

Company No: SC248576

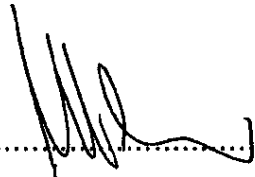
THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
COPY WRITTEN RESOLUTION

HAZLEDENE of
HAZLEDENE (INVERNESS) LIMITED
("Company")

In accordance with the written resolution procedure in chapter 2 of part 13 of the Companies Act 2006, the following resolution was duly passed on ~~6 May~~ **6 AUGUST** 2019 as a special resolution as indicated below:

SPECIAL RESOLUTION

THAT new articles of association in the form of the annexed draft (as initialled by Mark Shaw, director of the Company for identification purposes) be adopted in substitution for the existing articles of association of the Company.


.....
Mark Shaw
Director

COMPANIES HOUSE
EDINBURGH

23 AUG 2019

FRONT DESK



Company no. SC248576

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

HAZLEDENE of

HAZELDENE (INVERNESS) LIMITED

("Company")

Written resolution of the Company pursuant to chapter 2 part 13 of the Companies Act 2006 ("Act") proposed by the directors of the Company, proposed as a special resolution as detailed below:

SPECIAL RESOLUTION

THAT new articles of association in the form of the annexed draft (as initialled by Mark Shaw, director of the Company for identification purposes) be adopted in substitution for the existing articles of association of the Company.

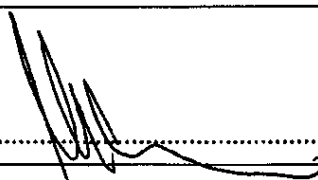
5 August
~~2 SEPTEMBER~~

Circulation date: ~~4 May~~ 2019

Registered office: The Ca'D'Oro, 45 Gordon Street, Glasgow, G1 3PE

Agreement to written resolution

We, the undersigned, being persons entitled to vote on the above resolution, irrevocably agree to such resolution

| | | |
|--|---|------------------------|
| Name of corporate member: | Hazeldene Investment Management LLP | |
| Name and position of signatory: | MARK SHAW, MEMBER..... Block capitals please | |
| Signed by authorised person on behalf of corporate member: |  | |
| | | Dated: 6 AUGUST 2019 . |

~~HAZELDENE~~ HAZLEDENE

~~HAZEDENE~~ (INVERNESS) LIMITED

("Company")

5th AUGUST

WRITTEN RESOLUTION: CIRCULATED ON ~~8 MAY~~ 2019

Note: This document is important and requires your immediate attention.
Please read the explanatory statement to members before signifying your agreement to the resolution in this document.

EXPLANATORY STATEMENT TO MEMBERS

1. NATURE OF WRITTEN RESOLUTION

- 1.1 This document contains a proposed written resolution of Hazeldene (Inverness) Limited for approval by you as a member of the Company. The Resolution proposed is a special resolution and requires members holding not less than 75 per cent of the total voting rights of members entitled to vote on the resolution to vote in favour of it to be passed.
- 1.2 The following documents relating to the resolutions are supplied with this resolution:

- (a) Proposed amended articles of association;

2. PERIOD TO APPROVE WRITTEN RESOLUTIONS

If the Company ^{2ND SEPTEMBER} has not received the necessary level of members' agreement to pass the resolutions by ~~5 June~~ 2019 (being 28 days from the date the resolution was first circulated to members), the resolution will lapse.

3. ACTION REQUIRED IF YOU WISH TO APPROVE THE RESOLUTION[S]:

- 3.1 Please signify your agreement to the resolution by either:

- (a) completing your details and signing and dating the document in the boxes provided and returning it to the Company in one of the following ways:
- (i) by delivering your signed and dated document by hand or by post to the Company's registered address marked "For the attention of the directors"
- (ii) by scanning your signed and dated document, attaching it to an email and sending it to clive.jones@dlapiper.com.

Once you have signified your agreement to the resolution, you cannot revoke it. Please ensure that your agreement reaches us no later than the close of business on ~~5 June 2019~~ ^{2ND SEPTEMBER 2019.}

- 3.2 If you are signifying agreement to the resolution on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority to the Company at the same time as you signify your agreement to the resolution and in any event by no later than the close of business on ~~5 June 2019~~ ^{2ND SEPTEMBER 2019.}

4. ACTION REQUIRED IF YOU DO NOT WISH TO AGREE TO THE RESOLUTION:

You do not have to do anything. Failure to respond will not be treated as agreement to the resolution.

Company No. SC248576

**ARTICLES OF ASSOCIATION
OF
HAZLEDENE (INVERNESS) LIMITED**

**Adopted by special resolution passed on 6 AUGUST
2019**

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**ARTICLES OF ASSOCIATION
OF
HAZLEDENE (INVERNESS) LIMITED
("Company")**

(Adopted by special resolution passed on **6 AUGUST** 2019)

PART 1: PRELIMINARY AND LIMITATION OF LIABILITY

1. Regulations and Articles not to apply

No regulations or Articles set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies shall apply as the regulations or Articles of the Company.

2. Defined terms and interpretation

2.1 In these Articles, unless the context requires otherwise:

"Act" means the Companies Act 2006;

"Acting in Concert" has the meaning given to it in the City Code on Takeovers and Mergers for the time being;

"Additional Equity Default Contribution" has the meaning set out in the Investment Agreement;

"Affiliate" has the meaning set out in the Investment Agreement;

"appointor" has the meaning given in Article 26.1;

"Articles" means the Company's Articles of Association;

"A Share" means an A ordinary share of £1.00 in the Company;

"A Shareholder" means a holder of any A Shares;

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

"B Shares" means a B ordinary share of £1.00 in the Company;

"B Shareholder" means a holder of any B Shares;

"call" has the meaning given in Article 36.1;

"call notice" has the meaning given in Article 36.1;

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"Capital Distribution" has the meaning given in Article 55;

"Capital Investment" has the meaning given in the Investment Agreement;

"chairman" has the meaning given in Article 14.2;

"chairman of the meeting" has the meaning given in Article 60.3;

"Companies Acts" means every statute for the time being in force concerning companies (including any statutory instrument or other subordinate legislation made under any such statute), so far as it applies to the Company;

"Company's lien" has the meaning given in Article 34.1;

"Connected Persons" has the meaning given in sections 1122 and 1123 of the Corporation Tax Act 2010;

"C Share" means a C ordinary share of £1.00 in the Company;

"C Shareholder" means a holder of any C Shares;

"director" means a director for the time being of the Company, and includes any person for the time being occupying the position of director, by whatever name called;

"Disposal" means any transaction or series of related transactions whereby any person (together with its Connected Persons and any other persons with whom it is Acting in Concert) purchases all or substantially all of the business and assets of the Company and/or the Group;

"document" includes, unless otherwise specified, any document sent or supplied in electronic form;

"D Share" means a D ordinary share of £1.00 in the Company;

"D Shareholder" means a holder of any D Shares;

"electronic form" and **"electronic means"** have the meanings given to them in section 1168 of the Act;

"eligible director" means:

