

**D.E.S. OPERATIONS LIMITED**

(Company No. 226359)

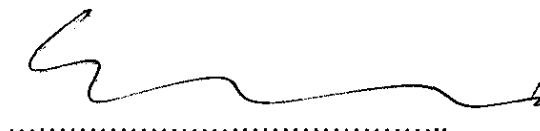
("the Company")

**Copy Resolutions**

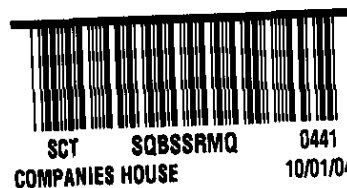
**Passed 23<sup>rd</sup> December 2003**

**SPECIAL RESOLUTIONS**

1. That 267 Ordinary shares of £0.10 each in the capital of the Company be re-designated as 267 'A' Ordinary shares of £0.10 each, having the rights and restrictions as set out in the Articles of Association of the Company to be adopted pursuant to Resolution 2 below.
2. That the Articles of Association in the form attached hereto be and are hereby adopted as the Articles of Association of the Company to the exclusion of all existing Articles of Association of the Company."



.....  
**Company Secretaries**



# Articles of Association

D.E.S. Operations Limited

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**Companies Act 1985**

**Private company limited by shares**

**ARTICLES OF ASSOCIATION**

**of**

**D.E.S. OPERATIONS LIMITED**

Registered Company number: SC226359

Adopted by special resolution on: 2003

**1. TABLE A**

- 1.1 The regulations in Table A shall apply to the Company unless they are excluded or varied by, or are inconsistent with these Articles. Subject to that, those regulations and these Articles are together the regulations of the Company.
- 1.2 Regulations 54, 73-80 (inclusive), 85, 86, 94-98 (inclusive) and 118 of Table A shall not apply to the Company.

**2. SHARE CAPITAL**

The authorised share capital of the Company is £1000 divided into:

- (a) 457 A ordinary shares of £0.10 each; and
- (b) 9543 ordinary shares of £0.10 each.

**3. ISSUE OF SHARES**

- 3.1 No shares of any class may be allotted by the Company unless they are first offered to all holders of Equity Shares in proportion as nearly as possible to the numbers of Equity Shares held by them. But the Company does not have to make an offer under this article 3.1 if:
- (a) the holders of 75% of the Equity Shares agree in writing; or
  - (b) the proposed issue is on the exercise of options granted under a Share Option Scheme.
- 3.2 An offer under article 3.1 shall be open for acceptance for at least 21 days after notice of it is given to the members. Any shares which are not accepted in that period shall be at the disposal of the directors who may (within the period of 3 months from the expiry of the last offer made under article 3.1) allot, grant options over or otherwise dispose of those shares to any person and on any terms, but the price per share and other terms offered to such a person cannot be more favourable than the price and terms offered to the members.

- 3.3 Article 3.1 will also apply (with the necessary changes) to the grant of any right to subscribe for shares of any class, other than a grant of options under a Share Option Scheme.
- 3.4 Section 89(1) of the Act is excluded, and accordingly shall not apply to the allotment of equity securities (as defined in section 94 of the Act) by the Company.

#### **4. DIVIDENDS**

##### **Distribution of profits**

- 4.1 No dividend shall be paid unless the holders of 75% of the A ordinary shares agree in writing, and any dividend shall be distributed amongst the holders of the ordinary shares and A ordinary shares (equally as if they were one class of share).

##### **General**

- 4.2 Every dividend shall be distributed to the appropriate shareholders pro rata according to the number of shares held by them respectively and shall accrue on a daily basis.
- 4.3 All dividends are expressed net and shall be paid in cash.

#### **5. RETURN OF CAPITAL**

- 5.1 Upon a Sale, return of assets on liquidation or capital reduction or otherwise of the Company ("an Exit") the Proceeds shall be distributed in accordance with articles 5.2 and 5.3.
- 5.2 Where the 3i Investment equals £45.70:
- 5.2.1 In the event that on an Exit the Proceeds are equal to or greater than £8,333,333 the Proceeds of such Exit shall be distributed amongst the holders of the Equity Shares in proportion to the numbers of Equity Shares held by each.
- 5.2.2 In the event that on an Exit the Proceeds are equal to or greater than £5,000,000 but less than £8,333,333 then the Proceeds of such Exit shall be distributed in the following order of priority:
- (a) first in paying to the holders of the A ordinary shares pro rata according to the number of A ordinary shares held by each an amount equal to £2,500,000; and
  - (b) the balance of such assets shall be distributed amongst the holders of the ordinary shares in proportion to the numbers of ordinary shares held by each.
- 5.2.3 In the event that on an Exit the Proceeds are less than £5,000,000 then the Proceeds of such Exit shall be distributed in the following order of priority:
- (c) 50% of such proceeds shall be distributed amongst the holders of the A ordinary shares pro rata according to the number of A ordinary shares held by each; and

- (d) the balance of such proceeds shall be distributed amongst the holders of the ordinary shares in proportion to the number of ordinary shares held by each.

