pursuant to the Emergency Issue, and such Member shall also be required to subscribe for a pro rata amount of loan notes to any loan notes subscribed for by subscribing shareholders at the same time as the issue of the Relevant Securities that are subject of the Emergency Issue.
- 8.9 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to the Company.
- 8.10 Notwithstanding any other provision of these Articles, no Share shall be allotted to a person who is not already a party to the Investment Agreement unless that person has entered into a deed of adherence to (or in the case of a holder of D Ordinary Shares and no other Relevant Securities, a D Ordinary Share Subscription Letter), and in the form required by, the Investment Agreement.
- 8.11 Where any Share is issued to an existing Member holding Shares, such new Share shall, if so required by the Investment Manager, on and from the time of registration of the allotment and issue of that share in the register of members of the Company, be immediately and automatically (without resolution of the Members or Directors) re-designated as a Share of the same class as the Shares already held by such Member.
- 8.12 Article 8.2 shall not apply to the following:

- 8.12.1 the allotment of any Shares or Debt Securities pursuant to the completion of the Investment Agreement;
- 8.12.2 the allotment of the C Reserved Shares in accordance with the terms of the Investment Agreement;
- 8.12.3 the allotment of the D Ordinary Shares in accordance with the terms of the Investment Agreement;
- 8.12.4 the allotment of any Shares or Debt Securities with both Investor Consent and Manager Majority Consent;
- 8.12.5 Shares issued with Investor Consent to raise funds in relation to a Listing and otherwise in accordance with article 5.2;
- 8.12.6 Shares issued in connection with a refinancing or Reorganisation to persons who are not Investors or persons connected to the Investors and otherwise in accordance with article 5.2;
- 8.12.7 Shares issued with Investor Consent as consideration (whether in full or in part) for the acquisition of a company or a business or assets from persons who are not Investors (or Shares in connection with the financing of such acquisition); and
- 8.12.8 Shares issued by way of an Emergency Issue with Investor Consent pursuant to article 7.7, provided that article 8.8 is complied with.

## 9 TRANSFER OF SHARES - GENERAL

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

9.1.1 if it is to a minor, undischarged bankrupt, trustee in bankruptcy or person who (in the reasonable opinion of the Investment Manager) lacks capacity; or

9.1.2 unless:

(a) the transfer is permitted by article 10; or

(b) the transfer is made in accordance with article 11, 12, 13 or 14,

and in either case (other than in respect of a transfer to a Third Party Purchaser under article 13 or 14) the transferee, if not already a party to the Investment Agreement, has entered into a deed of adherence to (or in the case of a holder of D Ordinary Shares (and no other Relevant Securities), a D Ordinary Share Subscription Letter), and in the form required by, the Investment Agreement.

9.2 The Directors may only refuse to register a transfer of Shares which is either permitted under article 10 or made in accordance with articles 11, 12, 13 or 14 if:

- 9.2.1 the transfer has not been lodged at the Company's registered office (or such other place as the Directors may nominate for this purpose);
- 9.2.2 the transfer is not accompanied by the certificate for the Shares to which it relates (or an indemnity for a lost, stolen or damaged certificate in such form as is reasonably required by the Directors) and such other evidence (if any) as the Directors may reasonably require to show the right of the transferor to make the transfer;
- 9.2.3 the transfer is in respect of more than one class of Shares;
- 9.2.4 the transfer is in favour of more than four transferees; or
- 9.2.5 the transfer has not been properly stamped or certified as being not liable to stamp duty.

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

9.3 For the purposes of ensuring that:

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

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

- 9.4 If any information or evidence provided pursuant to article 9.3 discloses to the reasonable satisfaction of the Directors that circumstances have arisen whereby a Member may be required to give or be deemed to have given a Transfer Notice the Directors may with the consent of the Investment Manager (and shall, if so requested to do so by the Investors) by notice in writing to the relevant Member require that a Transfer Notice be given in respect of the Shares concerned.
- 9.5 In any case where a Member is required to give a Transfer Notice in accordance with the provisions of these Articles and such Transfer Notice is not duly given within a period of 10 Business Days of written notice from the Directors to the relevant Member requesting that such Transfer Notice be

duly given, such Transfer Notice shall be deemed to have been given immediately upon the expiry of that period of 10 Business Days. Notwithstanding any other provision of these Articles, unless the Investment Manager resolves otherwise, any Shares which are the subject of a Transfer Notice deemed to have been served in accordance with this article 9.5 (and any Shares received after the date of service, or deemed service, of any such Transfer Notice which are derived from any Share which is the subject of that Transfer Notice, whether by conversion, consolidation or subdivision, or by way of capitalisation, rights or bonus issue or otherwise) shall with effect from the date of the relevant deemed Transfer Notice (or, if later, the date on which such Shares are issued), cease to confer upon the holder of such shares any right to receive notice of, or attend, speak or vote at, any general meeting of the Company (or at any meeting of the holders of any class of Shares) or any right to receive or vote on any written resolution of the Company (or the holders of any class of Shares) until such time as another person is entered in the register of members of the Company as the holder of those Shares. For the purposes of this article 9.5, **Shares** are all of the C Ordinary Shares held by the relevant Member who is a Leaver.

- 9.6 Notwithstanding any other provision of these Articles, an obligation to transfer a Share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Share free from any Encumbrance.
- 9.7 Where any Shares are the subject of a Transfer Notice (including a Compulsory Transfer Notice deemed to have been given in accordance with article 12.2), no transfer of any such Shares shall be permitted pursuant to article 10.
- 9.8 Where any Share is transferred to an existing Member holding Shares, such Share shall, if so required by the Investment Manager, on and from the time of registration of the transfer of that share in the register of members of the Company, be immediately and automatically (without resolution of the Members or Directors) re-designated as a Share of the same class as the Shares already held by such Member.

## **10 PERMITTED TRANSFERS**

### **10.1 A Ordinary Shares**

Any A Ordinary Share may, subject to the consent of the Investment Manager, be transferred at any time to:

- 10.1.1 the investment fund or co-investment plan for whom the Shares are held;
- 10.1.2 another nominee or trustee for, or general partner of, the investment fund or co-investment plan for whom the Shares are held;
- 10.1.3 another investment fund or co-investment plan which is managed or advised by the same manager or adviser as the transferor or as the investment fund or co-investment plan for whom the Shares are held;

- 10.1.4 any unitholder, shareholder, partner or participant in, or manager or adviser (or an officer or employee, past or present, of such manager or adviser) of the investment fund or co-investment plan for whom the Shares are held; or
- 10.1.5 a manager, custodian, nominee or trustee (or other person so authorised) of any person mentioned in articles 10.1.1 to 10.1.4, or by any such manager, custodian, nominee or trustee to any such person; or
- 10.1.6 any Syndicatee (as such expression is defined in the Investment Agreement, and in accordance with the terms thereof).

## 10.2 Transfer with consent

Any B Ordinary Shares, C Ordinary Shares or D Ordinary Shares may at any time be transferred with the prior written consent of the Investment Manager.