- (a) in relation to a decision at a directors' meeting, a director who is to be counted as participating for quorum and voting purposes in the decision at the meeting; and
- (b) in relation to a directors' written resolution or a unanimous decision, a director who would have been counted as participating for quorum and voting purposes in the decision had the resolution or matter been proposed as a resolution at a directors' meeting;

"Equity Share" has the meaning given to it in the Investment Agreement;

"Exit" means completion of a Share Sale, a Disposal or a Listing;

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"First Hurdle Amount" means an IRR of 10 per cent;

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

"Group" means the Company and its subsidiary undertakings for the time being and references to **"Group Member"** shall be construed accordingly;

"hard copy form" has the meaning given in section 1168 of the Act;

"Hazledene Investors" means the holders of the C and D Shares and their Affiliates providing Shareholder loans and **"Hazledene Investor"** shall mean any one of them;

"holder" in relation to Shares means the person whose name is entered in the register of members as the holder of the Shares;

"instrument" means a document in hard copy form;

"Investment Agreement" means the investment agreement entered into or to be entered into on or around 2019 between (1) Abernethy Investments Limited and Abernethy Investments LLC, (2) Hazledene Investment Management LLP, (3) Mark David Shaw, (4) Teramy Investments S.à r.l. and (5) the Company (as amended, varied, supplemented, extended, restated, novated and/or replaced from time to time);

"Investors" means the A Shareholders and the B Shareholders for the time being and their Affiliates providing any shareholder loans and **"Investor"** means any of them;

"IRR" has the meaning set out in the Investment Agreement;

"Listing" means:

- (a) the admission of all or any of the Equity Shares to trading on a market for listed securities operated by a recognised investment exchange (as that term is defined in the Financial Services and Markets Act 2000), together with the admission of such Equity Shares to the Official List of the FCA; or
- (b) the admission of all or any of the Equity Shares to trading on the Alternative Investment Market of the London Stock Exchange plc

"lien enforcement notice" has the meaning given in Article 35.2;

"non-disclosable interest" has the meaning given in Article 20.1;

"ordinary resolution" has the meaning given in section 282 of the Act;

"paid" means paid or credited as paid;

"participate", in relation to a directors' meeting, has the meaning given in Article 12;

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

"proxy notice" has the meaning given in Article 66.1;

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"Second Hurdle Amount" means an IRR of 15 per cent;

"Share Sale" means any transaction or series of related transactions whereby any person (together with its connected persons and any other persons with whom it is Acting in Concert) obtains the ownership of more than 80 per cent in nominal value of the A and B Shares;

"Shareholder" means any A Shareholder, B Shareholder, C Shareholder or D Shareholder;

"Shares" means shares in the Company;

"special resolution" has the meaning given in section 283 of the Act;

"subsidiary" has the meaning given in section 1159 of the Act;

"Third Hurdle Amount" means an IRR of 20 per cent;

"transmittee" means a person entitled to a Share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law;

"working day" has the meaning given in section 1173(1) of the Act; and

"writing" and **"written"** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

2.2 Unless the context requires otherwise, other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the Company.

2.3 If, and for so long as, the Company has only one director, all references in these Articles to **"directors"** (other than in those provisions which govern the decision-making by directors (Articles 8 to 18) and directors' interests (Articles 19 to 21)) shall be construed as a reference to that sole director.

2.4 References in these Articles to the day on which a notice is given are to the day on which the notice is deemed received in accordance with Article 75.

2.5 References to numbered **"Articles"** are references to numbered provisions in these Articles.

2.6 Headings in these Articles are used for convenience only and shall not affect the meaning of these Articles.

3. **Liability of members**

The liability of the members of the Company is limited to the amount, if any, unpaid on the Shares held by them.

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PART 2: OFFICERS

DIRECTORS' POWERS AND RESPONSIBILITIES

4. Directors' general authority

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

5. Shareholders' reserve power

5.1 The Shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.

5.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

6. Directors may delegate

6.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles and which are not specifically reserved to the directors only:

6.1.1 to such person or committee;

6.1.2 by such means (including by power of attorney);

6.1.3 to such an extent;

6.1.4 in relation to such matters or territories; and

6.1.5 on such terms and conditions,

as they think fit.

6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

6.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

7. Committees

7.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern decision-making by directors (Articles 8 to 18).

7.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

8. Directors to take decisions collectively

8.1 The general rule about decision-making by directors is that any decision of the directors must be:

8.1.1 a majority decision at a meeting;

8.1.2 a majority decision by a directors' written resolution adopted in accordance with Article 9; or

8.1.3 a unanimous decision taken in accordance with Article 10.

8.2 If, and for so long as, the Company has only one director, the general rule does not apply, and the director may take decisions without regard to any of the provisions of the Articles relating to directors' decision-making (Articles 8 to 18).

9. Directors' written resolutions

9.1 Any director may propose a directors' written resolution and the company secretary (if any) must propose a directors' written resolution if a director so requests.

9.2 Subject to Article 9.3, a directors' written resolution is proposed by giving notice in writing of the proposed resolution to each director, unless the director is absent from the United Kingdom and has not given the Company an address to which such notices may be given by electronic means during his absence.

9.3 Any director may waive his entitlement to notice of any proposed directors' written resolution, either prospectively or retrospectively, and any retrospective waiver shall not affect the validity of the directors' written resolution.

9.4 A proposed directors' written resolution is adopted when a majority of the eligible directors have signed one or more copies of it, provided that those directors would have formed a quorum at a directors' meeting had the resolution been proposed at such a meeting. Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles.

9.5 An alternate director may sign a proposed directors' written resolution (in addition to signing it in his capacity as a director in his own right, if relevant) on behalf of each of his appointors who:

9.5.1 have not signed or are not to sign the directors' written resolution; and

9.5.2 are eligible directors in relation to the directors' written resolution,

provided that (a) the alternate director is himself an eligible director in relation to the directors' written resolution and (b) those persons actually signing the directors' written resolution would have formed a quorum at a directors' meeting had the resolution been proposed at such a meeting.

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10. Unanimous decisions

- 10.1 A unanimous decision of the directors is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter. Once a unanimous decision of the directors has been taken, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles.
- 10.2 A decision may not be taken on a matter in accordance with this Article if the eligible directors would not have formed a quorum at a directors' meeting had the matter been proposed as a resolution at such a meeting.
- 10.3 An alternate director may participate in a unanimous decision of the directors (in addition to participating in his capacity as a director in his own right, if relevant) on behalf of each of his appointors who:

10.3.1 are not participating in the unanimous decision; and

10.3.2 are eligible directors in relation to the decision,

provided that (a) the alternate director is himself an eligible director in relation to the decision and (b) those persons actually participating in the unanimous decision of the directors would have formed a quorum at a directors' meeting had the matter been proposed as a resolution at such a meeting.

11. Calling a directors' meeting

- 11.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
- 11.2 Notice of any directors' meeting must indicate:
- 11.2.1 its proposed date and time;
- 11.2.2 where it is to take place; and
- 11.2.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 11.3 Subject to Article 11.4, notice of a directors' meeting must be given to each director, unless the director is absent from the United Kingdom and has not given the Company an address to which such notices may be given by electronic means during his absence. Notice does not need to be in writing. A director who participates in a meeting shall be deemed to have received proper notice of the meeting.
- 11.4 Any director may waive his entitlement to notice of any directors' meeting, either prospectively or retrospectively, and any retrospective waiver shall not affect the validity of the meeting or of any business conducted at it.