5.3 Where the 3i Investment equals £26.70:

5.3.1 In the event that on an Exit the Proceeds are equal to or greater than £8,333,333 the Proceeds of such Exit shall be distributed amongst the holders of the Equity Shares in proportion to the numbers of Equity Shares held by each.

5.3.2 In the event that on an Exit the Proceeds are equal to or greater than £3,000,000 but less than £8,333,333 then the Proceeds of such Exit shall be distributed in the following order of priority:

- (a) first in paying to the holders of the A ordinary shares pro rata according to the number of A ordinary shares held by each an amount equal to £1,500,000; and
- (b) the balance of such assets shall be distributed amongst the holders of the ordinary shares in proportion to the numbers of ordinary shares held by each.

5.3.3 In the event that on an Exit the Proceeds are less than £3,000,000 then the Proceeds of such Exit shall be distributed in the following order of priority:

- (a) 50% of such proceeds shall be distributed amongst the holders of the A ordinary shares pro rata according to the number of A ordinary shares held by each; and
- (b) the balance of such proceeds shall be distributed amongst the holders of the ordinary shares in proportion to the number of ordinary shares held by each.

## 6. **CONVERSION OF A ORDINARY SHARES**

6.1 The holders of the A ordinary shares may at any time convert all of their A ordinary shares into the same number of ordinary shares. The rest of this article 6 shall apply to the conversion.

6.2 The conversion shall be effected by notice in writing given to the Company signed by the holders of 75% of the A ordinary shares. The conversion shall take effect immediately on the date of delivery of the notice to the Company (unless the notice states that conversion is to be effective when any conditions specified in the notice have been fulfilled in which case conversion shall take effect when those conditions have been fulfilled).

6.3 Immediately after conversion takes effect the holders of the resulting ordinary shares shall send to the Company the certificates for their respective holdings of A ordinary shares. The Company shall send those holders certificates for the ordinary shares resulting from the conversion.

6.4 The ordinary shares resulting from the conversion shall rank from the date of conversion equally in all respects with the other ordinary shares in the Company.

- 6.5 On the date of conversion the Company shall pay a dividend to the holders of the A ordinary shares of a sum equal to all arrears and accruals of the A Ordinary Dividends calculated down to the date of conversion.

## **7. PARTLY PAID SHARES**

- 7.1 The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of regulation 18 in Table A of the words 'and all expenses that may have been incurred by the Company because of the non-payment.'
- 7.2 If the subscription price of any share (including any premium) is partly paid, the rights to dividend and on a return of capital of that share shall be abated in the same proportion as the unpaid amount bears to the total subscription price.

## **8. VOTING**

- 8.1 Subject to articles 8.2 and 8.3 and to any special rights or restrictions as to voting attached to any shares by or in accordance with these Articles, shares in the Company shall carry votes as follows:

**ordinary shares** : one vote per share

**A ordinary shares** : one vote per share

- 8.2 On any resolution to remove a 3i Director, the A ordinary shares held by 3i shall carry votes equal to 51% of all votes cast.

- 8.3 Subject to article 8.2, if any 3i Group Company holds shares in the Company, the total number of votes attaching to all the shares held by all 3i Group Companies together shall be restricted to the lower of:

- (a) 49.9% of the votes attaching to all shares in the Company; and
- (b) the total number of votes that would have been conferred on the 3i Group Companies together if this article 8.3 did not apply.

- 8.4 Votes on shares may be exercised:

- (a) on a show of hands by every member who (being an individual) is present in person or (being a corporation) is present by a representative, not being himself a member, (in which case each member holding shares with votes shall have one vote); and
- (b) on a poll by every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by a proxy (in which case each member holding shares with votes shall have the votes attaching to the shares held by him, as set out in this article 8).

## **9. CLASS RIGHTS**

If the Company's share capital is divided into different classes of shares, the special rights attached to any class may be varied or abrogated either whilst the Company is a

going concern or during or in contemplation of a winding up, but only with the consent in writing of the holders of 75% of the issued shares of that class. The special rights attached to the A ordinary shares shall be deemed to be varied:

9.1 by the Company:

- (a) altering its memorandum or articles of association; or
- (b) varying in any way (whether directly or indirectly) the rights attached to any of the shares for the time being in the capital of the Company; or
- (c) applying by way of capitalisation any sum in or towards paying up any share or loan capital of the Company; or
- (d) entering into a contract to purchase any of its shares; or
- (e) redeeming any of its shares ; or
- (f) passing a resolution that it be wound up; or

9.2 by any Group Company:

- (a) altering, increasing, reducing, sub-dividing or consolidating its authorised or issued share capital; or
- (b) granting any option or other right to subscribe for shares

other than in accordance with a Share Option Scheme.

## **10. TRANSFER OF SHARES – GENERAL**

10.1 The directors shall refuse to register any transfer of shares which contravenes these Articles but (subject to Regulation 24 of Table A) may not otherwise refuse to register any transfer of shares.