## 10.3 Transfer within corporate group

- 10.3.1 Any Member which is a body corporate may at any time transfer any A Ordinary Shares and/or B Ordinary Shares held by it to a company which is for the time being a subsidiary or holding company of that Member or another subsidiary of such holding company (each a **member of the same group**).
- 10.3.2 Where, following a transfer or series of transfers of Shares pursuant to this article 10.3.2, the transferee of any Shares ceases at any time for any reason to be a member of the same group as the original transferor of those Shares, such transferee shall forthwith transfer all the Shares held by it to the original transferor (or another member of the same group as that original transferor) for such consideration as they may agree between them and, if they do not agree such consideration or if the transfer is not effected for any other reason within 20 Business Days of the date on which the transferee ceased to be a member of the same group as the original transferor, the Directors may (and shall, if so requested to do by the Investment Manager) authorise and instruct any Director to execute a transfer of the Shares on behalf of the relevant transferee and register the original transferor of those Shares as the holder of such Shares.

## 10.4 Transfer to a Family Member

- 10.4.1 Subject to article 10.4.2, any individual Member may at any time transfer up to 50% of an amount equal to the aggregate number of such Shares (excluding any D Ordinary Shares) held by him to one or more of his Family Members.
- 10.4.2 Where any individual Member (in this article 10.4.2 the **transferor**) transfers Shares to a Family Member (in this article 10.4.2 the **transferee**) the transferor shall procure, before the transfer is presented for registration, that he is appointed, on terms reasonably satisfactory to the Investment Manager, as the



attorney of the transferee to exercise, in the name of and on behalf of the transferee, all or any of the rights in relation to the Shares transferred to him with full (unconditional and irrevocable) authority to sell those Shares on behalf of the transferee on a Realisation. For that purpose the transferee authorises the Company to send any written resolutions, notices or other communications in respect of the Shares registered in the name of the transferee to the transferor.

10.4.3 Where, following a transfer of Shares pursuant to article 10.4.1, the transferee of those Shares ceases for any reason to be a Family Member of the original transferor of those Shares shall within 20 Business Days of a written request so to do from the Directors or the Investor Director, transfer all the Shares held by them to the original transferor failing which the Directors may (and shall, if so requested to do by the Investment Manager) at any time authorise and instruct any Director to execute a transfer of the Shares on behalf of the relevant transferee and register the original transferor of those Shares as the holder of such Shares.

10.4.4 A Family Member to whom Shares have been transferred pursuant to this article 10.4 may transfer those Shares back to the original transferor at any time or to another Family Member of the original transferor, but may not otherwise transfer such Shares pursuant to this article 10.4 or article 10.5.

## 10.5 Transfer to a Family Trust

10.5.1 Subject to articles 10.5.2 any individual Member may at any time transfer any of the Shares (excluding any D Ordinary Shares) held by him to one or more trustees to be held on a Family Trust.

10.5.2 No transfer of Shares shall be permitted pursuant to article 10.5.1 unless the Investment Manager is reasonably satisfied:

- (a) with the terms of the instrument constituting the Family Trust;
- (b) with the identity of the proposed trustee(s) of the Family Trust;
- (c) that the proposed transfer will not result in more than 50% of the Shares being held by the trustee(s) of the Family Trust and any other trust; and
- (d) that no costs incurred in the setting up or administration of the Family Trust are to be paid by any Group Company.

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

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

- (b) the settlor of such Family Trust;
- (c) the trustees of another Family Trust which has the same settlor; or
- (d) any Family Member of the settlor of such Family Trust on their becoming entitled to such Shares under the terms of the Family Trust.

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

- (a) the relevant trust ceases to be a Family Trust in relation to the settlor; or
- (b) there ceases to be any beneficiaries of the Family Trust other than charities,

the trustee(s) shall forthwith, and in any event within 20 Business Days of the date on which the trust ceased to be such a Family Trust or there ceased to be any beneficiaries as above, transfer all the Shares held by them to the original transferor failing which the Directors may (and shall, if so requested to do by the Investment Manager) at any time authorise and instruct any Director to execute a transfer of the Shares on behalf of the relevant transferee and register the original transferor of those Shares as the holder of such Shares.

## 10.6 Transfer by Employee Trust

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

- 10.6.1 any new trustee(s) of the Employee Trust appointed on a change in trustee(s); or
- 10.6.2 any beneficiary of the Employee Trust.

## 10.7 Other Provisions

Any Shares may be transferred pursuant to article 12 (Compulsory transfers), article 13 (Drag along), article 14 (Tag along) and/or article 30 (Purchase of own shares out of cash).

# 11 PRE-EMPTION ON TRANSFER OF SHARES

## 11.1 Transfer Notice

- 11.1.1 Except as permitted under article 10 (Permitted Transfers) or as provided for in articles 13 (Drag Along) and 14 (Tag Along), any Member (a **Seller**) who wishes to transfer any Share (or any interest in any Share) shall, before transferring or agreeing to transfer such Share (or interest), give notice in writing (a **Transfer Notice**) to the Company of his wish.

11.1.2 Subject to article 11.1.3, a Transfer Notice shall:

- (a) state the number and class of Shares (the **Sale Shares**) which the Seller wishes to transfer;
- (b) state the name of the person (if any) to whom the Seller wishes to transfer the Sale Shares;
- (c) state the price per Share (the **Proposed Price**) at which the Seller wishes to transfer the Sale Shares;
- (d) state if the Transfer Notice is conditional upon all (and not only part) of the Sale Shares being sold pursuant to this article 11 (a **Total Transfer Condition**);
- (e) relate to only one class of Share;
- (f) constitute the Company as the agent of the Seller in relation to the sale of the Sale Shares in accordance with this article 11; and
- (g) not be capable of variation or cancellation without the consent of the Investment Manager.

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

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

## 11.2 Transfer Price

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

- (a) subject to the consent of the Investment Manager, the Proposed Price; or
- (b) such other price as may be agreed between the Seller and the Directors, with the consent of the Investment Manager, within 10 Business Days of the date of service (or deemed service) of the Transfer Notice; or
- (c) if no price is agreed pursuant to article 11.2.1(b) within the period specified in that article, or if the Investment Manager directs at any time during that period, whichever is the lower of (i) the Proposed Price and (ii) the Fair Value.

11.2.2 If the Seller and the Directors are unable to agree on the Transfer Price in accordance with article 11.2.1(b) or if the Investment Manager directs in accordance with article 11.2.1(c) (or article 11.1.3(c) in the case of a Transfer Notice which is deemed to have been given by virtue of any provision of these Articles), the Directors shall instruct the Expert to determine and certify the Fair Value of the Sale Shares in accordance with article 28 and Expert's fees shall be borne wholly by the Company.

### 11.3 Board Invitees

In these Articles, the expression **Board Invitee** shall mean any of:

- 11.3.1 the Company (subject to compliance by the Company with the provisions of the Act) as nominee only; and/or
- 11.3.2 the trustees of any Employee Trust; and/or
- 11.3.3 any person(s) (being a current or future employee or officer of or consultant to a Group Company) nominated by the Investment Manager but excluding any Investor Director and any other officer appointed by or who is representing the Investor,

as selected by the Remuneration Committee with the consent of the Investment Manager in the period of three months after the date on which the Transfer Price is agreed or determined in accordance with these Articles.

