

Company Number 08831895

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

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COMPANIES HOUSE

PRINT OF WRITTEN RESOLUTIONS OF THE SOLE MEMBER

of

JDI RECRUITMENT LIMITED

(the "Company")

Passed on **13 JANUARY** 2014

Pursuant to chapter 2 of part 13 of Companies Act 2006, the following resolutions (the "Resolutions"), which were proposed as ordinary and special resolutions as set out below, were duly passed in writing on the above date

ORDINARY RESOLUTIONS

- 1 THAT
- 1 1 the Company be authorised to exercise the power conferred by section 618 Companies Act 2006 to sub-divide shares in the capital of the Company as provided in resolution 1 2, and
- 1 2 in accordance with such authority, each issued ordinary share of £1 00 each in the capital of the Company be sub-divided into 1,000 ordinary shares of £0 001 each
- 2 THAT the directors shall have the powers given by section 550 Companies Act 2006 to exercise any power of the Company to allot shares in the Company or to grant rights to subscribe for, or to convert any security into, shares in the Company, as provided in that section
- 3 THAT
- 3 1 the directors of the Company be generally and unconditionally authorised for the purposes of section 551 Companies Act 2006 to exercise all the powers of the Company to allot shares in the Company up to an aggregate nominal amount of £9 00 This authority shall, unless renewed, varied or revoked by the Company, expire on the date five years from the date of this resolution, and
- 3 2 this authority is in substitution for all previous authorities conferred on the directors in accordance with section 551 Companies Act 2006

SPECIAL RESOLUTIONS

- 4 THAT subject to the passing of resolution 3 and in accordance with section 570 Companies Act 2006, the directors of the Company be generally empowered to allot equity securities (as defined in section 560 Companies Act 2006) pursuant to the authority conferred by resolution 3, as if section 561 Companies Act 2006 did not apply to any such allotment, provided that this power shall be limited to the allotment of equity securities up to an aggregate nominal amount of £9 00
- 5 THAT the articles of association in the form attached to these Resolutions be adopted as the new articles of association of the Company in substitution for and to the exclusion of all existing articles of association of the Company
- 6 THAT each of the 1,000 issued ordinary shares of £0 001 each in the capital of the Company held by Resourcing Capital Ventures Limited be redesignated as B ordinary shares of £0 001 each, each having the rights and being subject to the restrictions set out in respect of such shares in the articles of association of the Company to be adopted under resolution 5 above

SIGNED by a director
for and on behalf of
JDI RECRUITMENT LIMITED

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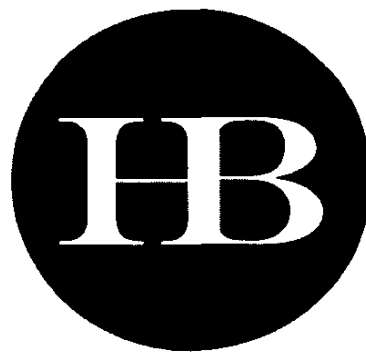

Director

Company Number: 08831895

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION
OF
JDI RECRUITMENT LIMITED**



HAMILTON BRADSHAW

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
JDI RECRUITMENT LIMITED

(Adopted by special resolution passed on *13 JANUARY* 2014)

INTRODUCTION

1 INTERPRETATION

1.1 In these Articles, the following words have the following meanings:

Act	the Companies Act 2006,
A Share	an A ordinary share of £0.001 in the capital of the Company designated as an A Share,
Adoption Date	6 January 2014;
Appointor	has the meaning given in article 11.1;
Articles	the Company's articles of association for the time being in force;
B Share	a B ordinary share of £0.001 in the capital of the Company designated as a B Share;
Bad Leaver	a person who becomes a Leaver in any circumstance other than where he is a Good Leaver;
Board	the board of directors of the Company;
Business Day	any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,
Business Plan Year	means Year 2, Year 3, Year 4 or Year 5 (as applicable);
Company	JDi Recruitment Limited, a company incorporated and registered in England and Wales with company number 08831895 whose registered office is at 60 Grosvenor Street, London W1K 3HZ;
Control	has the meaning given in section 1124 Corporation Tax Act 2010 and " Controlled " shall be construed accordingly,