12. Participation in directors' meetings

- 12.1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

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- 12.1.1 the meeting has been called and takes place in accordance with the Articles; and
 - 12.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 12.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 12.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 13. Quorum for directors' meetings**
- 13.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 13.2 The quorum for directors' meetings is two directors.
- 13.3 Subject to the Articles, a person who is an alternate director, but is not a director in his own right, may be counted as participating for the purposes of determining whether a quorum is participating in any decision at a directors' meeting, provided that his appointor (or one of his appointors):
 - 13.3.1 is not participating in the decision at the directors' meeting; and
 - 13.3.2 would have been an eligible director in relation to the decision if he had been participating in it.
- 13.4 No alternate director may be counted as more than one director for the purposes of determining whether a quorum is participating in any decision at a directors' meeting.
- 14. Chairing of directors' meetings**
- 14.1 The directors may appoint a director to chair their meetings.
- 14.2 The person so appointed for the time being is known as the chairman.
- 14.3 The directors may terminate the chairman's appointment at any time.
- 14.4 If the directors have not appointed a chairman, or if the chairman is not participating in a directors' meeting within 10 minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.
- 15. Voting at directors' meetings**
- 15.1 A decision is taken at a directors' meeting by a majority of the votes of the eligible directors participating in the decision at the meeting.
- 15.2 Subject to the Articles, each director participating in a decision at a directors' meeting has one vote.

- 15.3 Subject to the Articles, an alternate director shall have one vote (in addition to his own vote in his capacity as a director in his own right, if relevant) on any decision at a directors' meeting for each of his appointors who:
- 15.3.1 are not participating in the decision at the directors' meeting; and
 - 15.3.2 would have been eligible directors in relation to the decision if they had been participating in it.
- 15.4 If the numbers of votes for and against a proposal at a directors' meeting are equal, the chairman or other director chairing the meeting has a casting vote. But this does not apply if, in accordance with the Articles, the chairman or other director chairing the meeting is not an eligible director in relation to the decision.
- 16. Participating and voting when director interested**
- 16.1 A director shall not be counted as participating for quorum and voting purposes in a decision at a directors' meeting to authorise a matter for the purposes of section 175 of the Act if, in accordance with section 175(6) of the Act, the matter is such that the authorisation would only be effective if:
- 16.1.1 any requirement as to the quorum at the directors' meeting at which the matter is considered is met without him counting; and
 - 16.1.2 the matter was agreed to without him voting or would have been agreed to if his vote had not been counted.
- 16.2 Without prejudice to the obligations of any director:
- 16.2.1 to disclose any interest in proposed or existing transactions or arrangements with the Company in accordance with the Companies Acts; and
 - 16.2.2 to disclose any interest in accordance with Article 20.1,
- and subject always to Article 16.1 and the terms on which any authorisation by the directors for the purposes of section 175 of the Act has been given, a director shall be counted as participating for quorum and voting purposes in any decision at a directors' meeting that is concerned with a matter in which he has, directly or indirectly, an interest.
- 16.3 Subject to Article 16.4, if a question arises at a directors' meeting as to the right of a director to be counted as participating for quorum or voting purposes in the meeting (or part of the meeting), the question may, before the conclusion of the meeting, be referred to the chairman, or other director chairing the meeting, whose ruling in relation to any director (other than himself) is to be final and conclusive.
- 16.4 If any question arises at a directors' meeting as to the right of the chairman, or other director chairing the meeting, to be counted as participating for quorum or voting purposes in the meeting (or part of the meeting), the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman, or other director chairing the meeting, is not to be counted as participating for quorum or voting purposes.

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17. Directors' discretion to make further rules

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

18. Records of directors' decisions to be kept

The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

DIRECTORS' INTERESTS

19. Transactions or arrangements with the Company

Subject to compliance with the Companies Acts (including sections 177 (*Duty to declare interest in proposed transaction or arrangement*) and 182 (*Declaration of interest in existing transaction or arrangement*) of the Act), a director may be a party to, or otherwise (directly or indirectly) interested in, any transaction or arrangement with the Company.

20. Directors' conflicts of interest

20.1 Provided that a director has declared the nature and extent of his interest (other than a non-disclosable interest) to the other directors, he shall be authorised for the purposes of section 175 of the Act:

- 20.1.1 to hold office as a director or other officer of, be employed or engaged by, hold Shares or other securities in, or otherwise be interested in, whether directly or indirectly, any Group undertaking of the Company or any other undertaking in which the Company is otherwise (directly or indirectly) interested;
- 20.1.2 to participate in any scheme, transaction or arrangement for the benefit of employees or former employees of the Company or any Group undertaking of the Company (including any pension fund or retirement, death or disability scheme or other bonus or employee benefit scheme);
- 20.1.3 to act as a trustee of any scheme for the benefit of employees or former employees of the Company or any Group undertaking of the Company (including any pension, retirement, death or disability scheme or other bonus or employee benefit scheme);
- 20.1.4 to enter into, or otherwise be interested in, whether directly or indirectly, any transaction or arrangement in which the Company is (directly or indirectly) interested (other than a transaction or arrangement with the Company); and
- 20.1.5 to be a party to any transaction or arrangement with any Group undertaking of the Company or any other undertaking in which the Company is otherwise (directly or indirectly) interested.

A "non-disclosable interest" is an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest or one that the other directors are already aware of or ought reasonably to be aware of.

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- 20.2 The following provisions of this Article apply to any authorisation of a matter by the directors for the purposes of section 175 of the Act:
- 20.2.1 *an authorisation may extend to any actual or potential conflict of interest (including a conflict of interest and duty and a conflict of duties) which may reasonably be expected to arise out of the matter so authorised;*
 - 20.2.2 *an authorisation shall be subject to such conditions or limitations as the directors may determine, whether at the time such authorisation is given or subsequently, and may be terminated by the directors at any time; and*
 - 20.2.3 *a director must comply with any obligations imposed on him by the directors pursuant to any authorisation.*
- 20.3 If a matter, office, employment, engagement, position, transaction or arrangement or interest has been authorised either pursuant to Article 20.1 or by the directors in accordance with section 175 of the Act, then the director in question shall not be required to disclose to the Company any confidential information received by him (other than by virtue of his position as a director) relating to such matter, office, employment, engagement, position, transaction or arrangement or interest, or to use such information in relation to the Company's affairs, if to do so would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter, office, employment, engagement, position, transaction or arrangement or interest.
- 21. Accounting for profit when interested**
- 21.1 Subject always to the obligation of the director to disclose his interest in proposed or existing transactions or arrangements with the Company in accordance with the Companies Acts:
- 21.1.1 *a director shall not be accountable to the Company for any profit, remuneration or other benefit which he (or a person connected with him as defined in section 252 of the Act) derives from or in connection with any interest (whether directly or indirectly) in any transaction or arrangement with the Company;*
 - 21.1.2 *no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest, profit, remuneration or benefit; and*
 - 21.1.3 *the receipt of any such profit, remuneration or other benefit shall not constitute a breach of his duty under section 176 of the Act.*
- 21.2 Subject always to the obligation of the director to disclose his interest in accordance with Article 20.1 and to the terms on which any authorisation for the purposes of section 175 of the Act has been given:
- 21.2.1 *a director shall not be accountable to the Company for any profit, remuneration or other benefit which he (or a person connected with him as defined in section 252 of the Act) derives from or in connection with anything authorised pursuant to Article 20.1 or by the directors for the purposes of section 175 of the Act;*
 - 21.2.2 *no such thing authorised shall be liable to be avoided on the grounds of any such interest, profit, remuneration or benefit; and*

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- 21.2.3 the receipt of any such profit, remuneration or other benefit shall not constitute a breach of his duty under section 176 of the Act.