### 11.4 Offer Notice

11.4.1 Subject to article 11.4.2, the Directors shall serve a notice (an **Offer Notice**) on all Members and any Board Invitees (as the case may be) to whom the Sale Shares are to be offered in accordance with these Articles as soon as reasonably practicable after (and in any event within 20 Business Days of) whichever is the first to occur of:

- (a) the period prescribed in article 11.3 for the selection of Board Invitees having expired; or

- (b) the identity of all Board Invitees having been determined with the consent of the Investment Manager; or
- (c) the Directors determining, with the consent of the Investment Manager, that none of the Sale Shares are to be offered to a Board Invitee,

or, if later, on the Transfer Price being agreed or determined in accordance with these Articles.

11.4.2 An Offer Notice shall not be sent to, and no Sale Shares shall be treated as offered to, the Seller or any Member who, at the date of the Offer Notice, is bound to give, or has given or is deemed to have given, a Transfer Notice in respect of any Shares registered in his name.

11.4.3 An Offer Notice shall:

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

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

- (a) firstly, to all persons in the category set out in the corresponding line in the second column in the table below;
- (b) secondly, to the extent not already accepted by persons in the second column, to all persons in the category set out in the corresponding line in the third column in the table below; and
- (c) thirdly, to the extent not already accepted by persons in the second or third columns, to all persons in the category set out in the corresponding line in the fourth column in the table below.

(1) Class of Sale Shares	(2) First offer to:	(3) Second offer to:	(4) Third offer to
A Ordinary Shares	Members holding A Ordinary Shares	-	-
B Ordinary Shares	Members holding B Ordinary Shares	Board Invitees	The Company and Members holding A Ordinary Shares and C Ordinary Shares
C Ordinary Shares	Board Invitees	The Company only (as a Warehouse only)	Members holding A Ordinary Shares (as a Warehouse only)
D Ordinary Shares	Board Invitees	The Company only (as a Warehouse only)	-

## 11.5 Allocation of Sale Shares

11.5.1 After the expiry of the period specified in the Offer Notice or, if sooner, upon all Members holding shares of a class specified in a column in the table in article 11.4.4 having responded to the Offer Notice and the Company having received valid applications for all the Sale Shares (in either case the **Allocation Date**), the Directors shall allocate the Sale Shares in accordance with the applications received in the priorities and in respect of each class of persons set out in the table in article 11.4.4 provided that:

- (a) if there are applications from any class of offerees for more than the number of Sale Shares available for that class, the Sale Shares shall be allocated to the relevant applicants in proportion (as nearly as practicable but without allocating to any applicant more Sale Share than he applied for) to the number of Shares of the class entitling them to receive such offer held by each of them respectively;
- (b) the allocation of any fractional entitlements to Sale Shares amongst the members of a particular class of Shares shall be dealt with by the Directors, with the consent of an Investor Director, in such manner as they see fit;
- (c) the allocation of Sale Shares between two or more Board Invitees shall be at the absolute discretion of the Directors, subject to the approval of the Investment Manager; and
- (d) no Sale Shares shall be allocated to any Member who, at the Allocation Date, is bound to give, or has given or is deemed to have given, a Transfer Notice in respect of any Shares registered in his name.

- 11.5.2 Within 5 Business Days of the Allocation Date the Directors shall give notice in writing (an **Allocation Notice**) to the Seller and each Member or Board Invitee to whom Sale Shares have been allocated pursuant to article 11.5.1 (each a **Buyer**). An Allocation Notice shall state:
- (a) the number and class of Sale Shares allocated to that Buyer;
  - (b) the name and address of the Buyer;
  - (c) the aggregate purchase price payable by the Buyer in respect of the Sale Shares allocated to him;
  - (d) the information (if any) required pursuant to article 11.5.4; and
  - (e) subject to article 11.5.4, the place, date and time (being not less than 2 nor more than 5 Business Days after the date of the Allocation Notice) at which completion of the sale and purchase of the relevant Sale Shares shall take place.
- 11.5.3 Subject to article 11.5.4, completion of a sale and purchase of Sale Shares pursuant to an Allocation Notice shall take place at the place, date and time specified in the Allocation Notice when the Seller will, upon (subject to article 11.6) payment of the Transfer Price in respect of the Sale Shares allocated to a Buyer, transfer those Sale Shares, and deliver the relevant share certificate(s) in respect of such Sale Shares, to that Buyer.
- 11.5.4 If the Transfer Notice contained a Total Transfer Condition and the total number of Shares applied for and allocated to the Buyers in accordance with article 11.5.1 is less than the total number of Sale Shares then:
- (a) the Allocation Notice will refer to the Total Transfer Condition and will contain a further offer (the **Further Offer**) to the Buyers inviting them to apply for further Sale Shares at the Transfer Price;
  - (b) the Further Offer shall expire, and shall be deemed to be withdrawn, upon the expiry of the period (being not more than 10 Business Days) specified in the Allocation Notice;
  - (c) any Sale Shares accepted by the Buyers pursuant to the Further Offer shall be allocated amongst them in accordance with the provisions of articles 11.5.1(a) to (c); and
  - (d) following the allocation of any Sale Shares amongst the Buyers in accordance with article (c), and provided all the Sale Shares have then been allocated, the Directors shall issue revised Allocation Notices in accordance with article 11.5.2 but omitting article 11.5.2(d) of that article.

- 11.5.5 Subject to article 11.5.6, the service of an Allocation Notice (or a revised Allocation Notice in accordance with article 11.5.4) shall constitute the acceptance by a Buyer of the offer to purchase the number of Sale Shares specified in that Allocation Notice on the terms offered to that Buyer.
- 11.5.6 If after following the procedure set out in this article 11 the total number of Shares applied for and allocated to the Buyers remains less than the total number of Sale Shares, then:
- (a) if the Transfer Notice contained a Total Transfer Condition, then notwithstanding any other provision of this article 11 no Sale Shares shall be deemed to have been allocated to any Buyer and the Seller and the Buyers shall not be bound to sell or purchase any Sale Shares in accordance with this article 11; and
  - (b) the Company shall notify the Seller that it has failed to find Buyers for all or some (as the case may be) of the Sale Shares.

#### **11.6 Default by the Seller**

- 11.6.1 If a Seller shall fail for any reason (including death) to transfer any Sale Shares to a Buyer when required by this article 11, the Directors may (and will if requested to do so by the Investment Manager) authorise any Director to execute each necessary transfer of Sale Shares on the Seller's behalf and to deliver that transfer to the relevant Buyer.
- 11.6.2 The Company may receive the purchase money from a Buyer on behalf of the Seller and shall then, subject to due stamping, enter the name of that Buyer in the register of members of the Company as the holder of the Sale Shares so transferred to him. The receipt of the Company for the purchase money shall constitute a good discharge to the Buyer (who shall not be bound to see to the application of it) and after the Buyer has been registered in purported exercise of the power conferred by this article 11.6 the validity of the proceedings shall not be questioned by any person.
- 11.6.3 The Company shall hold the relevant purchase money on trust for the Seller (but without interest) and the Company shall not pay such money to the Seller until he has delivered to the Company the share certificate(s) in respect of the relevant Shares (or a suitable indemnity in a form reasonably satisfactory to the Directors with the consent of the Investor Director).