10.2 To ensure that a particular transfer of shares is permitted under these Articles, the directors may ask the transferor, or the person named as transferee in any transfer lodged for registration, to give the Company any information and evidence that the directors reasonably think is necessary or relevant. If that information or evidence is not furnished to the satisfaction of the directors within 28 days after the request, the directors may refuse to register the transfer in question.

## **11. PERMITTED TRANSFERS**

### **Transfers to relations**

11.1 Subject to article 12.1, any Employee may at any time during their lifetime transfer any shares held by them to a Privileged Relation but no transfer may be made under this article 11.1 to a minor.

11.2 Any Privileged Relation that has been transferred shares by an Employee in accordance with article 11.1 above shall exercise the voting rights, class rights,



waivers and/or consents attached to those shares in the same manner as those exercised by the Employee concerned.

#### **Transfers by 3i Group**

- 11.3 A transfer of any shares by a 3i Group Company may be made to another 3i Group Company without restriction as to price or otherwise. If any member ceases to be a 3i Group Company it shall immediately transfer its shares to a 3i Group Company.

#### **Transfers by an employee trust**

- 11.4 Where any shares are held by trustees on an Employee Trust:
- (a) on any change of trustees, the shares may be transferred to the new trustees of that Employee Trust; and
  - (b) the shares may be transferred at any time to any beneficiary of the trust if:
    - (i) the holders of 75% of the A ordinary shares have approved the transfer; or
    - (ii) the transfer is pursuant to a Share Option Scheme.

### **12. MANDATORY TRANSFERS**

#### **Mandatory transfer on termination of employment**

- 12.1 If an Employee (other than Glynn Williams) ceases for any reason (including death) to be a director or employee of any Group Company and does not continue in that capacity in relation to any Group Company, a Transfer Notice shall be deemed to have been served on the Company at the time prescribed in article 12.2 in respect of 50% of the Employee's Shares.
- 12.2 A Transfer Notice shall be deemed to have been served under article 12.1 at 5.30pm on the first anniversary of the Termination Date in respect of all the Employee's Shares, unless:
- (a) before that time the holders of 75% of the A ordinary shares serve a written notice on the Company to the effect that the Transfer Notice should be deemed given immediately, in which case it will be deemed to have been served on:
    - (i) the date the Company received the written notice in respect of any Employee's Shares then held by the Employee or his Privileged Relations; and
    - (ii) if any Employee's Shares are acquired by the Employee or his Privileged Relations after the date the Company received the written notice, the date on which the Employee's Shares were acquired; or
  - (b) any Employee's Shares were not acquired by the Employee or his Privileged Relations until after 5.30pm on the first anniversary of the Termination Date (and no notice is given under article 12.2(a)), in which case the Transfer Notice

shall be deemed to have been served in respect of those shares on the date they were acquired.

- 12.3 The Employee's Shares shall remain Employee's Shares until they have been validly transferred under article 12.2. No transfer of any Employee's Share may be made other than under article 12.2.
- 12.4 The rights attaching to each Employee's Share shall be restricted immediately on the Termination Date in the following ways:
- (a) the right to attend and vote at general meetings attaching to the Employee's Share (if any) may only be exercised by the Chairman (or, if the Chairman is an employee of a 3i Group Company, the secretary) and no other person; and
  - (b) the holder of the Employee's Share shall be excluded from any offer under article 3.1.

#### **Mandatory transfer on change of control of shareholder**

- 12.5 If a corporate member ceases to be within the control (as that term is defined by section 840 Income and Corporation Taxes Act 1988) of the person(s) who controlled the member on the date on which it became a member of the Company or on the date of adoption of these articles (whichever is later) it shall be deemed to have immediately given a Transfer Notice in respect of all the shares then registered in its name. This article 12.5 shall not apply to a 3i Group Company.

### **13. PRE-EMPTION RIGHTS**

#### **Transfer notices**

- 13.1 Save as otherwise provided in these Articles, every member who desires to transfer any shares shall give the Company notice in writing of that desire. The Transfer Notice must state who the member wants to transfer the shares to.
- 13.2 Transfer Notices and Deemed Transfer Notices both constitute the Company as the Vendor's agent for the sale of the Sale Shares in one or more lots at the discretion of the directors at the Sale Price.
- 13.3 If:
- (a) a member gives a Transfer Notice (not being a Deemed Transfer Notice); and
  - (b) a Deemed Transfer Notice is subsequently given by the same member before their shares are transferred

the original Transfer Notice will immediately be cancelled. Any offers made by the Company on behalf of the Vendor under that original Transfer Notice will automatically be withdrawn and will have no effect, even if accepted.

### **Calculation of the Sale Price**

- 13.4 The Sale Price shall be the price agreed by the Vendor and the directors. If the Vendor and the directors are unable to agree a price within 21 days of the Transfer Notice being given (or being deemed to have been given) the Sale Price will instead be the price which the Independent Expert shall certify to be in his opinion a fair value of the Sale Shares. In arriving at his opinion, the Independent Expert will value the Sale Shares:
- (a) as at the date the Transfer Notice is given or is deemed to have been given;
  - (b) on a going concern basis as between a willing seller and a willing buyer;
  - (c) ignoring any reduction in value which may be ascribed to the Sale Shares by virtue of the fact that they represent a minority interest; and
  - (d) on the assumption that the Sale Shares are capable of transfer without restriction.