DIRECTORS' TERMS OF OFFICE

22. Methods of appointing directors

- 22.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

22.1.1 by ordinary resolution.

- 22.2 In any case where, as a result of death or bankruptcy, the Company has no Shareholders and no directors, the transmittee(s) of the last Shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing to the Company, to appoint a person who is willing to act as a director, and is permitted by law to do so, to be a director, such appointment to take effect when the notice is received by the Company or on such later date (if any) specified in the notice.

- 22.3 For the purposes of Article 22.2, where two or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder.

23. Termination of director's appointment

A person ceases to be a director as soon as:

- 23.1 that person is removed as a director:

23.1.1 by ordinary resolution;

provided that any such removal shall be without prejudice to any claim such director may have for breach of any contract of service between him and the Company;

- 23.2 that person ceases to be a director by virtue of any provision of the Companies Acts (including pursuant to section 168 of the Act) or is prohibited from being a director by law;

- 23.3 a bankruptcy order is made against that person;

- 23.4 a composition or arrangement is made with that person's creditors generally in satisfaction of that person's debts;

- 23.5 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; or

- 23.6 notice in writing is received by the Company from the director that he is resigning from office, and such resignation has taken effect in accordance with its terms.

24. Directors' remuneration

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

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- 24.2 Directors are entitled to such remuneration as the directors determine:
- 24.2.1 for their services to the Company as directors; and
 - 24.2.2 for any other service which they undertake for the Company.
- 24.3 Subject to the Articles, a director's remuneration may:
- 24.3.1 take any form; and
 - 24.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 24.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- 24.5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director, except such part of his appointor's remuneration as the appointor may direct by notice in writing made to the Company.
- 25. Directors' expenses**
- The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:
- 25.1 meetings of directors or committees of directors;
 - 25.2 general meetings; or
 - 25.3 separate meetings of the holders of any class of Shares or of debentures of the Company,
- or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

ALTERNATE DIRECTORS

- 26. Appointment and removal of alternate directors**
- 26.1 Any director (other than an alternate director) ("**appointor**") may appoint as an alternate any person willing to act to:
- 26.1.1 exercise that director's powers; and
 - 26.1.2 carry out that director's responsibilities,
- in relation to the taking of decisions by the directors in the absence of the alternate's appointor, and may remove from office an alternate so appointed by him.
- 26.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors. The appointment or removal shall take effect when the notice is received by the Company or on such later date (if any) specified in the notice.

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- 26.3 The notice must:
- 26.3.1 identify the proposed or existing alternate; and
 - 26.3.2 in the case of a notice of appointment, contain (or be accompanied by) a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.
- 26.4 A person may act as an alternate for more than one director.
- 27. Rights and responsibilities of alternate directors**
- 27.1 Except as the Articles specify otherwise, alternate directors:
- 27.1.1 are deemed for all purposes to be directors;
 - 27.1.2 are liable for their own acts and omissions;
 - 27.1.3 are subject to the same restrictions as their appointors; and
 - 27.1.4 are not deemed to be agents of or for their appointors.
- 27.2 Subject to the Articles, an alternate director has the same rights in relation to any decision of the directors and any meetings of committees of directors as each of the alternate's appointors. In particular, each alternate director is entitled to receive notice of all proposed directors' written resolutions and of all directors' meetings and meetings of committees of directors which each of his appointors is entitled to receive (disregarding, for these purposes, any absence of such appointor from the United Kingdom), unless the alternate director is absent from the United Kingdom and has not given the Company an address to which such notices may be given by electronic means during his absence.
- 28. Termination of alternate directorship**
- An alternate director's appointment as an alternate for an appointor terminates:
- 28.1 when that appointor removes his alternate director in accordance with Article 26;
 - 28.2 on the occurrence in relation to the alternate director of any event which, if it occurred in relation to that appointor, would result in the termination of that appointor's appointment as a director;
 - 28.3 on the death of that appointor;
 - 28.4 when that appointor's appointment as a director terminates; or
 - 28.5 when notice in writing is received by the Company from the alternate director that he is resigning as an alternate director of that appointor, and such resignation has taken effect in accordance with its terms.



COMPANY SECRETARY

29. Secretary's terms of office

The directors may appoint any person who is willing to act to be the company secretary for such term and on such conditions as they think fit, and may remove any company secretary so appointed.

PART 3: SHARES AND DISTRIBUTIONS

SHARES

30. Issue of shares

30.1 Save to the extent authorised from time to time by special resolution, the directors must not 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.

30.2 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 (within the meaning of section 560 of the Act) by the Company.

31. Company not bound by less than absolute interests

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

32. Share certificates

32.1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.

32.2 Every certificate must specify:

32.2.1 in respect of how many Shares, of what class, it is issued;

32.2.2 the nominal value of those Shares;

32.2.3 the amount paid up on them (including both the nominal value and any Share premium); and

32.2.4 any distinguishing numbers assigned to them.

32.3 No certificate may be issued in respect of Shares of more than one class.

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

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

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33. Replacement share certificates

33.1 If a certificate issued in respect of a Shareholder's Shares is:

33.1.1 damaged or defaced; or

33.1.2 said to be lost, stolen or destroyed,

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

33.2 A Shareholder exercising the right to be issued with such a replacement certificate:

33.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;

33.2.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

33.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

34. Company's lien

34.1 Subject to Article 46, the Company has a lien ("Company's lien") over every Share which is not fully paid for any part of:

34.1.1 that Share's nominal value; and

34.1.2 any premium at which it was issued,

which has not been paid to the Company, and which is payable immediately or at some time in the future, whether or not a call notice has been sent in respect of it.

34.2 Subject to Article 46, the Company's lien over a Share:

34.2.1 takes priority over any third party's interest in that Share; and

34.2.2 extends to any dividends or other sums payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.

34.3 The directors may at any time decide that a Share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part.

35. Enforcement of the Company's lien

35.1 Subject to the provisions of this Article, if:

35.1.1 a lien enforcement notice has been given in respect of a Share; and

35.1.2 the person to whom the notice was given has failed to comply with it,

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the Company may sell that Share in such manner as the directors decide.