#### **11.7 Transfers following exhaustion of pre-emption rights**

If any Sale Shares are not allocated to a Buyer under any of the foregoing provisions of this article 11 the Seller may, at any time within 3 calendar months of the date of service of the notice referred to in article 11.5.6(b), sell any of those unallocated Sale Shares to the person named in the Transfer Notice (or, if none was so named, any other person) at not less



than the Transfer Price (without any deduction, rebate or allowance to the proposed purchaser) provided that:

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

## 12 COMPULSORY TRANSFERS

- 12.1 In this article 12 each of the following shall be a **Transfer Event** in relation to a Member:
  - 12.1.1 an order being made by the court or the adjudicator for the bankruptcy of that Member, or a petition being presented or an application being made for an adjudication for such bankruptcy which petition or application is not withdrawn or dismissed within 10 Business Days of being presented or made;
  - 12.1.2 the Member circulating a proposal in relation to, or taking any other steps with a view to, making an arrangement or composition in satisfaction of his creditors generally;
  - 12.1.3 the Member being unable to pay his debts as they fall due (within the meaning of section 268 Insolvency Act 1986);
  - 12.1.4 any step being taken for the appointment of a receiver, manager or administrative receiver over all or any material part of the Member's assets, or any other steps being taken to enforce any Encumbrance over all or any material part of the Member's assets or any Shares held by that Member;
  - 12.1.5 any proceedings or orders equivalent or analogous to any of those described in articles 12.1.1 to 12.1.4 above occurring in respect of the Member under the law of any jurisdiction outside England and Wales;
  - 12.1.6 where a Member becomes a Good Leaver, Intermediate Leaver or Bad Leaver;

12.1.7 where a Member becomes a D Leaver,

and, in any such case the Investment Manager notifying the Company within:

- (a) twelve months of the occurrence of such event (or, if later, within twelve months of the date on which the Directors first became aware of the occurrence of such event) where such event occurs in relation to a holder of only D Ordinary Shares (and no other Relevant Securities); or
- (b) six months of the occurrence of such event (or, if later, within six months of the date on which the Directors first became aware of the occurrence of such event) in all other cases,

that such event is a Transfer Event in relation to that Member for the purposes of this article 12.

12.2 Upon the Investment Manager notifying the Company that an event is a Transfer Event in respect of a Member in accordance with article 12.1:

12.2.1 the Relevant Member and any other person holding Compulsory Transfer Shares, shall be deemed to have served a Transfer Notice (a **Compulsory Transfer Notice**) in respect of all the Compulsory Transfer Shares held from time to time by each of them respectively. A Compulsory Transfer Notice shall supersede any current Transfer Notice in respect of any Compulsory Transfer Shares; and

12.2.2 in respect of a D Leaver, the Company shall be deemed to have served a Lien Notice on the Relevant Member in respect of all of the Compulsory Transfer Shares held from time to time, save that the Investment Manager may, in its absolute discretion, permit the lien owing to the Company pursuant to the Lien Notice to be transferred to any holder of the D Ordinary Shares to whom the Compulsory Transfer Shares held by a D Leaver are so transferred in accordance with these Articles.

12.3 The Compulsory Transfer Shares shall be offered for sale in accordance with the provisions of article 11 as if the Compulsory Transfer Shares were Sale Shares except that where the relevant Transfer Event falls within the provisions of article 12.1.6, the Transfer Price in respect of:

12.3.1 the Compulsory Transfer Shares that are C Ordinary Shares shall be:

- (a) where the Relevant Member is a Good Leaver, an amount equal to the higher of Fair Value and Issue Price for the Compulsory Transfer Shares;
- (b) where the Relevant Member is an Intermediate Leaver, (i) in respect of those Compulsory Transfer Shares which are Vested Shares, an amount equal to higher of Fair Value

and Issue Price; and (ii) in respect of those Compulsory Transfer Shares which are not Vested Shares, an amount equal to the lower of Fair Value and Issue Price; and

- (c) where the Relevant Member is a Bad Leaver, an amount equal to the lower of Fair Value and Issue Price for the Compulsory Transfer Shares; and

12.3.2 the Compulsory Transfer Shares that are D Ordinary Shares shall be an amount equal to the D Ordinary Share Acquisition Price.

12.4 Any dispute as to whether the provisions of articles 12.3.1(a), 12.3.1(b) or 12.3.1(c), apply in relation to any Compulsory Transfer Notice shall not affect the validity of a Compulsory Transfer Notice nor shall it delay the procedure to be followed under article 11 in respect of such notice.

12.5 For the purposes of these articles the date of cessation (**Cessation Date**) of a Member's employment, directorship or engagement shall be (or be deemed to be) whichever is the first to occur of:

12.5.1 the date of a notice given by a Group Company to the Member terminating (or purporting to terminate) that Member's employment, directorship or engagement with the Group regardless of whether any such notice constitutes unfair or wrongful dismissal;

12.5.2 the date of a notice given by a Member to a Group Company terminating (or purporting to terminate) that Member's employment, directorship or engagement with the Group regardless of whether any such notice may lawfully be given by the Member;

12.5.3 the date on which a repudiatory breach of any contract of employment or engagement by either the Member or a Group Company is accepted by the other party to that contract;

12.5.4 the date of any event which results in the termination of the contract of employment or engagement under the doctrine of frustration; or

12.5.5 in any circumstances other than those specified in articles 12.5.1 to 12.5.4, the date on which the Member actually ceases to be employed or engaged by the Group.

12.6 Notwithstanding any other provision of these Articles unless the Investment Manager resolves otherwise:

12.6.1 any Compulsory Transfer Shares which are C Ordinary Shares shall, with effect from the date of the relevant Transfer Event (or, if later, the date on which such Shares are issued), cease to confer on the holder of those Shares any right to receive notice of, or attend, speak or vote at, any general meeting of the Company (or at any meeting of the holders of any class of Shares) or any right to receive or vote on any written resolution of the Company (or the holders of any class of Shares) until such time as

another person (who is not connected to the person holding such Compulsory Transfer Shares) is entered in the register of members of the Company as the holder of those Compulsory Transfer Shares (or other Shares); and

12.6.2 where a Member (other than a Member holding A Ordinary Shares or D Ordinary Shares) is employed or engaged by, or becomes a shareholder of a business that supplies products or services in competition with the business of the Group as it is operated from time to time then any Shares held by such Member shall, with effect from the date on which the Board serve a written notice on the Member informing the Member of the Board becoming aware of the Member acting in competition, cease to confer on the holder of those Shares any right to receive notice of, or attend, speak or vote at, any general meeting of the Company (or at any meeting of the holders of any class of Shares) or any right to receive or vote on any written resolution of the Company (or the holders of any class of Shares) until such time as another person (who is not connected to the person holding such Shares) is entered in the register of members of the Company as the holder of those Shares.