Deferred Shares	the deferred shares of £0.001 in the capital of the Company,
EBIT	means earnings before interest and taxation;
Expert	an independent accountant appointed by the Company,
Fair Value	the price of the relevant Shares as agreed between the buyer and the seller or, failing agreement between them within five Business Days, the price determined by an Expert (who will act as expert not as an arbitrator and whose decision (save in the case of manifest error) will be final and binding on the buyer and seller who will determine the price on the following basis (a) whether the relevant Shares represent a minority interest; (b) the sale is between a willing buyer and a willing seller, and (c) the negative impact of the seller selling the relevant Shares and ceasing to be involved in or employed by the Company;
Family Trust	in relation to a Founder, their trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than that Founder and/or Privileged Relations of that Founder, and so that for this purpose a person shall be considered to be beneficially interested in a share if such share or the income thereof is liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power of discretion conferred thereby on any person or persons;
Founder	means James Downie;
Founder Director	has the meaning given in article 10.1;

Good Leaver

a person who becomes a Leaver as a result of:

- (a) dismissal by the Company which is determined by an employment tribunal or a court of competent jurisdiction (from which there is no right to appeal) to be wrongful, constructive or, except for procedural reasons, unfair,
- (b) redundancy;
- (c) permanent incapacity (as certified by a medical practitioner appointed or approved by the Company) or death;
- (d) reaching the Company's age of retirement; or
- (e) the HB Investor agreeing that he is a Good Leaver;

Group

the Company and its subsidiaries and **Group Company** means any of them;

HB Investor Director

a director appointed by the HB Investor pursuant to article 10.2;

HB Investor

as defined in the Shareholders' Agreement;

holding company and subsidiary

mean a "holding company" and "subsidiary" as defined in section 1159 of the Act and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c) of the Act, as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee;

Leaver

any Shareholder (other than an HB Investor or Investor Director) (but including, without limitation, the Founders) who for any reason ceases to be an individual who is employed by or who provides consultancy services (pursuant to a consultancy agreement with them personally, via a services company or otherwise) to, or ceases to be a director of (by reason of termination of their director service contract or otherwise), the Company or any member of the Group;

Listing

means the admission of any Shares to listing on the Official List of the UK Listing Authority and to trading on the Main Market of London Stock Exchange plc and such admission

becoming effective or the grant of permission for any Shares to be dealt in on any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000) or any other public securities market and such permission becoming effective;

Model Articles

the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;

Permitted Transferees

in relation to the Founder, (i) to any entity or vehicle beneficially owned and Controlled by them or (ii) their respective Privileged Relations or Trustees;

Privileged Relations

in relation to the Founder, his respective spouses, civil partners, children or grandchildren (including step or adopted or illegitimate child and their issue),

Shareholder

a holder of Shares;

Shareholders' Agreement

means the shareholders' agreement relating to the Company dated on or around the date of the adoption of these Articles,

Share Sale

means the sale of any of the Shares (in one transaction or as a series of transactions) to a bona fide arm's-length purchaser which will result in the purchaser of those Shares acquiring a controlling interest in the Company, except where following completion of the sale the shareholders and the proportion of shares held by each of them are the same as the shareholders and their shareholdings in the Company immediately prior to the sale,

Shares

shares in the capital of the Company,

Transfer Notice

an irrevocable notice in writing given by any Shareholder to the other Shareholder where the first Shareholder desires, or is required by these Articles, to transfer or offer for transfer (or enter into an agreement to transfer) any Shares Where such notice is deemed to have been served it shall be referred to as a "**Deemed Transfer Notice**"; and

Transfer Price

has the meaning given in article 16.3;

Trustees

in relation to a Founder, their respective trustee or trustees of any Family Trust;

Y2 Percentage	5%;
Y2 Target	EBIT for Year 2 of at least £400,000;
Y3 Percentage	5%;
Y3 Target	EBIT for Year 3 of at least £800,000;
Y4 Percentage	5%;
Y4 Target	EBIT for Year 4 of at least £1,200,000,
Y5 Percentage	5%;
Y5 Target	EBIT for Year 5 of at least £1,500,000;
Year 1	the period between the Adoption Date to the first anniversary of the Adoption Date;
Year 2	the period from the end of Year 1 to the anniversary of Year 1;
Year 3	the period from the end of Year 2 to the anniversary of Year 2
Year 4	the period from the end of Year 3 to the anniversary of Year 3; and
Year 5	the period from the end of Year 4 to the anniversary of Year 4.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles but excluding any statutory modification of them not in force on the date when these Articles become binding on the Company
- 1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles
- 1 4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1 5 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1.6 Save as expressly provided otherwise in these Articles, any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force