35.2 A lien enforcement notice:

- 35.2.1** may only be given in respect of a Share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
- 35.2.2** must specify the Share concerned;
- 35.2.3** must be in writing and require payment of the sum payable within 14 clear days of the notice (that is, excluding the day on which the notice is given and the day on which that 14 day period expires);
- 35.2.4** must be addressed either to the holder of the Share or to a transmittee entitled to it; and
- 35.2.5** must state the Company's intention to sell the Share if the notice is not complied with.

35.3 Where Shares are sold under this Article:

- 35.3.1** the directors may authorise any person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser; and
- 35.3.2** the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.

35.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:

- 35.4.1** first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice; and
- 35.4.2** secondly, to the person entitled to the Shares immediately before the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and provided that the Company's lien shall also apply to such proceeds for any money payable in respect of the Shares after the date of the lien enforcement notice.

35.5 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary (as applicable) and that a Share has been sold to satisfy the Company's lien on a specified date:

- 35.5.1** is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
- 35.5.2** subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the Share.

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36. Call notices

36.1 Subject to the Articles and the terms on which Shares are allotted, the directors may send a notice (a "call notice") to a Shareholder requiring the Shareholder to pay the Company a specified sum of money (a "call") which is payable in respect of Shares which that Shareholder holds (whether solely or jointly with others) at the date when the directors decide to send the call notice.

36.2 A call notice:

36.2.1 may not require a Shareholder to pay a call which exceeds the total sum unpaid on that Shareholder's Shares (whether as to the Share's nominal value or any amount payable to the Company by way of premium);

36.2.2 must be in writing and state when and how any call to which it relates it is to be paid; and

36.2.3 may permit or require the call to be paid by instalments.

36.3 A Shareholder must comply with the requirements of a call notice, but no Shareholder is obliged to pay any call before 14 clear days have passed since the notice was sent (that is, excluding the day on which the call notice is given and the day on which that 14 day period expires).

36.4 Before the Company has received any call due under a call notice, the directors may:

36.4.1 revoke it wholly or in part; or

36.4.2 specify a later time for payment than is specified in the notice,

by a further notice in writing to the Shareholder in respect of whose Shares the call is made.

37. Liability to pay calls

37.1 Liability to pay a call is not extinguished or transferred by transferring the Shares in respect of which it is required to be paid.

37.2 Joint holders of a Share are jointly and severally liable to pay all calls in respect of that Share.

37.3 Subject to the terms on which Shares are allotted, the directors may, when issuing Shares, provide that call notices sent to the holders of those Shares may require them:

37.3.1 to pay calls which are not the same; or

37.3.2 to pay calls at different times.

38. When call notice need not be issued

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

38.1.1 on allotment;

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- 38.1.2 on the occurrence of a particular event; or
- 38.1.3 on a date fixed by or in accordance with the terms of issue.
- 38.2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the Share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.
- 39. **Failure to comply with call notice: automatic consequences**
 - 39.1 If a person is liable to pay a call and fails to do so by the call payment date:
 - 39.1.1 the directors may issue a notice of intended forfeiture to that person; and
 - 39.1.2 until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate.
 - 39.2 For the purposes of this Article:
 - 39.2.1 **"call payment date"** means the time when the call notice states that a call is to be paid, unless the directors give a notice in writing specifying a later date, in which case the **"call payment date"** is that later date;
 - 39.2.2 **"relevant rate"** means:
 - 39.2.2.1 the rate fixed by the terms on which the Share in respect of which the call is due was allotted;
 - 39.2.2.2 such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors; or
 - 39.2.2.3 if no rate is fixed in either of these ways, five per cent per annum.
 - 39.3 The relevant rate must not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.
 - 39.4 The directors may waive any obligation to pay interest on a call wholly or in part.
- 40. **Notice of intended forfeiture**

A notice of intended forfeiture:

 - 40.1 may be sent in respect of any Share in respect of which a call has not been paid as required by a call notice;
 - 40.2 must be in writing and sent to the holder of that Share or to a transmittee entitled to it;

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- 40.3 must require payment of the call and any accrued interest by a date which is not less than 14 clear days after the date of the notice (that is, excluding the day on which the notice is given and the day on which that 14 day period expires);
- 40.4 must state how the payment is to be made; and
- 40.5 must state that if the notice is not complied with, the Shares in respect of which the call is payable will be liable to be forfeited.

41. Directors' power to forfeit shares

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

42. Effect of forfeiture

42.1 Subject to the Articles, the forfeiture of a Share extinguishes:

- 42.1.1 all interests in that Share, and all claims and demands against the Company in respect of it; and
- 42.1.2 all other rights and liabilities incidental to the Share as between the person whose Share it was before the forfeiture and the Company.

42.2 Any Share which is forfeited in accordance with the Articles:

- 42.2.1 is deemed to have been forfeited when the directors decide that it is forfeited;
- 42.2.2 is deemed to be the property of the Company; and
- 42.2.3 may be sold, re-allotted or otherwise disposed of as the directors think fit.

42.3 If a person's Shares have been forfeited:

- 42.3.1 the Company must send that person notice in writing that forfeiture has occurred and record it in the register of members;
- 42.3.2 that person ceases to be a Shareholder in respect of those Shares;
- 42.3.3 that person must surrender the certificate for the Shares forfeited to the Company for cancellation;
- 42.3.4 that person remains liable to the Company for all sums payable by that person under the Articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture); and
- 42.3.5 the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their Disposal.

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- 42.4 At any time before the Company disposes of a forfeited Share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit.

43. Procedure following forfeiture

- 43.1 If a forfeited Share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer.

- 43.2 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary (as applicable) and that a Share has been forfeited on a specified date:

43.2.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and

43.2.2 subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the Share.

- 43.3 A person to whom a forfeited Share is transferred is not bound to see to the application of the consideration (if any), nor is that person's title to the Share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the Share.

- 43.4 If the Company sells a forfeited Share, the person who held it before its forfeiture is entitled to receive from the Company the net proceeds of such sale, after payment of the costs of sale and any other costs relating to the forfeiture of the Share, and excluding any amount which:

43.4.1 was, or would have become, payable; and

43.4.2 had not, when that Share was forfeited, been paid by that person in respect of that Share,

but no interest is payable to such a person in respect of such proceeds, and the Company is not required to account for any money earned on them.

44. Surrender of shares

- 44.1 A Shareholder may surrender any Share:

44.1.1 in respect of which the directors may issue a notice of intended forfeiture;

44.1.2 which the directors may forfeit; or

44.1.3 which has been forfeited.

- 44.2 The directors may accept the surrender of any such Share.

- 44.3 The effect of surrender on a Share is the same as the effect of forfeiture on that Share.

- 44.4 A Share which has been surrendered may be dealt with in the same way as a Share which has been forfeited.

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45. Share transfers

- 45.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and (if any of the Shares are not fully paid) by and on behalf of the transferee.
- 45.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any Share.
- 45.3 The Company may retain any instrument of transfer which is registered.
- 45.4 The transferor remains the holder of a Share until the transferee's name is entered in the register of members as holder of it.
- 45.5 Subject to Article 46, the directors may refuse to register the transfer of a Share, and, if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.]

