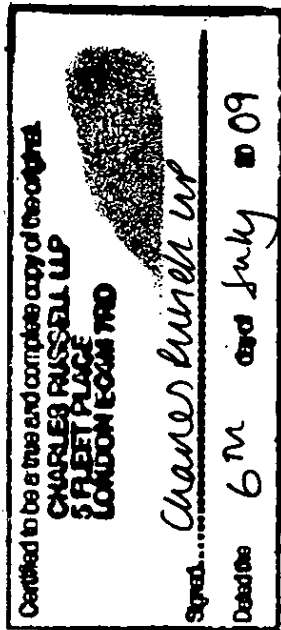


Company Number: 5070641



THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

HEALTHCARE KNOWLEDGE INTERNATIONAL LIMITED

(the "Company")

WRITTEN SPECIAL RESOLUTIONS OF THE SHAREHOLDERS
OF THE COMPANY

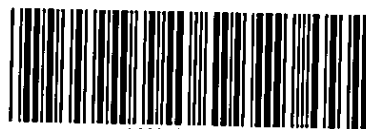
CIRCULATION DATE – 1st July 2009

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "Act") and the Company's articles of association, the directors of the Company propose that the following resolution be passed as a special resolution of the members and, separately, of: (i) the holders of the A Ordinary Shares; (ii) the holders of the B Ordinary Shares; and (iii) the holders of the C Ordinary Shares:

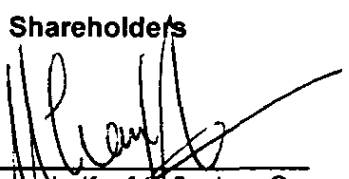
"That the draft regulations attached to this written resolution be adopted as the articles of association of the Company in substitution for and the exclusion of all the existing articles of association."

The A Ordinary Shareholders and B Ordinary Shareholders who have signed this resolution, being members representing at least 75% of the total voting rights of the members of the Company who, at the date of this written resolution would be entitled to attend and vote at general meetings of the Company, **HEREBY PASS** the resolution set out above as a special resolution and agree that the said resolution shall, for all purposes be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.

In addition, the A Ordinary Shareholders, the B Ordinary Shareholders and the C Ordinary Shareholders who have signed this resolution, being members representing at least 75% of the total voting rights of the members of the Company who, at the date of this written resolution would be entitled to attend and vote at a meeting of the A Ordinary Shareholders, the B Ordinary Shareholders and the C Ordinary Shareholders (respectively), **HEREBY CONSENT** to the variation of their respective class rights contained in the draft articles of association attached to this written resolution and **CONFIRM** that this written resolution shall constitute shareholder class consent for the purposes of article 4.1 of the Company's existing Articles of Association.



A Ordinary Shareholders

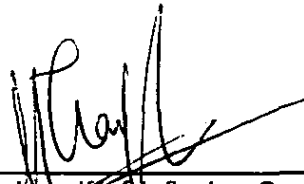


For and on behalf of Inflexion General Partner Limited as general partner of Inflexion Scottish Limited Partnership (as general partner of Inflexion Fund 2 Limited Partnership)

Name: C.C. Thompson

Date: 1 July 2009

B Ordinary Shareholders



For and on behalf of Inflexion General Partner Limited as general partner of Participation Scottish Limited Partnership (as general partner of CHKS Co-Invest Limited Partnership)

Name: C.C. Thompson

Date: 1 July 2009

Andrew Pemberton as attorney for Graham Harries

Date: _____

Andrew Pemberton

Date: _____

Andrew Pemberton as attorney for Philip James

Date: _____

Andrew Pemberton as attorney for Mercè Casas Galofré

Date: _____

Andrew Pemberton as attorney for Elisabet Guasch Guillem

Date: _____

Andrew Pemberton as attorney for Antonio Arias Enrich

Date: _____

C Ordinary Shareholders

Andrew Pemberton as attorney for Moyra Amess

Date: _____

Andrew Pemberton as attorney for Robert Brookes

Date: _____

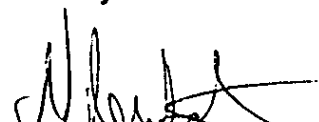
A Ordinary Shareholders

For and on behalf of Inflexion General Partner Limited as general partner of Inflexion Scottish Limited Partnership (as general partner of Inflexion Fund 2 Limited Partnership)