2. ADOPTION OF THE MODEL ARTICLES

- 2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation
- 2.2 Articles 6(2), 7, 8, 9(1), 11 to 14 (inclusive), 16, 17, 22, 26(5), 27 to 29 (inclusive), 36, 38, 39, 43, 44(2), 49 and 50 to 53 (inclusive) of the Model Articles shall not apply to the Company.
- 2.3 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors and the secretary (if any))" before the words "properly incur"
- 2.4 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 2.5 Articles 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide" Article 31(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the directors decide".

DIRECTORS

3 DIRECTORS' MEETINGS

- 3.1 Any decision of the directors must be taken at a meeting of directors in accordance with these Articles.
- 3.2 Subject as provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. The directors will try to meet monthly
- 3.3 All decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution, and no such resolution shall be passed unless more votes are cast for it than against it and unless at least one HB Investor Director votes for it Each director has one vote at a meeting of directors

4. NUMBER OF DIRECTORS

The number of directors shall not be less than two and no more than five No shareholding qualification for directors shall be required.

5. CALLING A DIRECTORS' MEETING

- 5.1 Any director may call a meeting of directors by giving not less than seven Business Days' notice of the meeting (or such shorter period of notice as is agreed in writing by an HB Investor Director) to each director or by authorising the Company secretary (if any) to give such notice

5.2 Notice of any directors' meeting must be accompanied by:

5.2.1 an agenda specifying in reasonable detail the matters to be raised at the meeting; and

5.2.2 copies of any papers to be discussed at the meeting.

5.3 Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless all the directors agree in writing

6. **QUORUM FOR DIRECTORS' MEETINGS**

The quorum at any meeting of the directors (including adjourned meetings) shall be two directors, of whom one at least shall be an HB Investor Director (or his alternate). No business shall be conducted at any meeting of the directors unless a quorum is participating at the beginning of the meeting and also when that business is voted on. If a quorum is not participating within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for three Business Days at the same time and place

7. **CHAIRING OF DIRECTORS' MEETINGS**

The post of chairman of the directors will be held by an HB Investor Director. The chairman shall not have a casting vote in the event of any deadlock at Board level. If the chairman for the time being is unable to attend any meeting of the board of directors, the HB Investor (in the case of an HB Investor Director) shall be entitled to appoint another of its nominated directors to act as chairman at the meeting.

8. **DIRECTORS' INTERESTS**

The directors may 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 conflict of interests.

9. **RECORDS OF DECISIONS TO BE KEPT**

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye

10. **APPOINTMENT AND REMOVAL OF DIRECTORS**

10.1 For so long as the Founder holds Shares and is an employee of, or consultant (either personally or via a personal services company) to, the Company, he will have the right to be a director of the Board and the board of each Group Company (and as a member of each and any committee of the Board or the board of any Group Company) (a "**Founder Director**").

10.2 For so long as the HB Investor and/or its respective permitted transferees holds Shares, the HB Investor will have the right to appoint and maintain in office three natural persons as HB Investor Directors may from time to time direct as directors of the Board and the board of each Group Company (and as a member of each and any committee of the Board or the board of any Group Company) (each a "**HB Investor Director**") and to remove any director so appointed and,

upon his removal whether by the HB Investor or otherwise, to appoint another person to act as an HB Investor Director in his place.

- 10.3 Any appointment or removal of a director pursuant to this article shall be in writing and signed by or on behalf of the relevant Founder or HB Investor (as the case may be) and served on each of the other Shareholders and the Company at its registered office, or delivered to a duly constituted meeting of the directors of the Company. Any such appointment or removal shall take effect when received by the Company or at such later time as shall be specified in such notice. The Founders and HB Investor will indemnify the Company for any claim or loss arising from the removal of any director appointed by each of them.
- 10.4 The right to appoint and to remove a Founder Director or an HB Investor Director under this article 10 shall not be a class right attaching to the A Shares and the B Shares respectively.