46. Transfer of shares to a secured institution

46.1 Notwithstanding any other provision of these Articles:

- 46.1.1 the directors shall not decline to register or delay in registering any transfer of any Share;
- 46.1.2 no holder of Shares in the Company will be required to comply with any provision of these Articles which restricts the transfer of Shares or which requires any Shares to be first offered to all or any current Shareholders of the Company before any transfer takes place; and
- 46.1.3 no holder of Shares in the Company will have any right under these Articles or otherwise to require such Shares to be transferred to them whether for consideration or otherwise,

where such transfer is:

- 46.1.4 to any bank, institution or other person to which Shares have been charged by way of security, or to any nominee or delegate of such a bank, institution or other person (or a person acting as agent or security trustee for such person) ("**Secured Institution**");
- 46.1.5 delivered to the Company for registration by a Secured Institution or its nominee or delegate in order to perfect its security over the Shares; or
- 46.1.6 executed by a Secured Institution or its nominee or delegate pursuant to a power of sale or other power existing under such security,

and the directors shall forthwith upon receipt register any such transfer of Share .

- 46.2 Notwithstanding any other provision of these Articles the directors may not exercise their rights of lien over Shares that have been mortgaged, charged or pledged by way of security to a Secured Institution.

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47. Transmission of shares

- 47.1 If title to a Share passes to a transmittee, the Company may only recognise the transmittee as having any title to that Share, but nothing in the Articles releases the estate of a deceased Shareholder from any liability in respect of a Share solely or jointly held by that Shareholder.
- 47.2 A transmittee who produces such evidence of entitlement to Shares as the directors may properly require:
- 47.2.1 may, subject to the Articles, choose either to become the holder of those Shares or to have them transferred to another person; and
- 47.2.2 subject to the Articles, and pending any transfer of the Shares to another person, has the same rights as the holder had.
- 47.3 But transmittees do not have the right to attend or vote at a general meeting, or to agree to a proposed written resolution, in respect of Shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those Shares.

48. Exercise of transmittees' rights

- 48.1 Transmittees who wish to become the holders of Shares to which they have become entitled must notify the Company in writing of that wish.
- 48.2 If the transmittee wishes to have a Share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- 48.3 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.

49. Transmittees bound by prior notices

If a notice, document or other information is served on or sent or supplied to a Shareholder in respect of Shares and a transmittee is entitled to those Shares, the transmittee is bound by the notice, document or other information if it was served on or sent or supplied to the Shareholder before the transmittee's name, or the name of any person nominated under Article 47.2.1, has been entered in the register of members.

SHARE CLASS

50. Share classes

- 50.1 The Share capital of the Company shall comprise of the A Shares, the B Shares, the C Shares and the D Shares. Except as provided otherwise in these Articles, the A Shares, the B Shares, the C Shares and the D Shares shall rank *pari passu* but they shall constitute separate classes of Shares.

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DIVIDENDS AND OTHER DISTRIBUTIONS

51. Distributions

- 51.1 Any profits available for distribution which the Company determines to distribute shall be distributed in accordance with Article 54.
- 51.2 Any distribution payable to the holders of A Shares, B Shares, C Shares and D Shares (in that capacity) pursuant to Article 54 shall be apportioned between such holders as if the distribution to the holders of A Shares, B Shares, C Shares, D Shares (in that capacity) was an amount being distributed as a Capital Distribution in accordance with Article 54.

52. Non-cash distributions

- 52.1 Subject to the terms of issue of the Share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, Shares or other securities in any company).
- 52.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:
 - 52.2.1 fixing the value of any assets;
 - 52.2.2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
 - 52.2.3 vesting any assets in trustees.

53. Waiver of distributions

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

- 53.1 the Share has more than one holder; or
- 53.2 more than one person is entitled to the Share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

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

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CAPITALISATION OF PROFITS AND RESERVES

54. Return of capital

Subject to Article 55, on an Exit or on a return of capital of the Company on a winding up or otherwise the surplus assets and retained profits of the Company available for distribution among the Shareholders, disregarding any amounts due to Investors and Hazledene Investors in respect of any debt due to them other than any amounts referred to in clause 8.1(c) or clause 8.2(a) of the Investment Agreement, (in the case of a return of capital) and the proceeds of sale (as determined in accordance with Article 55 in the case of an exit) (each a "Capital Distribution") shall be applied as follows:

- 54.1 first, until the Investors and the Hazledene Investors have received an amount equal to their respective Capital Investments in full but prior to such time as the Investors have received a return on their Capital Investment equal to the First Hurdle Amount, the A Shareholders and B Shareholders shall be entitled to such proportion of the Capital Distribution as is equal to the Equity Share of the Investors allocated amongst the A Shareholders and B Shareholders pro rata based on the number of A Shares and B Shares held by each such holder and the C Shareholders and D Shareholders shall be entitled to such proportion of the Capital Distribution as is equal to the Equity Share of the Hazledene Investors allocated amongst the C Shareholders and D Shareholders pro rata based on the number of C Shares and D Shares held by each such holder.
- 54.2 Once the Investors have received a return on their Capital Investment equal to the First Hurdle Amount but prior to such time as the Investors have received a return on their Capital Investment equal to the Second Hurdle Amount:
 - 54.2.1 the holders of the C Shares and D Shares shall be entitled to 10 per cent of the Capital Distribution allocated amongst the C Shareholders and D Shareholders pro rata based on the number of C Shares and D Shares held by each such holder; and
 - 54.2.2 the A Shareholders and B Shareholders shall be entitled to such proportion of the remaining 90 per cent of the Capital Distribution as is equal to the Equity Share of the Investors allocated amongst the A Shareholders and B Shareholders pro rata based on the number of A Shares and B Shares held by each such holder and the C Shareholders and D Shareholders shall be entitled to such proportion of the remaining 90 per cent of Capital Distribution as is equal to the Equity Share of the Hazledene Investors allocated amongst the C Shareholders and D Shareholders pro rata based on the number of C Shares and D Shares held by each such holder.
- 54.3 Once the Investors have received a return on their Capital Investment equal to the Second Hurdle Amount but prior to such time as the Investors have received a return on their Capital Investment equal to the Third Hurdle Amount:
 - 54.3.1 the holders of the C Shares and D Shares shall be entitled to 15 per cent of the Capital Distribution allocated amongst the C Shareholders and D Shareholders pro rata based on the number of C Shares and D Shares held by each such holder; and

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- 54.3.2 the A Shareholders and B Shareholders shall be entitled to such proportion of the remaining 85 per cent of the Capital Distribution as is equal to the Equity Share of the Investors allocated amongst the A Shareholders and B Shareholders pro rata based on the number of A Shares and B Shares held by each such holder and the C Shareholders and D Shareholders shall be entitled to such proportion of the remaining 85 per cent of Capital Distribution as is equal to the Equity Share of the Hazledene Investors allocated amongst the C Shareholders and D Shareholders pro rata based on the number of C Shares and D Shares held by each such holder;
- 54.4 Once the Investors have received a return on their Capital Investment equal to or greater than the Third Hurdle Amount:
- 54.4.1 the holders of the C Shares and D Shares shall be entitled to 25 per cent of the Capital Distribution allocated amongst the C Shareholders and D Shareholders pro rata based on the number of C Shares and D Shares held by each such holder; and
- 54.4.2 the A Shareholders and B Shareholders shall be entitled to such proportion of the remaining 75 per cent of the Capital Distribution as is equal to the Equity Share of the Investors allocated amongst the A Shareholders and B Shareholders pro rata based on the number of A Shares and B Shares held by each such holder and the C Shareholders and D Shareholders shall be entitled to such proportion of the remaining 75 per cent of Capital Distribution as is equal to the Equity Share of the Hazledene Investors allocated amongst the C Shareholders and D Shareholders pro rata based on the number of C Shares and D Shares held by each such holder.
- 54.5 For the purposes of determining the amounts to be allocated to the holders of the A Shares, B Shares, C Shares and D Shares pursuant to Articles 54.1, 54.2, 54.3 and 54.4, any amounts paid or to be paid to the Investors and Hazledene Investors in respect of any debt due to them (other than any amounts referred to in clause 8.1(c) or clause 8.2(a) of the Investment Agreement) shall be treated as if they had formed part of the Capital Distribution.