12.7 Articles 27(2)(a) and 28 of the Model Articles shall not apply to the Company.

12.8 In respect of any Member holding C Ordinary Shares who initially being a Good Leaver or Intermediate Leaver but who is subsequently determined by written notice from the Remuneration Committee to be or become treated as a Bad Leaver by virtue of:

12.8.1 doing anything (whether by act or omission) which would have entitled a Group Company to dismiss the Member as a Bad Leaver;

12.8.2 it is discovered that the relevant Member did, prior to the Relevant Transfer Event anything (whether by act or omission) which would have entitled a Group Company to dismiss the Member as a Bad Leaver,

then that Member shall be deemed to be a Bad Leaver for the purposes of these Articles and shall immediately pay to the Company all monies or any other form of consideration received by him in excess of the Issue Price for the relevant Compulsory Transfer Shares.

### 13 DRAG ALONG

13.1 If Members constituting an Investor Majority (together the **Selling Members**) wish to transfer more than 50% of the A Ordinary Shares and 50% of the Loan Notes held by the Investor Majority to a bona fide proposed Third Party Purchaser unconnected to any Investor (the **Proposed Purchaser**) which would result in a Change of Control, they shall have the option (a **Drag Along Option**):

13.1.1 if the date of the transfer is on or before the second anniversary of the Adoption Date, with either (i) Manager Majority Consent or

(ii) during an Underperformance Period, to require all of the other Members (the **Remaining Members**) to transfer the same proportion of their Shares and, if so transferred by the Selling Members, the same proportion of their Loan Notes, in each case with full title guarantee, to the Proposed Purchaser (or as the Proposed Purchaser shall direct); or

13.1.2 if the date of the transfer is after the second anniversary of the Adoption Date, to require all the Remaining Members to transfer the same proportion of their Shares and, if so transferred by the Selling Members, the same proportion of their Loan Notes, in each case with full title guarantee, to the Proposed Purchaser (or as the Proposed Purchaser shall direct),

in each case accordance with this article 13.

13.2 The Selling Members shall exercise the Drag Along Option by giving notice to that effect (a **Drag Along Notice**) to each of the Remaining Members at any time before the registration of the transfer of the Selling Members' Shares or Loan Notes. A Drag Along Notice shall specify:

13.2.1 that the Remaining Members are required to transfer an equivalent proportion of their Shares (**Remaining Shares**) and Loan Notes (**Remaining Loan Notes**) as the A Ordinary Shares and Loan Notes being transferred by the Investor Majority pursuant to this article 13;

13.2.2 the identity of the Proposed Purchaser;

13.2.3 the consideration for which, or the price at which, the Remaining Shares and Remaining Loan Notes are to be transferred in accordance with article 13.4 (the **Drag Along Consideration**); and

13.2.4 the proposed date of transfer (if known).

13.3 A Drag Along Notice:

13.3.1 may be revoked by the Selling Members at any time prior to the completion of the sale and purchase of the Remaining Shares and Remaining Loan Notes; and

13.3.2 shall lapse if for any reason the sale of the Selling Members' Shares and Loan Notes to the Proposed Purchaser is not completed within 40 Business Days of the date of service of the Drag Along Notice (such lapse being without prejudice to the right of the Selling Members to serve any further Drag Along Notice following such lapse).

13.4 The terms of the Drag Along Option shall be no less favourable nor more onerous than the terms received by the Selling Members and shall include the Drag Along Consideration which shall be consideration of equal value to the consideration received by the Selling Members and shall be satisfied in cash (save where Manager Majority Consent permit non-cash consideration) for each Remaining Share and Remaining Loan Note (and due at the same

time(s) as that offered, given, paid or payable by, or due from, the Proposed Purchaser in respect of each Share and Loan Note held by all Members other than the Remaining Members).

- 13.5 Prior to completion of the sale and purchase of the Remaining Shares and Remaining Loan Notes, the Investment Manager may direct by notice in writing to the Company that any Remaining Member who, at the date of the Drag Along Notice, is bound to give or has given or is deemed to have given, a Transfer Notice in respect of any Shares registered in his name (including, for the avoidance of doubt, a Compulsory Transfer Notice) is paid the cash equivalent of any non-cash consideration due to the Selling Members from the Proposed Purchaser in lieu of such non-cash consideration. Such cash consideration in lieu may be paid to a Remaining Member either on completion or at the same time as the relevant non-cash consideration is received by the Selling Members at the absolute discretion of the Remuneration Committee. Any dispute in relation to the amount of any cash consideration in lieu of any non-cash consideration which has not been resolved within 10 Business Days of the date of the Drag Along Notice shall be referred to the Expert for determination in accordance with article 28.
- 13.6 Completion of the sale and purchase of the Remaining Shares and Remaining Loan Notes shall take place on the same date as completion of the sale and purchase of the Selling Members' Shares and Loan Notes.
- 13.7 Upon the service of a Drag Along Notice each Remaining Member shall be deemed to have irrevocably appointed each of the Selling Members (severally) as the agent of the Remaining Member to execute, in the name of and on behalf of that Remaining Member, any stock transfer form and covenant for full title guarantee in respect of the Remaining Shares and Remaining Loan Notes registered in the name of that Remaining Member.
- 13.8 The provisions of this article 13 shall prevail over any contrary provisions of these Articles and, for the avoidance of doubt, the rights of pre-emption and other restrictions on transfer of Shares contained in these Articles shall not apply to the transfer of any Shares to a Proposed Purchaser named in a Drag Along Notice (or as that Proposed Purchaser may direct). Any Transfer Notice or Compulsory Transfer Notice served in respect of a Share which has not been allocated to a Buyer in accordance with article 11 shall automatically be revoked by the service of a Drag Along Notice.
- 13.9 Where at any time after the service of a Drag Along Notice but before completion of the sale and purchase of the Remaining Shares by the Proposed Purchaser, any person (a **New Member**) becomes a registered holder of any Share pursuant to the exercise of any option, warrant or other right to subscribe for or acquire Shares, a Drag Along Notice, on the same terms as the then current Drag Along Notice, shall immediately be deemed to have been served upon that New Member. Upon the deemed service of a Drag Along Notice pursuant to this article 13.9 the New Member shall become bound to sell and transfer to the Proposed Purchaser (or as the Proposed Purchaser may direct) any Share acquired by him as a result of the exercise of any such option, warrant or other right to subscribe for or acquire Shares. The provisions of this article 13 shall apply mutatis mutandis to the sale of any such Shares by such New Member provided that

completion of the sale and purchase of those Shares shall take place on whichever is the later of:

- 13.9.1 the date on which a Drag Along Notice is deemed to have been served on the New Member pursuant to this article 13.9; and
- 13.9.2 the date of completion of the sale and purchase of the Remaining Shares pursuant to the original Drag Along Notice.