Name: _____

Date: _____

B Ordinary Shareholders



Andrew Pemberton as attorney for Graham Harries

Date: 1st July 09



Andrew Pemberton as attorney for Philip James

Date: 1st July 09



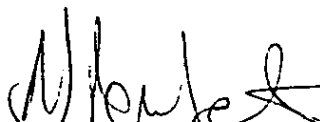
Andrew Pemberton as attorney for Elisabet Guasch Guillem

Date: 1st July 09

For and on behalf of Inflexion General Partner Limited as general partner of Participation Scottish Limited Partnership (as general partner of CHKS Co-Invest Limited Partnership)

Name: _____

Date: _____




Andrew Pemberton

Date: 1st July 09



Andrew Pemberton as attorney for Mercè Casas Galofré

Date: 1st July 09



Andrew Pemberton as attorney for Antonio Arias Enrich


Date: 1st July 09

C Ordinary Shareholders



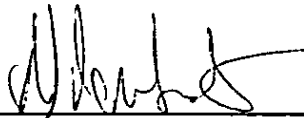
Andrew Pemberton as attorney for Moyra Amess

Date: 1st July 09



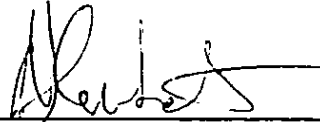
Andrew Pemberton as attorney for Robert Brookes

Date: 1st July 09



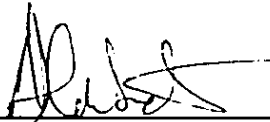
Andrew Pemberton as attorney for Rita Burton

Date: 1st July 09



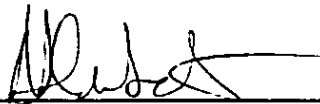
Andrew Pemberton as attorney for Anne Clarke

Date: 1st July 09



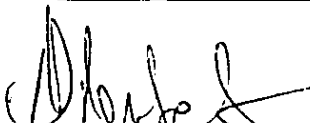
Andrew Pemberton as attorney for James Coles

Date: 1st July 09



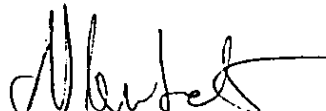
Andrew Pemberton as attorney for Paul Davis

Date: 1st July 09



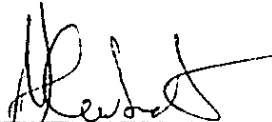
Andrew Pemberton as attorney for Melanie King

Date: 1st July 09



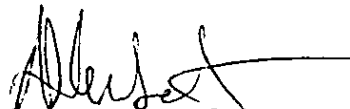
Andrew Pemberton as attorney for Jason Harries

Date: 1st July 09



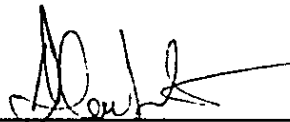
Andrew Pemberton as attorney for Nina Hermolle

Date: 1st July 09



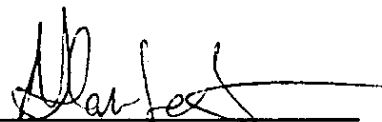
Andrew Pemberton as attorney for Philip King

Date: 1st July 09



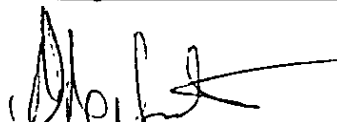
Andrew Pemberton as attorney for Yvonne Peel

Date: 1st July 09



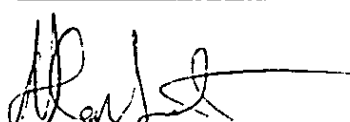
Andrew Pemberton as attorney for David Rix