55. Exit

- 55.1 In the event of a Share Sale, the selling Shareholders shall procure that the amount (if any) of consideration which they shall be entitled to receive for the Shares they are transferring shall be that to which they would be entitled if the aggregate value of the total consideration to be paid for such Shares as a whole was allocated to the selling Shareholders in the order of priority set out in Article 54.
- 55.2 For the avoidance of doubt, "total consideration" for the purposes of Article 55.2 shall be construed as meaning the value or worth of the total consideration regardless of the form of the total consideration and shall exclude any offer to subscribe for or acquire any Share, debt instrument or other security in the capital of any person which is purchasing or acquiring the selling Shareholders' Shares (or a Member of the same Group as any such person) made to a selling Shareholder which is in addition to the consideration proposed to be paid for all the selling Shareholders' Shares.

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55.3 In the event of a Disposal, the Shareholders shall procure that the proceeds of sale arising from the Disposal shall (to the extent that the Company is lawfully able to do so) be distributed to the Shareholders in the order of priority set out in Article 54.

55.4 If any of the consideration to be paid on a Share Sale or a Disposal is to be deferred or is otherwise not payable until after completion of such Share Sale or Disposal, the selling Shareholders (in the case of a Share Sale) or the Shareholders (in the case of a Disposal) shall procure that:

55.4.1 any initial consideration to be paid at the time of completion shall:

55.4.1.1 in the case of a Share Sale, be allocated to the selling Shareholders in the order of priority set out in Article 54; and

55.4.1.2 in the case of a Disposal, (to the extent that the Company is lawfully able to do so) be distributed to the Shareholders in the order of priority set out in Article 54; and

55.4.2 if, and to the extent that, any such deferred or other consideration is subsequently to be paid, it shall:

55.4.2.1 in the case of a Share Sale, be allocated to the selling Shareholders in the order of priority set out in Article 54 after taking into account any prior allocations of consideration to the selling Shareholders that have already taken place; and

55.4.2.2 in the case of a Disposal, (to the extent that the Company is lawfully able to do so) be distributed to the Shareholders in the order of priority set out in Article 54 after taking into account any prior distributions of the proceeds of sale to the Shareholders that have already taken place.

55.5 In the event of a Listing, the Shareholders shall procure that the proceeds of the sale of all or any of the Shares pursuant to the Listing shall be allocated to the selling Shareholders in the order of priority set out in Article 54.

PART 4: DECISION-MAKING BY SHAREHOLDERS

WRITTEN RESOLUTIONS

56. Written resolutions

A resolution of the Shareholders (or a class of Shareholders) may be passed as a written resolution in accordance with Chapter 2 of Part 13 of the Act.

GENERAL MEETINGS

ORGANISATION OF GENERAL MEETINGS

57. Calling general meetings

57.1 If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any Shareholder of the Company may call a general meeting.

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57.2 If, and for so long as, the Company has only a single Shareholder, such Shareholder shall be entitled at any time to call a general meeting.

57.3 A Shareholder present in person or by proxy at a general meeting shall be deemed to have received proper notice of the meeting and, if required, of the purposes for which it was called.

58. Attendance and speaking at general meetings

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

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

58.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

58.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

58.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

58.4 In determining attendance at a general meeting, it is immaterial whether any two or more Shareholders attending it are in the same place as each other.

58.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

59. Quorum for general meetings

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

60. Chairing general meetings

60.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

60.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the general meeting or is not present within 10 minutes of the time at which a meeting was due to start:

60.2.1 the directors present; or

60.2.2 (if no directors are present within 10 minutes of the time at which the meeting was due to start) the meeting,

must appoint a director or Shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

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60.3 The person chairing a general meeting in accordance with this Article is referred to as "**the chairman of the meeting**".

61. Attendance and speaking by directors and non-shareholders

61.1 Directors may attend and speak at general meetings, whether or not they are Shareholders.

61.2 The chairman of the meeting may permit other persons who are not:

61.2.1 Shareholders of the Company; or

61.2.2 otherwise entitled to exercise the rights of Shareholders in relation to general meetings,

to attend and speak at a general meeting.

62. Adjournment

62.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it. If at such an adjourned meeting the persons attending within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during such an adjourned meeting a quorum ceases to be present, the meeting shall be dissolved.

62.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

62.2.1 the meeting consents to an adjournment; or

62.2.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

62.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

62.4 When adjourning a general meeting, the chairman of the meeting must:

62.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and

62.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

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

62.5.1 to the same persons to whom notice of the Company's general meetings is required to be given; and

62.5.2 in the same manner in which such notice is required to be given and containing the same information which such notice is required to contain.

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- 62.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

63. Voting: general

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

64. Errors and disputes

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

- 64.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

65. Poll votes

- 65.1 A poll on a resolution may be demanded:

65.1.1 in advance of the general meeting where it is to be put to the vote; or

65.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

- 65.2 A poll may be demanded by:

65.2.1 the chairman of the meeting;

65.2.2 the directors present;

65.2.3 two or more persons having the right to vote on the resolution;

65.2.4 a person or persons representing not less than 10 per cent of the total voting rights of all the Shareholders having the right to vote on the resolution; or

65.2.5 a person or persons who hold (or are representing a holder or holders of) Shares conferring a right to vote on the resolution, being Shares on which an aggregate sum has been paid up equal to not less than 10 per cent of the total sum paid up on all the Shares conferring the right to vote on the resolution.

- 65.3 A demand for a poll may be withdrawn if:

65.3.1 the poll has not yet been taken; and

65.3.2 the chairman of the meeting consents to the withdrawal.

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

- 65.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

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66. Content of proxy notices

66.1 Proxies may only validly be appointed by a notice in writing ("**proxy notice**") which:

- 66.1.1 states the name and address of the Shareholder appointing the proxy;
- 66.1.2 identifies the person appointed to be that Shareholder's proxy and the general meeting or adjourned meeting in relation to which that person is appointed;
- 66.1.3 is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the directors may otherwise determine;
- 66.1.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting or adjourned meeting to which it relates; and
- 66.1.5 is received by the Company no later than 48 hours (excluding any part of a day that is not a working day) before the time appointed for the commencement of the general meeting or adjourned meeting to which the proxy notice relates or such later time as the directors may determine.