The decision of the Independent Expert as to the Sale Price shall be final and binding.

- 13.5 If an Independent Expert is appointed under these Articles, each member will sign an engagement letter from the Independent Expert in the form agreed between that expert, the Company and the holders of 75% of the A ordinary shares. Each member acknowledges that the engagement letter will include a waiver of claims against the Independent Expert and similar 'hold harmless' provisions arising out of the expert's performance of its role. If a member fails to sign the letter, the directors may authorise some person to sign it as attorney for the member.

### **Right of Vendor to reject partial sales**

- 13.6 A Transfer Notice (but not a Deemed Transfer Notice) may contain a Total Transfer Condition. A Total Transfer Condition shall be binding on the Company.

### **Certification of the Sale Price and right of Vendor to cancel**

- 13.7 If the Independent Expert is asked to certify the Sale Price, his certificate shall be delivered to the Company. As soon as the Company receives the certificate it shall deliver a copy of it to the Vendor. Unless the shares are to be sold under a Deemed Transfer Notice, the Vendor may, by notice in writing to the Company within 7 days of the service on him of the copy certificate, cancel the Company's authority to sell the Sale Shares.
- 13.8 The cost of obtaining the certificate shall be paid by the Company unless:
- (a) the Vendor cancels the Company's authority to sell; or
  - (b) the sale is pursuant to a Deemed Transfer Notice, and the Sale Price certified by the Independent Expert is less than the price (if any) offered by the directors to the Vendor for the Sale Shares before the Independent Expert was instructed

in which case the Vendor shall bear the cost.

**Preliminary offer to a warehouse**

13.9 Within 14 days of the Sale Price being determined, any Sale Shares being sold under a Compulsory Employee Transfer will be offered to the Company who may:

- (a) accept the offer itself; or
- (b) (if acceptance by the Company is prohibited under article 13.10) direct that the offer be accepted by an Employee Trust.

13.10 The Company may not accept the offer itself unless:

- (a) the purchase of the shares is permitted by the Act; and
- (b) the holders of 75% of the A ordinary shares have given their prior written consent.

The consent of the holders of the A ordinary shares may not be unreasonably withheld or delayed, but it will be reasonable for them to withhold their consent if in their opinion the transfer of the Sale Shares to the Company would result in the Company becoming a subsidiary (for the purposes of both tax legislation and the Act) of any 3i Group Company. A holder of A ordinary shares will be deemed to have refused to give their consent if they do not give it within 14 days of being requested to do so.

13.11 If:

- (a) the Company indicates that it does not wish to accept the offer or make a direction under article 13.9; or
- (b) neither the Company nor an Employee Trust accepts the offer within 28 days of it being made

the Sale Shares concerned will immediately be offered to the holders of Equity Shares (other than the Vendor).

**Offer to members**

13.12 The Sale Shares (excluding any that have been taken up by the Company or an Employee Trust) will be offered to all holders of Equity Shares (other than the Vendor):

- (a) in the case of a Compulsory Employee Transfer as soon as they become available (that is, the Company and/or an Employee Trust have either declined an offer of Sale Shares, any period for accepting it has elapsed or they have accepted it in part); and
- (b) in the case of shares not being sold pursuant to a Compulsory Employee Transfer, within 14 days of the Sale Price being determined.

13.13 The offer under article 13.12 shall be in writing, specifying:

- (a) the number of Sale Shares on offer and the Sale Price;
- (b) whether the Sale Shares are subject to a Total Transfer Condition;
- (c) either:
  - (i) the person the Vendor wants to transfer the Sale shares to; or
  - (ii) the fact that the sale is pursuant to a Deemed Transfer Notice
 (as the case may be); and
- (d) the date by which the application to purchase the Sale Shares has to be received by the Company (being a date not less than 14 days and no more than 21 days after the date of the notice).

The notice shall set out the method of allocation of the Sale Shares and shall invite each member to apply in writing to the Company for as many of the Sale Shares (if any) as that member would like to purchase.

#### **Basis of allocation to members**

- 13.14 If the total number of Sale Shares applied for by the members is equal to or less than the number of Sale Shares available, the Sale Shares shall be allocated in satisfaction of the applications received.
- 13.15 If the total number of Sale Shares applied for is more than the number of Sale Shares available, the directors shall allocate Sale Shares in satisfaction of each member's application for Sale Shares in accordance with the following formula (rounded down to the nearest whole number of shares). This formula shall be applied repeatedly until there are no Sale Shares left to be allocated. Each application of the formula is an 'iteration'.

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

A is the number of Sale Shares to be allocated to the relevant member in the iteration.

B is the number of Equity Shares held by the member.

C is the number of Equity Shares held by all members to whom the iteration is being applied.

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

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

- 13.16 The Company shall notify the Vendor and each member who applied for Sale Shares of the number of Sale Shares that have been allocated and the persons to whom they have been allocated. The notification shall include the place and time (being not later than 14 days after the date by which applications had to be received) at which the sale of the Sale Shares shall be completed.