## 14 TAG ALONG

14.1 Subject to article 13 and save in the case of a transfer of Shares which is permitted in accordance with the provisions of article 10, but otherwise notwithstanding any other provision of these Articles, no sale or other disposition of any A Ordinary Shares (the **Committed Shares**) or Investor Loan Notes (the **Committed Loan Notes**) shall be made or registered unless before the transfer is lodged for registration the relevant purchaser has made a bona fide offer (a **Tag Along Offer**) by notice in writing (a **Tag Along Notice**) to acquire, in accordance with this article 14, from all the Members other than the proposed purchaser (if relevant) and the holders of the Committed Shares and Committed Loan Notes:

14.1.1 if the number of Committed Shares is less than 50% of the total number of A Ordinary Shares in issue, the Share Relevant Proportion of each such Member's Shares (where **Share Relevant Proportion** means the proportion calculated by dividing the total number of Committed Shares by the total number of A Ordinary Shares in issue); or

14.1.2 if the number of Committed Shares is 50% or more of the total number of A Ordinary Shares in issue, all of the Shares held by such Member,

(together, the **Uncommitted Shares**)

14.1.3 if the number of Committed Loan Notes is 50% or more of the aggregate amount of the Investor Loan Notes in issue, all of the Loan Notes held by such Member;

14.1.4 if the number of Committed Loan Notes is less than 50% of the aggregate amount of the Investor Loan Notes in issue, the Loan Note Relevant Proportion (where **Loan Note Relevant Proportion** means the proportion calculated by dividing the aggregate of the Committed Loan Notes by the aggregate amount of Investor Loan Notes in issue,

(together, the **Uncommitted Loan Notes**), and in each case, the Uncommitted Shares and Uncommitted Loan Notes for the consideration, or at the price (the **Tag Along Consideration**) calculated in accordance with articles 14.3 and 14.4.

14.2 A Tag Along Notice shall:

14.2.1 state the Tag Along Consideration (subject to article 14.4);

- 14.2.2 state the identity of the relevant purchaser;
  - 14.2.3 invite the relevant offerees to respond in writing to the purchaser stating that they wish to accept the Tag Along Offer; and
  - 14.2.4 subject to article 14.4.1, expire, and the offer made in that notice shall be deemed to be withdrawn, on the date (being not less than 5 nor more than 20 Business Days after the date of the Tag Along Notice) specified in that notice.
- 14.3 For the purposes of this article 14, the Tag Along Consideration shall be in cash (save where Manager Majority Consent permits non-cash consideration) at the same consideration per Uncommitted Share and Uncommitted Loan Note (due at the same time(s)) as that offered, given, paid or payable by, or due from, the purchaser in respect of each Committed Share and each Committed Loan Note together with the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Committed Shares which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or consideration given in respect of the Committed Shares and Committed Loan Notes.
- 14.4 If the Tag Along Consideration cannot be agreed between the purchaser and the holders of not less than 75% of the Uncommitted Shares and Uncommitted Loan Notes within 10 Business Days of the date of the Tag Along Notice, such matter shall be referred for determination to the Expert (in accordance with article 28) and, pending their determination:
- 14.4.1 the period specified in the Tag Along Notice for acceptance of the Tag Along Offer shall not start to run until such time as the Expert's determination of the Tag Along Consideration is served on the purchaser and the Members holding Uncommitted Shares and Uncommitted Loan Notes; and
  - 14.4.2 the sale or transfer of the Committed Shares and Committed Loan Notes shall have no effect and shall not be registered.

## 15 GENERAL MEETINGS

- 15.1 Without prejudice to the provisions of sections 302 and 288(3) of the Act, an Investor Director acting alone may:
- 15.1.1 call a general meeting of the Company; or
  - 15.1.2 propose a written resolution of the Company (and the provisions of section 291 of the Act shall apply to any such proposed written resolution).
- 15.2 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon. Subject to Article 6.3, two Members, of whom at least one shall be a holder of A Ordinary Shares and one shall be a holder of B Ordinary Shares (except for any adjourned general meeting convened in accordance with Article 41 of the Model Articles (as amended below)),



present either in person, by proxy or by a duly appointed corporate representative shall be a quorum.

- 15.3 Article 40(2) of the Model Articles shall be amended by the insertion of the following words at the start of that article: "Subject to the consent of the Investment Manager,".
- 15.4 Article 41 of the Model Articles shall be amended by the addition of the following as a new paragraph 41(7) in that article: "If within half an hour of the time appointed for the holding of an adjourned meeting a quorum is not present, the Member(s) present (either in person, by proxy or by a duly appointed corporate representative) shall constitute a quorum".
- 15.5 Any Member, having the right to attend and vote at the meeting in question and who is present at that meeting in person, by proxy or by a duly appointed corporate representative, may demand a poll. Article 44(2) of the Model Articles shall not apply to the Company.
- 15.6 Article 44(3) of the Model Articles shall be amended by the insertion of the following as a new paragraph at the end of that article: "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.".
- 15.7 Article 45(1) of the Model Articles shall be amended as follows:
  - 15.7.1 by the deletion of the words in Article 45(1)(d) and the insertion in their place of the following: "is delivered to the Company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate."; and
  - 15.7.2 by the insertion of the following as a new paragraph at the end of Article 45(1): "and a proxy notice which is not delivered in such manner shall be invalid unless the Directors, in their discretion but subject to the consent of the Investment Manager accept the proxy notice at any time before the meeting.".
- 15.8 The Company shall not be required to give notice of a general meeting to a Member:
  - 15.8.1 whose registered address is outside the United Kingdom unless he has provided an address for service within the United Kingdom; or
  - 15.8.2 for whom the Company no longer has a valid United Kingdom address.

## **16 APPOINTMENT AND REMOVAL OF DIRECTORS**

- 16.1 Unless and until determined otherwise by ordinary resolution of the Company, the number of Directors (other than alternate directors) shall not be less than two and is not subject to any maximum.

- 16.2 The office of a Director (other than an Investor Director) shall automatically be vacated, and the Director in question shall be deemed to have resigned, upon:
- 16.2.1 in the case of an executive Director only, that Director ceasing for any reason whatsoever to be employed by the Company or any other Group Company in circumstances where he does not remain, or immediately become, an employee of another Group Company; or
  - 16.2.2 all the other Directors or an Investor Majority requesting his resignation by notice in writing. Such notice (which may consist of several documents in similar form each signed by or on behalf of one or more Members) must be left at or sent by post to the registered office of the Company (or another address nominated by the Directors, with the consent of an Investor Director, for this purpose) and the resignation shall take effect when the notice is received by the Company or, if later, on such date (if any) as may be specified in the notice.

Article 18 of the Model Articles shall be extended accordingly.