Date: 1st July 09



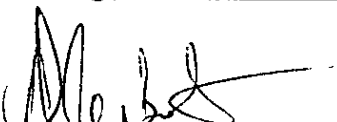
Andrew Pemberton as attorney for Beverley Sheard

Date: 1st July 09



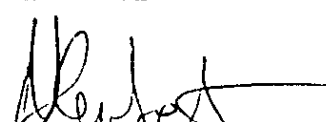
Andrew Pemberton as attorney for Heather Walker

Date: 1st July 09



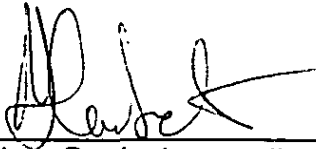
Andrew Pemberton as attorney for Janet Witty

Date: 1st July 09



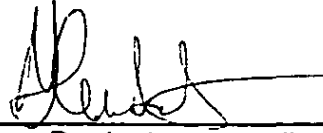
Andrew Pemberton as attorney for Su Wood

Date: 1st July 09



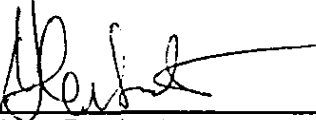
Andrew Pemberton as attorney for Paul Robinson

Date: 1st July 09



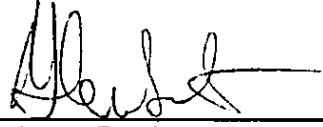
Andrew Pemberton as attorney for Andrew Thomas

Date: 1st July 09



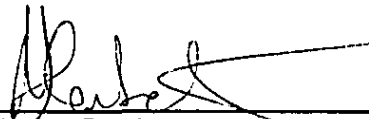
Andrew Pemberton as attorney for Greg Stevens

Date: 1st July 09



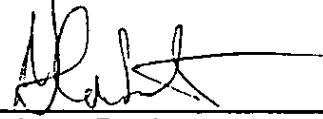
Andrew Pemberton as attorney for Patricia Durkin

Date: 1st July 09



Andrew Pemberton as attorney for Matthew Murphy

Date: 1st July 09



Andrew Pemberton as attorney for Esther Rexach

Date: 1st July 09

THE COMPANIES ACTS 1985-1989
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION

of

HEALTHCARE KNOWLEDGE INTERNATIONAL LIMITED (THE "COMPANY")

(Adopted by written resolution passed on 1 July 2009)

1 DEFINITIONS AND INTERPRETATION

1.1 In these Articles, unless the context requires otherwise:

"A Ordinary Shares" means the A ordinary shares of £0.01 each in the capital of the Company having the rights set out in these Articles and "A Ordinary Shareholder" shall be construed accordingly;

"Act" means the Companies Act 1985 (as amended);

"Acquisition Agreement" means the sale and purchase agreement entered into between Solucient, LLC and the Company relating to the acquisition of Solucient International dated on or about the Adoption Date;

"Adoption Date" means 5 April 2004;

"Agreed Distribution" means any dividend or distribution paid or made by the Company, whether in cash or in specie (other than a return of the capital of the Company on liquidation or winding up), or series of such dividends or distributions, in respect of which the Investors and the Guarantor Representative (on behalf of the Shareholder Guarantors) agree in writing should be a Distribution and have notified the Company to that effect;

"Auditors" means the auditors for the time being of the Company;

"B Ordinary Shares" means the B ordinary shares of £0.01 each in the capital of the Company having the rights set out in these Articles and "B Ordinary Shareholder" shall be construed accordingly;

"B Shareholder Majority" means the holder(s) of at least 75% or more in nominal value of the B Ordinary Shares for the time being in issue;

"Board" means the board of directors of the Company from time to time or any duly authorised committee thereof;

"business day" means any day which is not a Saturday, Sunday or public holiday in England;

"C Ordinary Shares" means the non-voting C ordinary shares of £0.01 each in the capital of the Company having the rights set out in these Articles and "C Ordinary Shareholder" shall be construed accordingly;