**Transfer procedure for pre-emptive offers**

- 13.17 If the Company finds purchasers for all or any of the Sale Shares under this article 13, the Vendor shall, on receipt of the Sale Price, transfer the Sale Shares (or those Sale Shares for which the Company has found purchasers) to those purchasers. If the purchase is by the Company, the Vendor will also sign any purchase contract required under section 164 of the Act (that contract containing no obligations on the Vendor other than those consistent with transferring good title to the Sale Shares). If the Vendor does not perform his obligations under this article 13.17, the Company shall:
- (a) (if so required by the persons willing to purchase the Sale Shares) receive and give a good discharge for the purchase money on behalf of the Vendor;
  - (b) authorise some person to execute transfers of the Sale Shares in favour of the purchasers and the purchase contract; and
  - (c) enter the names of the purchasers in the Company's register of members as the holder of the Sale Shares that were transferred to them.

**Transfers free of pre-emption**

- 13.18 If the Company does not find purchasers for all of the Sale Shares under this article 13, the Vendor may, within six months after the date of the offer by the Company to its members, sell and transfer the Sale Shares that have not been sold under this article 13 to the persons specified in the Transfer Notice at a price which is no less than the Sale Price. However, if the Sale Shares were:
- (a) subject to a Total Transfer Condition, a sale may only be made of all the Sale Shares and not some of them; or
- offered under a Deemed Transfer Notice, they may not be sold or transferred to any third party unless
- the member serves a new Transfer Notice under article 13.1.

**Effect of non-compliance**

- 13.19 Any purported transfer of shares which is not in accordance with these Articles is void.

**14. TRANSFER OF CONTROL**

**Transfers prohibited absolutely**

- 14.1 Save for transfers permitted under article 11, no sale or transfer of the legal or beneficial interest in any shares in the Company may be made or validly registered if, as a result of that sale or transfer and registration, a Controlling Interest would be

obtained in the Company by a company in which one or more of the members of the Company (or persons acting in concert with them) has a Controlling Interest.

#### **Tag along**

14.2 Save for transfers permitted under articles 11 or 14.4, no sale or transfer of the legal or beneficial interest in any shares in the Company may be made or validly registered without the consent in writing of the holders of 75% of the A ordinary shares if, as a result of that sale or transfer and registration, a Controlling Interest would be obtained in the Company unless the proposed transferees or their nominees:

- (a) are independent third parties acting in good faith; and
- (b) have offered to purchase all the A ordinary shares at the Specified Price.

If any part of the Specified Price is not paid in cash then the holders of the A ordinary shares may, at their option, elect to take a price per share of a cash sum agreed by them and the proposed transferee having regard to the transaction as a whole.

#### **Calculation of the Specified Price**

14.3 The '**Specified Price**' means the greater of:

- (a) the sum of:
  - (i) £1 per share; plus
  - (ii) all arrears and accruals of the dividends on that share calculated down to the date of sale or transfer; and
- (b) the sum of:
  - (i) the consideration (in cash or otherwise) per share equal to that offered or paid or payable by the proposed transferee or his or their nominees for the shares being acquired, plus
  - (ii) the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of any 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 payable, plus
  - (iii) all arrears and accruals of the dividends on that share calculated down to the date of the sale or transfer.

If there is a disagreement, the calculation of the Specified Price shall be referred to an Independent Expert whose decision shall be final and binding.

#### **Drag along**

14.4 If the Sellers wish to transfer the Sellers' Shares at an arms length price to a bona fide arms length purchaser, the Sellers shall have the option to require all the Called

Shareholders to sell and transfer all their shares to the Buyer (or as the Buyer shall direct) in accordance with articles 14.4 to 14.12.

- 14.5 The Sellers may exercise the Drag Along Option by giving written notice to that effect at any time before the transfer of the Sellers' Shares to the Buyer. A Drag Along Notice shall specify:
- (a) that the Called Shareholders are required to transfer all their Called Shares under article 14.4;
  - (b) the person to whom they are to be transferred;
  - (c) the consideration for which the Called Shares are to be transferred (calculated in accordance with article 14.7); and
  - (d) the proposed date of transfer.
- 14.6 Drag Along Notices shall be irrevocable but will lapse if the Sellers' Shares are not sold to the Buyer within 60 days after the date the Drag Along Notice was served. The Sellers may serve further Drag Along Notices if any particular Drag Along Notice lapses.
- 14.7 The form (in cash or otherwise) and amount of the consideration payable for each Called Share (other than A preference shares) shall be:
- (a) the consideration to be paid by the Buyer for each Equity Share held by the Sellers (excluding any consideration attributable to accruals or arrears of dividends) (the "**Offer Consideration**"); or
  - (b) the consideration certified by the Company's auditors as not being less favourable than the Offer Consideration.
- 14.8 The sale of the Called Shares shall be completed on the date proposed for completion of the sale of the Sellers' Shares unless the holders of 50% of the Called Shares and the Sellers agree otherwise.
- 14.9 The restrictions on transfer set out in articles 13, 14.1 and 14.2 shall not apply to any transfer of shares to a Buyer (or as he may direct) pursuant to the exercise of the Drag Along Option.
- 14.10 If any holder of Called Shares does not on completion of the sale of Called Shares execute transfers in respect of all his Called Shares, that holder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Sellers to be his agent and attorney to:
- (a) execute all necessary transfers on his behalf; and
  - (b) against receipt by the Company (on trust for the holder) of the purchase monies or any other consideration payable for the Called Shares, deliver those transfers to the Buyer (or as he may direct).