## 17 INVESTOR DIRECTOR(S), CHAIRMAN AND OBSERVER

- 17.1 An Investor Majority may, from time to time and on more than one occasion:
- 17.1.1 appoint any persons to be non-executive directors of the Company (each an **Investor Director**) and, from time to time and on more than one occasion, remove any such person appointed by them. The Investors shall consult in good faith with the Board in respect of any additional appointment of Investor Directors to the Board where there are already two Investor Directors appointed;
  - 17.1.2 subject to the terms of the Investment Agreement, appoint a further person to be the chairman of the Directors and, from time to time and on more than one occasion, remove any such person appointed by them;
  - 17.1.3 appoint a representative to attend as an observer at each and any meeting of the Board and of each and any committee of the Board.
- 17.2 Any appointment or removal pursuant to article 17.1 shall be made by notice in writing to the Company. Such notice (which may consist of several documents in similar form each signed by or on behalf of one or more Members) must be left at or sent by post to the registered office of the Company and the appointment or removal (as the case may be) shall take effect when the notice is received by the Company or, if later, on such date (if any) as may be specified in the notice.
- 17.3 Subject to section 168 of the Act, on any resolution to remove an Investor Director the A Ordinary Shares shall together carry one vote in excess of 50% of all the other votes exercisable in relation to such resolution and if

any such Investor Director is removed pursuant to section 168 of the Act or otherwise an Investor Majority may reappoint him or any other person as an Investor Director.

- 17.4 Upon written request from the Investment Manager, the Company shall procure that any Investor Director or the chairman is forthwith appointed as a director of any other Group Company indicated in such request.
- 17.5 If at any time there is no Investor Director serving, or the serving Investor Directors decline to give a decision on any matter, then any matter in these Articles requiring the consent or approval of the Investor Director(s) may (but with no obligation on the Investment Manager to do so) be consented to or approved by the Investment Manager and any notice, information, document or other matter or thing required to be given or delivered to the Investor Director(s) shall be given or delivered to the Investment Manager provided always that the Investment Manager shall have absolute discretion in giving any consent or approval.
- 17.6 An Investor Director (and any alternate Director appointed by him from time to time) shall be entitled to make such disclosure to the holders of the A Ordinary Shares in relation to the business and affairs of the Group as he may, in his absolute discretion, see fit.
- 17.7 Article 12(1) to 12 (3) of the Model Articles shall not apply to the Company.

## 18 ALTERNATE DIRECTORS

- 18.1 Subject to article 18.2, any Director (in this article 18, an **appointor**) may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to:
  - 18.1.1 exercise that director's powers; and
  - 18.1.2 carry out that director's responsibilities,
 in relation to the taking of decisions by the Directors, in the absence of the alternate's appointor.
- 18.2 The appointment by an Investor Director of an alternate director shall not be subject to approval by resolution of the Directors, provided that the alternate director must be a partner or employee of the Investment Manager.
- 18.3 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the Directors with the consent of an Investor Director.
- 18.4 The notice must:
  - 18.4.1 identify the proposed alternate; and
  - 18.4.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice.

- 18.5 An alternate Director may act as alternate director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's appointor.
- 18.6 Save as provided otherwise in these Articles, alternate Directors:
- 18.6.1 are deemed for all purposes to be Directors;
  - 18.6.2 are liable for their own acts and omissions;
  - 18.6.3 are subject to the same restrictions as their appointors; and
  - 18.6.4 are not deemed to be agents of or for their appointors,
- and, in particular, each alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member.
- 18.7 A person who is an alternate Director but not a Director:
- 18.7.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
  - 18.7.2 may participate in a unanimous decision of the Directors (but only if his appointor is an Eligible Director in relation to that decision and does not himself participate); and
  - 18.7.3 shall not be counted as more than one Director for the purposes of articles 18.7.1 and 18.7.2.
- 18.8 A Director who is also an alternate Director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the Directors (provided that his appointor is an Eligible Director in relation to that decision), but shall not count as more than one Director for the purposes of determining whether a quorum is present.
- 18.9 An alternate Director is not entitled to receive any remuneration from the Company for serving as an alternate Director except such part of the remuneration of the alternate's appointor as the appointor may direct by notice in writing to the Company. An alternate Director shall be entitled to be reimbursed by the Company such expenses as might properly be reimbursed to him if he were a Director.
- 18.10 The appointment of an alternate Director terminates:
- 18.10.1 when the alternate's appointor revokes the appointment by notice in writing to the Company specifying when it is to terminate;
  - 18.10.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director;

- 18.10.3 on the death of the alternate's appointor;
- 18.10.4 when the appointment of the alternate's appointor as a Director terminates; or
- 18.10.5 when written notice from the alternate, resigning his office, is received by the Company.

## **19 REMUNERATION AND AUDIT COMMITTEES**

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

## **20 PROCEEDINGS OF DIRECTORS**

20.1 Decisions of the directors may be taken either:

- 20.1.1 by a majority at a board meeting; or
- 20.1.2 by a Directors' written resolution made in accordance with articles 20.2 and 20.3.

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

20.2 Any Director may propose a Directors' written resolution. A Directors' written resolution is proposed by notice in writing of the proposed Directors' written resolution being given to each Director indicating the proposed resolution and the time by which it is proposed that the Directors should adopt it. Any decision which a person giving notice of a Directors' proposed written resolution takes regarding the process of adopting that resolution must be taken reasonably in good faith.

20.3 A proposed Directors' written resolution is adopted when all the Eligible Directors in relation to the resolution(s) contained in the proposed Directors' written resolution have signed one or more copies of it, provided that those Eligible Directors would have formed a quorum at a meeting of the Directors to consider such resolution(s). It is immaterial whether a Director signs the resolution before or after the time by which the notice proposed that it should be adopted.

20.4 Two Eligible Directors, of whom one shall be an Investor Director (unless no Investor Director is an Eligible Director in relation to the relevant meeting) and the other shall be either a Director who is a holder of B Ordinary Shares or the chairman, if so appointed, present either in person or by a duly appointed alternate, shall be a quorum. For the purpose of any meeting held to authorise a director's conflict of interest under article 22 if there is only one Eligible Director in office other than the conflicted Director(s), the quorum for such meeting shall be one Eligible Director. Article 11(2) of the Model Articles shall not apply to the Company.

20.5 If the number of votes for and against a proposal at a Directors' meeting are equal the chairman shall have a casting vote. Article 13 of the Model Articles shall not apply to the Company.

20.6 During an Underperformance Period:

- 20.6.1 notwithstanding article 20.4, the quorum for directors' meetings shall be one director who shall be an Investor Director;
- 20.6.2 the Investor Directors shall be entitled to exercise such number of votes at any meeting of the Directors, or any committee of the Directors of which he is a member, which is equal to one vote more than half the total number of votes exercisable at any such meeting; and
- 20.6.3 the Investment Manager may, by notice to the Company, appoint any person as a Director and/or remove any person as a Director notwithstanding how or when he was appointed or any other provision of these Articles. Any Director removed pursuant to this article 20.6.3 may not be reappointed to any office or appointment with a Group Company without the prior approval of the Investment Manager. Any appointment or removal pursuant to this article 20.6.3 shall be made by notice in writing to the Company. Such notice (which may consist of several documents in similar form each signed by or on behalf of one or more Members) must be left at or sent by post to the registered office of the Company and the appointment or removal (as the case may be) shall take effect when the notice is received by the Company or, if later, on such date (if any) as may be specified in the notice.