"Capita" Capita Holdings Limited, company registration number 6027254 whose registered office is at 17 Rochester Row, London, SW1P 1QT;

"Change of Control" means the acquisition whether by purchase, transfer, renunciation or otherwise (but excluding a transfer of Shares made in accordance with Article 12.2) by any person not a Member on the Adoption Date and/or any person acting in concert or connected with such a party (a "Third Party Purchaser") of any interest in any Shares if, upon that

acquisition, the Third Party Purchaser would hold more than 50 per cent of the issued voting share capital of the Company;

"Claim" means a Guarantors' Claim and/or an Individual Guarantor's Claim and/or an Investors' Claim and/or a PAYE Claim and/or a PM Claim;

"Company Leakage" means, since (but excluding) 31 January 2009 and until completion of a Future Sale in respect of lasist, S.A. and lasist Portugal:

- (a) any dividend, distribution or other return of capital declared, authorised, made or paid to any member of the Seller's Group by lasist, S.A. or lasist Portugal;
- (b) the transfer of any asset to, or the assumption, indemnification or incurring of any liability for the benefit of, any member of the Seller's Group by lasist, S.A. or lasist Portugal other than in the ordinary course of business and consistently with prior practice;
- (c) the waiver or release by lasist, S.A. or lasist Portugal in favour of any member of the Seller's Group any sum or obligation due from any such member of the Seller's Group to lasist, S.A. or lasist Portugal;
- (d) any management charge or fee of any nature levied by any member of the Seller's Group against lasist, S.A. or lasist Portugal other than in the ordinary course of business and consistently with prior practice;
- (e) the payment of any nature including, without limitation, any payment of principal or interest under any loan or any management, service or similar fee or compensation by lasist, S.A. or lasist Portugal to any member of the Seller's Group, except for payments in respect of normal trading inter-company balances consistent with past practices; and
- (f) the making or entering into of any agreement or arrangement to give effect to any of the matters referred to in clauses (a) to (e) above,

and for the purposes of this definition of "Company Leakage", "Seller's Group" means the Company, all its subsidiary undertakings and parent undertakings and all the other subsidiary undertakings of each of its parent undertakings (other than lasist, S.A. and lasist Portugal).

"Company's English Solicitors" means Charles Russell LLP of 5 Fleet Place, London EC4M 7RD;

"Costs" means all legal and other costs, damages, losses, expenses, awards, claims and liabilities incurred in connection with (or arising directly or indirectly from) unsuccessfully defending or disputing a relevant Claim;

"D Ordinary Shares" means the non-voting D ordinary shares of £0.01 each in the capital of the Company having the rights set out in these Articles and "D Ordinary Shareholder" shall be construed accordingly;

"D Share Payment" means the sum to be paid to the D Ordinary Shareholders calculated in accordance with Article 4.3 on the occurrence of a Relevant Event;

"Debenture" has the meaning given to such term in the Facility Agreement;

"Deferred Shares" means deferred shares of £0.01 each in the capital of the Company, which shares shall carry the following rights and be subject to the following restrictions:

- (i) on a return of capital on winding up or otherwise, the holders of Deferred Shares shall in that capacity only be entitled to receive an amount equal to the par value thereof after payment in respect of each Ordinary Share of the amount paid up thereon plus £10,000,000, and the Deferred Shares shall not otherwise entitle their holders to

receive or participate in any way in any profits or assets (whether by dividend, distribution or otherwise howsoever) of the Company;

- (ii) the Deferred Shares shall not entitle their holders to receive notice of or attend or vote at any general meetings of the Company or participate in any pre-emptive offer on issue or transfer of any shares under these Articles;
- (iii) the Company may at any time appoint a person to execute on behalf of any holder of Deferred Shares and without requirement to obtain his further sanction a transfer thereof to such person as the Company shall nominate and/or an agreement for the repurchase of the same by the Company for not more than 1 pence in aggregate (and the Company shall not be obliged to account to any holder of Deferred Shares for any such consideration);
- (iv) subject to the Act the Company may at any time, by giving not less than seven days notice to the holders thereof fixing a time and place for redemption, redeem all or any of the Deferred Shares in issue at an aggregate price not exceeding 1 pence for all the Deferred Shares to be redeemed; and
- (v) the Board shall only be obliged to issue share certificates in respect of the Deferred Shares if they resolve to do so;