- 14.11 On completion of the sale of the Called Shares, the directors shall (subject only to stamping any stock transfer forms, if required) immediately register the Buyer (or as he may direct) as the holder of the Called Shares and, after the Buyer (or his nominee) has been registered as the holder, the validity of those proceedings shall not be questioned by any person. A person may be registered as the holder of the Called Shares under this article 14.11 even if no certificate for those shares has been produced.
- 14.12 If any person becomes a member of the Company (a **'New Member'**) pursuant to the exercise of a pre-existing option or other right to acquire shares in the Company after a Drag Along Notice has been served, the New Member will be bound to sell and transfer all shares acquired by him to the Buyer or as the Buyer may direct. The provisions of articles 14.4 to 14.11 shall apply (with the necessary changes) to the New Member, save that if the shares are acquired after the sale of the Called Shares has been completed, completion of the sale of the New Member's shares shall take place immediately on the New Member acquiring the shares.

#### **Interpretation of this article**

- 14.13 In this article 14 only:

**'transfer'** and **'transferee'** shall include respectively the renunciation of a renounceable letter of allotment and the renounee under such a letter of allotment; and

**'shares'** includes bearer shares, warrants, depository receipts and any other security or instrument into which shares may be converted with a view to a sale.

#### **Primacy of article**

- 14.14 All other regulations of the Company relating to the transfer of shares and the rights to registration of transfers shall be read subject to this article 14.

### **15. APPOINTMENT AND REMOVAL OF DIRECTORS**

- 15.1 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director.
- 15.2 The holders of more than 50% of the votes attaching to the Equity Shares may by notice to the Company appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.
- 15.3 The holders of more than 50% of the votes attaching to the Equity Shares may by notice to the Company remove any or all of the directors of the Company (other than a Special Director).
- 15.4 On receipt of a notice given under article 15.3, the Company shall serve a copy of it on the director to whom the notice relates, either in person or at the address of the director as shown in the statutory books of the Company at the time. If no address is shown, the notice may be sent to any address which the Company reasonably considers to be the director's then current address. Any failure on the part of the

Company to comply with this article 15.4 shall not affect the validity of the director's removal under article 15.3.

- 15.5 The office of a director (other than the Special Director) shall be vacated if he ceases to be an employee or a consultant of a Group Company and does not continue in that capacity in relation to any Group Company.

## **16. 3i DIRECTOR**

- 16.1 So long as 3i is a member of the Company, 3i may from time to time:

- (a) appoint as director of the Company any person or nominate any existing director of the Company as its appointee;
- (b) in the case of any person so appointed pursuant to article 16.1(a) remove from office such person;
- (c) in the case of any director so nominated pursuant to article 16.1(a) terminate the nominee'ship of such director (but without prejudice otherwise to such director's term of office); and
- (d) nominate appoint another person in his place.

in each case by giving notice in writing to the Company.

- 16.2 Any appointment, nomination, removal or termination under this article 16 takes effect where applicable on the later of:

- (a) the date the notice was personally delivered to the Company's registered office or deemed given (if posted) under Regulation 115 of Table A;
- (b) the date (if any) specified in the notice; and
- (c) the date notice is given to 3i under article 16.3

- 16.3 Any nomination under this article 16 shall take effect on a date no earlier than the date the nominee accepts such nomination by giving notice in writing to that effect to 3i and such acceptance shall be deemed to constitute an acknowledgement of 3i's rights set out in this article 16.1

- 16.4 On request by 3i, the directors shall also procure that the 3i Director so appointed or nominated under this article 16 is appointed and acts as Chairman of the board of directors of the Company.

- 16.5 The remuneration and reasonable expenses to be paid to the 3i Director shall be payable by the Company and shall be the sum agreed between him and the Company or, failing agreement, a reasonable sum fixed by 3i.

- 16.6 On request by 3i, the Company shall also procure that the 3i Director be appointed a director to any subsidiary of the Company.

## **17. MEETINGS OF DIRECTORS**

- 17.1 Notice of every meeting of the directors shall be given to each director at any address supplied by him to the Company for that purpose. Notice shall be given whether or not the director is present in the United Kingdom.
- 17.2 Any director may waive notice of any meeting either prospectively or retrospectively and, if he does so, it shall be no objection to the validity of the meeting that notice was not given to him.
- 17.3 Meetings of the directors may be held by conference telephone or similar equipment, so long as all the participants can hear each other. Those meetings shall be as effective as if the directors had met in person.