11. **ALTERNATE DIRECTORS**

- 11.1 Any HB Investor Director (other than an alternate director) (in this article, the "**Appointor**") may appoint any person (whether or not a director) to be an alternate director to exercise that director's powers, and carry out that director's responsibilities, in relation to the taking of decisions by the directors, in the absence of the alternate's Appointor. In these Articles, where the context so permits, the term "**HB Investor Director**" shall include an alternate director appointed by an HB Investor Director (as the case may be). A person may be appointed an alternate director by more than one director
- 11.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors.
- 11.3 The notice must:
- 11.3.1 identify the proposed alternate; and
 - 11.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.
- 11.4 An alternate director has the same rights, in relation to any decision of the directors, as the alternate's Appointor
- 11.5 Except as the Articles specify otherwise, alternate directors
- 11.5.1 are deemed for all purposes to be directors,
 - 11.5.2 are liable for their own acts and omissions;
 - 11.5.3 are subject to the same restrictions as their Appointors; and
 - 11.5.4 are not deemed to be agents of or for their Appointors,
- and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a member

- 11.6 A person who is an alternate director but not a director:
- 11.6.1 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); and
 - 11.6.2 may participate in a unanimous decision of the directors (but only if his Appointor does not himself participate)
- 11.7 A director who is also an alternate director is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor, in addition to his own vote on any decision of the directors.
- 11.8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any remuneration in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct
- 11.9 An alternate director's appointment as an alternate terminates
- 11.9.1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
 - 11.9.2 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; or
 - 11.9.3 when the alternate director's Appointor ceases to be a director for whatever reason

12. **SHARE CAPITAL**

- 12.1 Except as otherwise provided in these Articles, the A Shares and the B Shares shall rank *pari passu* in all respects but shall constitute separate classes of Shares.
- 12.2 On the transfer of any Share as permitted by these Articles:
- 12.2.1 a Share transferred to a non-Shareholder shall remain of the same class as before the transfer; and
 - 12.2.2 a Share transferred to a Shareholder shall automatically be redesignated on transfer as a Share of the same class as those Shares already held by the Shareholder but provided that, for the purposes of this article, any Deferred Shares held by the HB Investor shall be ignored

If no Shares of a class remain in issue following a redesignation under this article, these Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, Shareholders of that class or directors appointed by that class.

- 12.3 The holders of the majority of B Shares may, by notice in writing to the Company, convert any number of B Shares into Deferred Shares provided always that any

such conversion takes place on a pro rata basis to the number of B Shares held by each B Shareholder.

12.4 The Deferred Shares will not (save as provided below):

12.4.1 entitle the holder to repayment of capital on a return of assets (except for the sum of 1 pence payable after the sum of £1,000,000 has been paid in respect of each A Share and B Share),

12.4.2 entitle the holders thereof to receive notice of or to attend or vote at any general meeting of the Company other than in respect of a class meeting of the holders of Deferred Shares; or

12.4.3 confer any rights of the holders thereof to share in any profit or dividend of the Company.

12.5 Conversion of B Shares into Deferred Shares shall be deemed to confer an irrevocable authority on the Company at any time to appoint any one or more of the directors to execute on behalf of the holders of the Deferred Shares a transfer thereof and/or an agreement to transfer the same to the Company for £0.01 in aggregate for or in respect of all the Deferred Shares held by him

12.6 On a Share Sale or a Listing or in any other circumstance where a holder of Deferred Shares transfers or is required to transfer his shares to any person including but not limited to the Company, the Company's nominee or any other Shareholder, each holder of Deferred Shares shall be entitled to receive £0.01 for or in respect of all of the Deferred Shares held by him

13. **ADDITIONAL EQUITY / RATCHET**

13.1 If the Company achieves the Y2 Target, then the HB Investor shall give notice to the Company requiring the Company to convert such number of the HB Investor Shares into Deferred Shares so as to increase the proportion that the issued A Shares bear to the total number of issued Equity Shares by the Y2 Percentage within 30 days of the end of the relevant Business Plan Year.