"Disposal" means the making of one or more agreements for the disposal by one or more members of the Group of its or their assets and undertaking(s) or a significant part thereof (whether together with associated liabilities or otherwise);

"Disposal Distribution" means a distribution by the Company of all of the net proceeds of and consequent upon a Disposal;

"Distributable Proceeds" means (after the calculation and payment of any D Share Payment in accordance with Article 4.3):

- (a) on a Sale, the value of the A Ordinary Shares, B Ordinary Shares and C Ordinary Shares at the Transfer Price; or
- (b) on a Disposal Distribution, the amount of the Disposal Distribution relating to the A Ordinary Shares, B Ordinary Shares and C Ordinary Shares; or
- (c) on a Listing, the value of the A Ordinary Shares, B Ordinary Shares and C Ordinary Shares at the listing price,

in all cases calculated and/or paid only after repayment of the Loan Notes;

"Distribution" means any return of the capital of the Company, whether on liquidation or winding up or by way of any Agreed Distribution (but, for the avoidance of doubt, shall not include an HKS Distribution or an HKI Escrow Distribution);

"Employee Investor" means an employee of or consultant to any member of the Group to whom Shares and Loan Notes are transferred by the holders of A Ordinary Shares under arrangements agreed with the holders of B Ordinary Shares within 120 days of the date of the Acquisition Agreement;

"Enterprise Value" means (i) on or in respect of a Sale, the gross proceeds of sale; (ii) on or in respect of a Listing, the aggregate value attributed to the Equity Share Capital of the Company on such event as certified by the Board (including the Investor Director) for the purposes hereof, before the raising of any new money by the Company; and (iii) on or in respect of a Disposal, an amount equal to the proceeds received by the Company in respect of such Disposal together with the aggregate value of the proceeds of any previous Disposals received by the Company (whether or not any of such previous Disposals themselves triggered a D Share Payment in accordance with Article 4.3.1) but such that, for the purposes of calculating the D Share Payment in accordance with Article 4.3.1, on the subsequent (current) Disposal, any D Share Payments previously made in respect of any such previous

Disposals shall be deducted from the resulting D Share Payment calculated on the basis provided for herein;

"Equity Share Capital" has the meaning set out in Section 744 of the Act;

"Escrow Account" means the interest-bearing deposit account in the name of the Company's English Solicitors at Barclays Bank plc, or such other account as may be designated from time to time for the purpose of holding the Escrow Sum plus any interest accrued thereon, in respect of a Future Sale by the Company of lasist, S.A. and lasist Portugal;

"Escrow Sum" means the sum of EUR 640,000, or such principal sum as shall remain in the Escrow Account on the date of an HKI Escrow Distribution and for the avoidance of doubt, if an HKI Escrow Distribution has not occurred on the date on which the Shareholder Guarantor's Distribution Proceeds are to be paid to each Shareholder Guarantor, the Escrow Sum shall be equal to zero;

"Facility Agreement" means the agreement entered into or to be entered into by HSBC Bank plc and, *inter alios*, the Company on or about the Adoption Date;

"Family Trust" means a trust established by a B Ordinary Shareholder of which the only beneficiaries (and the only people capable of being beneficiaries) are the relevant B Ordinary Shareholder who establishes the trust and who is transferring the relevant B Ordinary Shares to the same and/or his spouse and/or his direct lineal descendants by blood or adoption and the terms of which have been approved in advance by Inflexion;

"Future Sale" means a Sale or the disposal of one or more of the Company's subsidiary undertakings (other than as provided for in the SPA);

"Group" means the Company and all its subsidiaries and subsidiary undertakings from time to time and **"member of the Group"** shall be construed accordingly;