## **18. DIRECTORS' CONFLICTS OF INTEREST**

- 18.1 Subject to the Act and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office:
- (a) may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;
  - (b) may be a director or other officer of or employed by or be a party to any transaction or arrangement with or be otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;
  - (c) may (and any firm or company of which he is a partner or member or director may) act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;
  - (d) shall not by reason of his office be accountable to the Company for any benefit which he derives from the arrangements in paragraphs (a) to (c) of this article 18.1 and those arrangements shall not be liable to be avoided on the ground of the director's interest or benefit; and
  - (e) may vote and be counted in the quorum at any meeting of the directors notwithstanding his interest.
- 18.2 For the purposes of this article 18:
- (a) a general notice to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in the transaction or arrangement of the nature and extent so specified;
  - (b) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and

- (c) an interest of a person who is for any purpose of the Act connected with a director shall be treated as an interest of the director and, in relation to an alternate director, an interest of the director who appointed him shall be treated as an interest of the alternate director, without affecting the alternate director's obligation to disclose his own interest (if any).

## 19. LIEN

The lien conferred by regulation 8 of Table A shall apply to all shares of the Company *whether fully paid or not for all money or liabilities owed to the Company by any person* who is a registered holder of shares whether they are the sole registered holder of the shares or one of several joint holders.

## 20. SEAL

- 20.1 Regulation 6 of Table A shall be modified so that a certificate may either be sealed or, alternatively, signed by two officers of the Company.
- 20.2 Regulation 101 of Table A shall be modified by the insertion of the words ", if the Company has one," after the words "The seal" at the beginning of that regulation.

## 21. DATA PROTECTION

Each of the members and directors of the Company (from time to time) consent to the processing of their personal data by the Company or its members and directors (each a '**Recipient**') for the following purposes:

- (a) conducting due diligence;
- (b) compliance with applicable laws, regulations and procedures; and
- (c) the exchange of information amongst themselves.

A Recipient may process that personal data either electronically or manually. The personal data which may be processed for these purposes under this article 21 shall include any information which may have a bearing on the prudence or commercial merits of investing, or disposing of any shares (or other investment or security) in the Company. Other than as required by law, court order or regulatory authority, that personal data may not be disclosed by a Recipient or any other person except to its holding company and to subsidiaries of that holding company ('**Recipient Group Companies**') and to employees, directors and professional advisers of that Recipient or the Recipient Group Companies and funds managed by any of the Recipient Group Companies. Each of the Company's members and directors (from time to time) consent to the transfer of that personal data to the offices of a Recipient or the Recipient Group Companies both within and outside the European Economic Area for the purposes stated above, where it is necessary or desirable to do so.

## 22. INDEMNITY

- 22.1 Subject to the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses,

expenses and liabilities incurred by him in the execution of his duties or in relation to them, including any liability incurred by him:

- (a) in defending any proceedings, whether civil or criminal, 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
- (b) in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

22.2 The Company may purchase and maintain insurance against any liability falling on its directors or other officers or auditors which arises out of their respective duties to the Company or in relation to its affairs.

## **23. DEFINITIONS AND INTERPRETATION**

### **General**

23.1 In these Articles, a reference to a statute or statutory provision includes:

- (a) any subordinate legislation (as defined in section 21(1), Interpretation Act 1978) made under it;
- (b) any repeated statute or statutory provision which it re-enacts (with or without modification); and
- (c) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it, except to the extent that it would create or increase the liability of any member.

23.2 The headings in these Articles and the contents page are for convenience only and shall not affect its construction or interpretation.

23.3 Where the expressions '**equity share capital**', '**financial year**', '**holding company**' and '**subsidiary**' are used in these Articles they have the meanings given to them by the Act.

23.4 Unless the context otherwise requires:

- (a) words denoting the singular shall include the plural and vice versa;
- (b) words denoting a gender shall include all genders; and
- (c) references to persons shall include corporations and firms.

23.5 The '*ejusdem generis*' (of the same kind) rule will not apply to the interpretation of these Articles. Accordingly, 'include' and 'including' will be read without limitation.

## **Definitions**

23.6 In these Articles each of the following expressions shall, unless the context otherwise requires, have the meaning set opposite them:

<b>3i</b>	3i Group plc (registered number 1142830)
<b>3i Director</b>	a director appointed under article 16
<b>3i Group Company</b>	each company in 3i's group (including 3i) and any entity or investment vehicle formed or incorporated in any jurisdiction in which 3i or any company in 3i's group has a majority economic interest or which is managed by 3i or any company in 3i's group
<b>3i Investment</b>	the amount subscribed by 3i for its A ordinary shares
<b>Act</b>	Companies Act 1985
<b>acting in concert</b>	the same meaning as in the City Code on Takeovers and Mergers from time to time
<b>Articles</b>	these Articles of Association and an 'article' means an article of these Articles
<b>Buyer</b>	a bona fide arms length purchaser to whom the Sellers wish to transfer their Equity Shares under article 14.4
<b>Chairman</b>	the chairman of the board of directors of the Company from time to time
<b>Called Shareholders</b>	the holders of Equity Shares (other than the Sellers)
<b>Called Shares</b>	the shares held by the Called Shareholders
<b>Compulsory Employee Transfer</b>	a transfer of shares pursuant to a Deemed Transfer Notice given under article 12.1
<b>Connected Persons</b>	the same meaning as in section 839 Income and Corporation Taxes Act 1988
<b>Controlling Interest</b>	an interest in shares (as defined in Schedule 13 Part 1 and section 324 of the Act) in a company conferring in the aggregate more than 50% of the total voting rights conferred by all the issued shares in that company
<b>Deemed Transfer Notice</b>	a Transfer Notice which is deemed to have been given
<b>Drag Along Notice</b>	a notice to exercise the Drag Along Option given under article 14.5
<b>Drag Along Option</b>	the option referred to in article 14.4