13.2 If the Company achieves the Y3 Target, then the HB Investor shall give notice to the Company requiring the Company to convert such number of the HB Investor Shares into Deferred Shares so as to increase the proportion that the issued A Shares bear to the total number of issued Equity Shares by the Y3 Percentage within 30 days of the end of the relevant Business Plan Year.

13.3 If the Company achieves the Y4 Target, then the HB Investor shall give notice to the Company requiring the Company to convert such number of the HB Investor Shares into Deferred Shares so as to increase the proportion that the issued A Shares bear to the total number of issued Equity Shares by the Y4 Percentage within 30 days of the end of the relevant Business Plan Year.

13.4 If the Company achieves the Y5 Target, then the HB Investor shall give notice to the Company requiring the Company to convert such number of the HB Investor Shares into Deferred Shares so as to increase the proportion that the issued A Shares bear to the total number of issued Equity Shares by the Y5 Percentage within 30 days of the end of the relevant Business Plan Year.

13.5 Notwithstanding the operation of the provisions of this article 13, the Founder shall not at any time be entitled to hold in aggregate more than 38% of the Equity Shares.

- 13.6 Any conversion of Shares pursuant to this article 13, shall take effect automatically upon the Company receiving notice from the HB Investor and without the need for any resolution of the directors or shareholders.

14. UNISSUED SHARES

- 14.1 No Share of any class nor any right to subscribe for or to convert any security into a share of any class shall be allotted or granted otherwise than to the holder of a Share of that same class
- 14.2 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) where that allotment otherwise conforms to the requirements of these Articles

15 SHARE TRANSFERS

- 15.1 In these Articles, reference to the transfer of a Share includes the transfer, assignment or other disposal of a beneficial or other interest in that share, or the creation of a trust or encumbrance over that Share, and reference to a share includes a beneficial or other interest in a Share
- 15.2 No Shareholder (except the HB Investor) shall transfer any Share except:
- 15.2.1 with the prior written consent of the HB Investor for the time being,
 - 15.2.2 to a Permitted Transferee (and if a Permitted Transferee ceases to be a Permitted Transferee the relevant Founder shall procure that the relevant Shares are immediately transferred to him), or
 - 15.2.3 in accordance with these Articles.
- 15.3 Any transfer of Shares by way of a sale that is required to be made under article 15, article 16 or article 18 shall be deemed to include a warranty that the transferor sells the Shares with full title guarantee.
- 15.4 Subject to article 15.5, the directors shall forthwith register any duly stamped transfer made in accordance with these Articles and shall not have any discretion to register any transfer of Shares which has not been made in compliance with these Articles.
- 15.5 The directors may, as a condition to the registration of any transfer of Shares require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any the Shareholders' Agreement or any other shareholders' agreement (or similar document) in force between the Shareholders in such form as the directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document). If any such condition is imposed in accordance with this article 15.5, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.
- 15.6 To enable the directors to determine whether or not there has been a disposal of Shares (or any interest in Shares) in breach of these Articles, the directors of any class may from time to time require any Shareholder to provide the Company with such information and evidence as they may reasonably require relevant to that purpose. If a Shareholder fails to provide information or evidence in respect

of any Shares registered in its name to the reasonable satisfaction of such directors within 14 days of their request, such directors may serve a notice on the Shareholder stating that the Shareholder shall not in relation to those Shares be entitled to be present or to vote in person or by proxy at any general meeting of the Company or any meeting of the holders of Shares of that class, or to vote on a written resolution of the Shareholders or to receive dividends on the Shares until such evidence or information has been provided to the directors' satisfaction.

16 OBLIGATORY TRANSFERS

16.1 If any of the following events ("**Obligatory Transfer Events**") happen to a Shareholder (other than the HB Investor) (in this article, the "**Seller**"), it shall serve a Transfer Notice at the Transfer Price on the HB Investor (and for the purpose of this article the recipient of such notice is the "**Buyer**") as soon as possible, which shall include details of the Obligatory Transfer Event

16.1.1 the passing of a resolution for the liquidation (or bankruptcy) of the party other than (in the case a body corporate) a solvent liquidation for the purpose of the reconstruction or amalgamation of all or part of the party's group (the structure of which has been previously approved by the other parties in writing) in which a new company assumes (and is capable of assuming) all the obligations of such party; or