66.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

66.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

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

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

67. Delivery of proxy notices

67.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person. However, if that person votes at the meeting or adjourned meeting on a resolution, then as regards that resolution any proxy notice delivered to the Company by or on behalf of that person shall:

- 67.1.1 on a show of hands, be invalid;
- 67.1.2 on a poll, be invalid to the extent that such person votes in respect of the Shares to which the proxy notice relates.

67.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

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- 67.3 A notice revoking a proxy appointment only takes effect if it is received by the Company before the commencement of the meeting or adjourned meeting to which it relates.
- 67.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.
- 67.5 When two or more valid but different proxy notices are received in respect of the same Share for use at the same meeting or adjourned meeting, the one which is last validly received (regardless of its date or the date of its execution) shall be treated as replacing and revoking the other(s) as regards that Share. If the Company is unable to determine which was last received, none of them shall be treated as valid in respect of that Share.

68. Corporate representatives

Where a Shareholder that is a corporation has authorised a representative or representatives to act on its behalf at a general meeting in accordance with section 323 of the Act:

- 68.1 the corporation shall, for the purposes of these Articles, be deemed to be present in person at any such meeting if any such representative is present at it, and all references to attendance and voting in person shall be construed accordingly;
- 68.2 a director or the company secretary (if any) may require any such representative to produce a certified copy of such authority before such representative is entitled to exercise any power on behalf of the corporation which he represents; and
- 68.3 a vote given or poll demanded by such representative at a general meeting or adjourned meeting shall be valid even though his authority has previously terminated unless notice in writing of the termination was received by the Company before the commencement of that meeting.

69. No voting of shares on which money due and payable to the Company

Unless the directors otherwise determine, no voting rights attached to a Share may be exercised unless all amounts (including the nominal value and any Share premium) due and payable to the Company in respect of that Share have been paid.

70. Amendments to resolutions

- 70.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 70.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
- 70.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 70.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

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- 70.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 70.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 70.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART 5: ADMINISTRATIVE ARRANGEMENTS

71. Form of notice

Any notice or other document to be given pursuant to the Articles (other than a notice calling a meeting of the directors) must be in writing.

72. Notices to the Company

Any notice, document or other information may be served on or sent or supplied to the Company by anyone:

- 72.1 by sending it through the post in a prepaid envelope addressed to the Company or any officer of the Company at its registered office or such other place in the United Kingdom as may from time to time be specified by the Company for that purpose;
- 72.2 by delivering it by hand to or leaving it at its registered office or such other place in the United Kingdom as may from time to time be specified by the Company for that purpose in an envelope addressed to the Company or any officer of the Company;
- 72.3 by sending or supplying it by electronic means to an address specified by the Company from time to time for that purpose; or
- 72.4 by any other means authorised in writing by the Company.

73. Notices to shareholders and transmittees

73.1 Any notice, document or other information may be served on or sent or supplied to any Shareholder:

- 73.1.1 personally;
- 73.1.2 by sending it through the post in a prepaid envelope addressed to the Shareholder at his registered address;
- 73.1.3 by delivering it by hand to or leaving it at that address in an envelope addressed to the Shareholder;
- 73.1.4 by sending or supplying it by electronic means to an address notified by the Shareholder to the Company from time to time for that purpose; or
- 73.1.5 by any other means authorised in writing by the relevant Shareholder.

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73.2 Nothing in Article 73.1 shall affect any provision of the Companies Acts requiring offers, notices or documents to be served on or sent or supplied to a Shareholder in a particular way.

73.3 In the case of joint holders of a Share:

73.3.1 all notices, documents or other information shall be served on or sent or supplied to the person named first in the register in respect of the joint holding, and notice so given shall be sufficient notice to all joint holders; and

73.3.2 any request for consent to the receipt of communications in electronic form shall be sent or supplied to the person named first in the register in respect of the joint holding, and any express consent given by such holder to the receipt of communications in such manner shall bind all joint holders.

73.4 Notices, documents or other information to be served on or sent or supplied to a transmittee may be served on or sent or supplied to him by name, or by the title of the representative of the deceased or trustee of the bankrupt (or by any like description), at an address supplied for the purpose by him. Articles 73.1 and 75 shall apply to any notice, document or information so served, sent or supplied as if references in those Articles to:

73.4.1 "Shareholder" are to the transmittee; and

73.4.2 a Shareholder's "registered address" or "address" are to the address so supplied.

This Article 73.4 is without prejudice to paragraph 17 of Schedule 5 to the Act.

74. Notices to directors

Any notice, document or other information may be served on or sent or supplied to a director by the Company or by any other director or the company secretary (if any):

74.1 personally;

74.2 (other than a notice of a proposed directors' written resolution) by word of mouth;

74.3 by sending it through the post in a prepaid envelope addressed to the director at his registered address or such other postal address as may from time to time be specified by him for that purpose;

74.4 by delivering it by hand to or leaving it at that address in an envelope addressed to him;

74.5 by sending or supplying it by electronic means to an address specified from time to time by the director for that purpose; or

74.6 by any other means authorised in writing by the director.

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75. Service of notices on shareholders or directors

Any notice, document or other information (other than any notice, document or other information given to the Company including, for the avoidance of doubt, the appointment of a proxy):

75.1 addressed to a Shareholder or a director in the manner prescribed by the Articles shall, if sent by post (whether in hard copy or electronic form), be deemed to have been received:

75.1.1 (if prepaid as first class) 24 hours after it was posted;

75.1.2 (if prepaid as second class) 48 hours after it was posted;

75.1.3 (if prepaid as airmail) 72 hours after it was posted,

and, in proving such receipt, it shall be sufficient to prove that the envelope containing such notice, document or other information was properly addressed, prepaid and put in the post;

75.2 not sent by post, but addressed to a Shareholder or a director and delivered by hand to or left at an address in accordance with the Articles, shall be deemed to have been received on the day it was so delivered or left;

75.3 served, sent or supplied to a Shareholder or a director by electronic means shall be deemed to have been received on the day it was sent, and, in proving such receipt, it shall be sufficient to show that such notice, document or information was properly addressed;

75.4 served, sent or supplied by any other means authorised in writing by the Shareholder or the director shall be deemed to have been received when the Company has carried out the action it has been authorised to take for that purpose.

76. Company seals

76.1 Any common seal may only be used by the authority of the directors.

76.2 The directors may decide by what means and in what form any common seal is to be used.

76.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by:

76.3.1 two directors;

76.3.2 one director and the company secretary (if any); or

76.3.3 one authorised person in the presence of a witness who attests the signature.

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

76.4.1 any director of the Company;

76.4.2 the company secretary (if any); or

76.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

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77. No right to inspect accounts and other records

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

DIRECTORS' INDEMNITY AND INSURANCE

78. Directors' indemnity and insurance

To the extent permitted by the Companies Acts, the Company may:

- 78.1 indemnify any director of the Company or of any associated company against any liability;
- 78.2 purchase and maintain insurance against any liability for any director of the Company or of any associated company.

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