<b>Employee</b>	a person who is a director and/or an employee and/or a consultant of a Group Company
<b>Employee's Shares</b>	<p>in relation to an Employee, all shares:</p> <ul style="list-style-type: none"> <li>(a) held by the Employee immediately before the Termination Date;</li> <li>(b) held immediately before the Termination Date by any persons who acquired the shares while they were the Employee's Privileged Relations (other than shares which the directors are satisfied were not acquired by those persons either: <ul style="list-style-type: none"> <li>(i) directly or indirectly from the Employee; or</li> <li>(ii) by reason of their connection with the Employee</li> </ul> </li> </ul> <p>and the decision of the board of directors in this respect will be final); and</p> <ul style="list-style-type: none"> <li>(c) acquired by the Employee or his Privileged Relations or his personal representatives after the Termination Date under any option scheme or other arrangement which was made before the Termination Date</li> </ul>
<b>Employee Trust</b>	a trust approved by the holders of 75% of the A ordinary shares and whose beneficiaries are the employees of the Group
<b>Equity Shares</b>	A ordinary shares and ordinary shares
<b>group</b>	in relation to any company, each subsidiary of the company, the company's holding company and each subsidiary of that holding company
<b>Group</b>	all the Group Companies
<b>Group Company</b>	the Company and any company which is for the time being a subsidiary of the Company
<b>Independent Expert</b>	an umpire (acting as an expert and not as an arbiter) nominated by the parties concerned or, in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants of Scotland

<b>Listing</b>	<p>when either:</p> <ul style="list-style-type: none"> <li>(a) admission of any of the Company's equity share capital to the official list and to trading on London Stock Exchange plc's market for equity securities; or</li> <li>(b) permission for any of the equity share capital of the Company to be dealt in on a share dealing market of any recognised investment exchange (as defined in section 285 Financial Services and Markets Act 2000)</li> </ul> <p>becomes effective</p>
<b>Privileged Relation</b>	the member concerned's spouse or their children and grandchildren (including step and adopted children and their issue) and step or adopted children of their children and the member concerned's siblings
<b>Proceeds</b>	the gross consideration payable on a Sale for the Equity Shares less any Third Party Debt or in the event of a liquidation or return of assets or otherwise, the free proceeds after payment of any Third Party Debt
<b>Sale</b>	the sale of more than 50% of the issued Equity Shares to a single purchaser (or to one or more purchasers as part of a single transaction) or the sale of material part of the business and assets of the Group
<b>Sale Price</b>	the sale price of the Sale Shares, determined in accordance with article 13.4
<b>Sale Shares</b>	shares specified in the Transfer Notice, or in respect of which the Transfer Notice was deemed to have given
<b>Sellers</b>	the holders of 75% of the A ordinary shares and the holders of 50% of the ordinary shares
<b>Sellers' Shares</b>	the Equity Shares held by the Sellers
<b>Share Option Scheme</b>	any share option scheme of the Company that the holders of 75% of the A ordinary shares identify in writing as being a permitted share option scheme for the purposes of these Articles
<b>Specified Price</b>	the price calculated in accordance with article 14.3
<b>Table A</b>	the Companies (Tables A-F) Regulations 1985 (as amended by the Companies (Tables A-F) (Amendment) Regulations 1985 and the Companies



Act 1985 (Electronic Communications) Order 2000)

**Termination Date**

- (a) where the Employee's employment ceases by virtue of notice given by the employer to the Employee, the date on which the notice expires;
- (b) where the Employee's contract of employment is terminated by the employer and a payment is made or is liable to be made in lieu of notice, the date on which notice of termination was served;
- (a) where the Employee concerned is a director or a consultant but not an employee, the date on which the contract for the provision of his services is terminated;
- (d) where the Employee dies, the date of his death; and
- (e) in any other case, the date on which the Employee's office or contract of employment is terminated

**Third Party Debt**

any monies owed by the Company to a third party

**Total Transfer Condition**

a condition that unless all the shares specified in the Transfer Notice are sold under article 13.3, none shall be sold

**transfer**

in relation to a transfer of shares, shall be deemed to include a transfer of any interest in shares (whether legal, beneficial or otherwise)

**Transfer Notice**

a notice given by a member who desires to transfer any shares under article 13.1

**Vendor**

the transferor under a Transfer Notice or a Deemed Transfer Notice