16.1.2 the presentation at court by any competent person of a petition for the winding up of the party and which has not been withdrawn or dismissed within fourteen days of such presentation; or

16.1.3 a change in Control of the party, or

16.1.4 the issue at court by any competent person of a notice of intention to appoint an administrator to the party, a notice of appointment of an administrator to the party or an application for an administration order in respect of the party, or

16.1.5 a receiver, administrative receiver or manager is appointed in respect of the whole or a substantial part of the assets or undertaking of the party, or

16.1.6 the party being unable to pay its debts as they fall due for the purposes of section 123 of the Insolvency Act 1986; or

16.1.7 the party entering into a composition or arrangement with its creditors generally, or

16.1.8 any chargee taking any step to enforcing any charge created over any Shares held by the party in the Company (other than by the appointment of a receiver, administrative receiver or manager); or

16.1.9 if a process has been instituted that could lead to the party being dissolved and its assets being distributed among the party's creditors, Shareholders or other contributors; or

16.1.10 the party ceasing to carry on its business or substantially all of its business; or

16.1.11 the party commits a material or persistent breach of the Shareholders' Agreement or commits a material breach which if capable of remedy

has not been so remedied within 10 Business Days of the other party requiring such remedy; or

16.1.12 in the case of the Obligatory Transfer Events set out in articles 16.1.1 and 16.1.2 and 16.1.4 to 16.1.9 (inclusive), any competent person takes any analogous step in any jurisdiction in which the relevant party carries on business, or

16.1.13 the party becomes a Leaver

If the Shareholder that has suffered the Obligatory Transfer Event fails to serve a Transfer Notice, it shall be regarded as giving a Deemed Transfer Notice in relation to its Shares on the date on which the other Shareholder becomes aware of the Obligatory Transfer Event.

16.2 For the purpose of this article 16, the provisions of clause 10.10 to 10.14 of the Shareholders Agreement shall apply (mutatis mutandis) to any such Transfer Notice

16.3 The Transfer Price shall be determined as follows:

16.3.1 if the Leaver is a Bad Leaver, the Transfer Price will be £1 (one pound) for all of the Leaver's Shares and, if the Leaver is the Founder, he will write off the outstanding balance of any loan advanced under the Founder Facility Agreement, or

16.3.2 if the Leaver is a Good Leaver, the Transfer Price will be the Fair Value and, if the Leaver is the Founder, the balance of the Leaver's loan advanced under the Founder Facility Agreement shall be repaid in accordance with its terms.

17. **DRAG ALONG**

17.1 If the HB Investor wishes to transfer all of its Shares to a bona fide third party buyer (**Proposed Buyer**), the HB Investor may at any time issue a notice to the other shareholders of the Company (**Other Shareholders**) requiring them to sell all of their Shares to the Proposed Buyer (**Drag Along Notice**).

17.2 The Drag Along Notice must specify

17.2.1 the name and address of the Proposed Buyer; and

17.2.2 the price per share, the terms of payment and other material terms of the Proposed Buyer's offer.

17.3 Upon receipt of a Drag Along Notice, each Shareholder will sell the whole of its interest in the Shares to the Proposed Buyer on the terms set out in the Drag Along Notice (which must be at the same price per share as the HB Investor sells its Shares but not necessarily on the same terms).

17.4 If, for any reason, any Other Shareholder(s) do(es) not, on completion of the sale of the Shares specified in the Drag Along Notice, execute a transfer or transfers in respect of all of the Shares held by it, the defaulting Other Shareholder will be deemed to have irrevocably appointed any person nominated by the HB Investor to be the defaulting Other Shareholder's agent and attorney, to execute a transfer or transfers on its behalf against receipt by the Company of the consideration payable for its Shares (on trust for the defaulting Other

Shareholder) and to deliver such transfer or transfers to the Proposed Buyer (or as it may direct) as holder. After the Proposed Buyer (or its nominee) has been registered as the holder, the validity of such proceedings may not be questioned by any person. A failure to produce a share certificate will not impede the registration of Shares under article 17.4

18 TAG ALONG

18.1 Subject to article 18.3, the HB Investor may accept an offer (**Investor Shares Offer**) from a bona fide third party for the purchase of all of the Shares owned by it and its permitted transferees (**Investor Shares Buyer**) so long as the acceptance is conditional upon the terms of article 18.2 being complied with in all respects and that the condition is not waived.