20.7 Not less than 5 Business Days' notice of a Directors' meeting must be given to each Director in writing provided that the requirements of this article may be waived or varied, subject to the written consent of an Investor Majority, with the prior approval of all Eligible Directors. Article 9(3) of the Model Articles shall not apply to the Company.

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

- 20.8.1 the exercise, enforcement or waiver of any of its rights under, or the giving of any consent under:
  - (a) the Investment Agreement;
  - (b) the Series A Loan Note Instrument;
  - (c) the Acquisition Documents; or
  - (d) the Facility Documents; or
- 20.8.2 the exercise, enforcement or waiver of any rights against a Member holding Ordinary Shares or a Director (or any person connected with any such Member or Director),

then, notwithstanding any other provision of these Articles, if an Investor Director is appointed for the time being then no meeting of the Directors at which any such decision will be considered shall be quorate unless an Investor Director is present in person and at such meeting only the Investor

Director shall be entitled to vote. The Investor Director shall have exclusive conduct of any proceedings of any nature arising in connection with any such rights and no other Director shall have power to take any decision or settle or compromise any claim in relation to such matters.

- 20.9 Article 5 of the Model Articles shall be modified so that the Directors may only delegate any of their powers to a person or committee with the prior consent of the Investment Manager. Article 6(2) of the Model Articles shall be amended by the insertion of the following words before the word "may": "with the consent of the Investment Manager."
- 20.10 Article 16 of the Model Articles shall be amended by the insertion of the following words after the word "may": "with the consent of the Investment Manager."
- 20.11 Article 51 of the Model Articles shall be amended by the insertion of the following words at the start of that article: "Subject to the consent of the Investment Manager,".
- 20.12 Article 4(1) of the Model Articles shall be amended by the insertion of the following words at the start of that article: "Subject to the consent of the Investment Manager,".

## **21 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**

- 21.1 Subject to sections 177 and 182 of the Act and, save in the case of an Investor Director, subject to the consent of the Investment Manager, and provided (in any case) he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way (whether directly or indirectly) interested in an existing or proposed transaction or arrangement with the Company:
  - 21.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
  - 21.1.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or a committee of Directors) in respect of such contract or proposed contract in which he is interested;
  - 21.1.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision of the Directors, in respect of such contract or proposed contract in which he is interested;
  - 21.1.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
  - 21.1.5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and

21.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

21.2 Articles 14(1) to 14(4) of the Model Articles shall not apply to the Company.

## 22 DIRECTORS' CONFLICTS OF INTEREST

22.1 Subject to the consent of the Investment Manager (other than in relation to an Investor Director), the Directors may, in accordance with the requirements set out in this article 22, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid situations which conflict or possibly may conflict with the interests of the Company (a **Conflict**).

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

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

22.2.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question;

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

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

22.3 Any authorisation of a Conflict under this article 22 shall be recorded in writing (but the authorisation shall be effective whether or not the terms are so recorded) and may, whether at the time of giving the authorisation or subsequently:

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

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

22.3.3 be terminated or varied by the Directors at any time.



This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.

- 22.4 In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to:

- 22.4.1 disclose such information to the Directors or to any Director or other officer or employee of the Company; or
- 22.4.2 use or apply any such information in performing his duties as a Director,

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

- 22.5 Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, and they will so provide if directed to do so by an Investor Director, in either case without limitation, that the Director:

- 22.5.1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;
- 22.5.2 is not given any documents or other information relating to the Conflict; and
- 22.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.

- 22.6 Where the Directors authorise a Conflict:

- 22.6.1 the relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict; and
- 22.6.2 the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.

- 22.7 An Investor Director or the Chairman may, notwithstanding his office, be a director or other officer of, or employed by or otherwise interested in:

- 22.7.1 any Group Company;
- 22.7.2 a holder of A Ordinary Shares;
- 22.7.3 any company which is for the time being a subsidiary or holding company of a holder of A Ordinary Shares or another subsidiary of such holding company; or

22.7.4 any investment fund or co-investment plan for whom A Ordinary Shares are held; or

22.7.5 a manager, custodian, nominee or trustee for, or general partner of, any investment fund or co-investment plan for whom A Ordinary Shares are held,

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

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

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

## **23 DIRECTORS' BENEFITS**

23.1 Article 19(2) of the Model Articles shall be amended by the insertion of the following words at the start of that article: "Subject to the consent of the Investment Manager,".

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

23.3 Article 20 of the Model Articles shall be amended by the insertion of the following words at the start of that article: "Subject to the consent of the Investment Manager,".

## **24 SECRETARY**

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

## **25 SERVICE OF DOCUMENTS**

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

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

- 25.1.2 if properly addressed and sent by reputable international overnight courier to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, 5 Business Days after posting provided that delivery in at least 5 Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider;
- 25.1.3 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 25.1.4 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- 25.1.5 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article 25.1, no account shall be taken of any part of a day that is not a working day.

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

## 26 INDEMNITY

- 26.1 Subject to article 26.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
  - 26.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company (or any Group Company); and
  - 26.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 26.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

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

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

26.4 Article 52 of the Model Articles shall not apply to the Company.

## 27 INSURANCE

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

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

## 28 EXPERT

28.1 Where these Articles provide for any matter or dispute to be determined by the Expert, the provisions of this Article 27 will apply to the Expert's appointment.

28.2 The Expert shall be a single suitably qualified and experienced independent chartered accountant or independent firm of chartered accountants either:

28.2.1 jointly agreed between the Member and the Board (with Investor Consent) within 7 days of the referral; or

28.2.2 failing such agreement within the period referred to in article 27.2.1, to be nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales upon the joint written application of the relevant Member and the Board (with Investor Consent).

28.3 The parties shall use all reasonable endeavours to reach agreement regarding the identity of the person to be appointed as the Expert and to agree terms of appointment with the Expert and neither party shall unreasonably withhold its agreement to the terms of appointment proposed by the Expert or the other party.

28.4 The Company and any relevant Members shall supply the Expert with any information which he may reasonably request in connection with his determination. The Company and any relevant Members shall be entitled to make written submissions to the Expert provided that a copy of any such written submissions is also simultaneously delivered to the other relevant parties. The Expert shall give due weight to any such written submission

which is received by the Expert within such time limit as he may determine and have notified to the relevant parties.

28.5 The decision of the Expert (who shall be deemed to act as an expert and not as an arbitrator) shall, save in the event of fraud or manifest error, be final and binding on the Company and the Members.

28.6 Save as where expressly stated in these articles (including article 10.2.2) or the Investment Agreement, the cost of any reference to the Expert shall be borne as directed in the relevant article or, where no such direction is given, by the party or parties named by the Expert (taking into account the conduct of the parties and the merits of their respective arguments in relation to any matters in dispute) or, where no such party is named by the Expert, equally by the parties concerned.

## **29 CHANGE OF NAME**

Subject to the consent of the Investment Manager, the name of the Company may be changed by a decision of the Directors.

## **30 PURCHASE OF OWN SHARES OUT OF CASH**

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