18.2 The HB Investor may complete a sale pursuant to an HB Investor Shares Offer if:

18.2.1 the HB Investor dispatches a notice within five Business Days of accepting the Investor Shares Offer notifying the other Shareholders of the main terms of the Investor Shares Offer and that it has contracted to accept the Investor Shares Offer subject to the terms of this article 18.2;

18.2.2 the Investor Shares Buyer has made a binding written offer to the other Shareholders at the same price per Share (but not necessarily on the same terms) that is kept open for at least 10 Business Days from delivery of the notice pursuant to article 18.2.1; and

18.2.3 the five Business Day period referred to in article 18.2.1 has elapsed or the other Shareholders have accepted, rejected or completed the offer made to them.

18.3 The provisions of article 18.1 shall not apply (i) to a Leaver where article 16 applies or (ii) where a Drag Along Notice has been served.

19. DIVIDENDS

19.1 Every dividend shall be distributed to the appropriate Shareholders pro rata according to the numbers of Shares held by them respectively and shall accrue on a daily basis assuming a 365 day year. All dividends are expressed net and shall be paid in cash and take into account any sums already paid to a Shareholder on account of any dividend

19.2 Article 31(1) of the Model Articles shall be amended by:

19.2.1 the replacement of the words "either in writing or as the directors may otherwise decide" at the end of paragraphs (a), (b) and (c) of that article 31(1) with the words "in writing", and

19.2.2 the replacement of the words "either in writing or by such other means as the directors decide" from the end of paragraph (d) of that article 31(1) with the words "in writing".

20. QUORUM FOR GENERAL MEETINGS

20.1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be two persons present in person or by proxy, of whom one shall be an HB Investor or a duly authorised representative of such holder.

- 20.2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on

21. CHAIRING GENERAL MEETINGS

The chairman of the board of directors shall chair general meetings. If the chairman is unable to attend any general meeting, the Shareholder who appointed him shall be entitled to appoint another of its nominated directors present at the meeting to act as chairman at the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

22. VOTING

- 22.1 At a general meeting, on a show of hands every Shareholder who is present in person or by proxy shall have one vote, unless the proxy is himself a Shareholder entitled to vote, on a poll every Shareholder present in person or by proxy shall have one vote for each Share of which he is the holder; and on a vote on a written resolution every Shareholder has one vote for each Share of which he is the holder except that:

22.1.1 no Shares of one class shall confer any right to vote upon a resolution for the removal from office of a director appointed by holders of Shares of the other class under a right to appoint which is a class right; and

22.1.2 subject to article 22.1.1 of this exception, in the case of any resolution proposed, any holder of B Shares voting against such resolution (whether on a show of hands, a poll or on a written resolution) shall be entitled to cast such number of votes as is necessary to defeat the resolution.

23. POLL VOTES

- 23.1 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting
- 23.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article

24. PROXIES

- 24.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "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 to be exercised and in accordance with any instructions contained in the notice of general meeting (or adjourned meeting) to which they relate"
- 24.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid" as a new paragraph at the end of that article

ADMINISTRATIVE ARRANGEMENTS

25 MEANS OF COMMUNICATION TO BE USED

25 1 Subject to article 25.2, any notice, document or other information 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 or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider;

25 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

25 1 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

25 1 4 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, no account shall be taken of any part of a day that is not a working day

25.2 Any notice, document or other information served on, or delivered to, an intended recipient under article 15 or article 16 (as the case may be) may not be served or delivered in electronic form (other than by fax), or by means of a website.

25.3 In proving that any notice, document or information was properly addressed, it shall suffice to show that the notice, document or information was addressed to an address permitted for the purpose by the Act.

26. INDEMNITY AND INSURANCE

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

(a) in the actual or purported execution and/or discharge of his duties, or in relation to them,

(b) including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him,

in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs; 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 action to enable any such relevant officer to avoid incurring such expenditure.
- 26.2 This article 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 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 relevant loss.
- 26.4 In this article:
- 26 4 1 a "relevant officer" means any director or other officer of the Company but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor; and
- 26.4.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company or any pension fund or employees' share scheme of the Company