"Group Company" means CHKS Limited, Cardiff Research Consortium Limited and Cardiff Research Consortium (HOG) Limited, and their respective subsidiaries immediately upon execution of the SPA;

"Guarantor Representative" means Andrew Pemberton, or such other person appointed by the Company, HKS and the Guarantors in accordance with the terms of the SPA;

"Guarantors" means the Shareholder Guarantors and PM (and individually a "Guarantor");

"Guarantors' Claim" means a claim made under or in connection with and/or for breach or alleged breach of any of the Sale Documents (including any claim made under any representations or warranties contained therein) but excluding any Investors' Claim and/or any PAYE Claim and/or any Individual Guarantor's Claim and/or any PM Claim, in each case in respect of which HKS is, or is sought to be, made liable, whether on a joint and several or any other basis, and any claim made by a future purchaser against the Company and/or any of its subsidiary undertakings under or in connection with and/or for breach or alleged breach of the Sale Documents relating to a Future Sale, but excluding an Investors' Claim and/or any Individual Guarantor's Claim;

"Guarantors' Liabilities" means the aggregate of all liabilities arising pursuant to or in connection with any and all Guarantors' Claims (which sum is deemed to include the Costs attributable to the Guarantors' Claims) to the extent paid at the time of any Distribution or Sale;

"HKI Escrow Distribution" means any dividend or distribution by the Company of all or any of its beneficial interest in the Escrow Sum (and any interest accruing thereon);

"HKS" means Healthcare Knowledge Systems Limited, company registration number 2347921 whose registered office is at c/o Charles Russell LLP, 5 Fleet Place, London EC4M 7RD;

"HKS Distribution" means any dividend or distribution of all or any of the HKS Shares;

"HKS Shares" means the shares in the capital of HKS held by the Company from time to time;

"HKS Shares Value" means the net book value of the HKS Shares on the date of an HKS Distribution (as adjusted immediately prior to such date to be an amount equal to the value of HKS's net assets), as agreed in writing between the Investors and the Shareholder Guarantors or, if no such agreement is reached between the Investors and the Shareholder Guarantors on or before the date of that HKS Distribution, as determined by the Independent Auditors (at the cost of the Company) and for the avoidance of doubt, if an HKS Distribution has not occurred on the date on which the Shareholder Guarantor's Distribution Proceeds are to be paid to each Shareholder Guarantor, the HKS Shares Value shall be equal to zero;

"Independent Auditors" means an independent firm of chartered accountants, acting as experts and not as arbitrators (and whose decision shall be final and binding save in respect of fraud or manifest error) as agreed between the Shareholder Guarantors and the Investors or, failing agreement, as selected by the President of the Institute of Chartered Accountants in England and Wales (the "President") on the application of any of them. The Shareholder Guarantors and the Investors each hereby irrevocably appoint Inflexion to be his/her/its agent to execute all such documents and do all such acts or things as are necessary to effect the appointment of the Independent Auditors as agreed by them or selected by the President, as the case may be;

"Individual Guarantor's Claim" means (i) a claim made under or in connection with a Leakage, to the extent that one or more (but not all) of the Guarantors have received the benefit of such Leakage, in respect of which HKS is, or is sought to be, made liable, whether on a joint and several or any other basis, (ii) a claim made in connection with a Company Leakage, to the extent that one or more (but not all) of the Guarantors have received the benefit of such Company Leakage, in respect of which the Company is, or is sought to be, made liable, whether on a joint and several or any other basis and (iii) any claim made in connection with and/or for breach or alleged breach of the Sale Documents (including any claim made under any representations or warranties contained therein) relating to a Future Sale to the extent it is attributable to only one Guarantor, or to some but not all of the Guarantors, and which such Guarantor(s) agree to bear the cost of. For the avoidance of doubt, for the purposes of this definition of "Individual Guarantor's Claim", the term 'benefit' shall mean that Guarantor's pro rata share of such benefit;

"Individual Guarantor's Liabilities" means the aggregate of all liabilities arising pursuant to or in connection with any and all Individual Guarantor's Claims (which sum is deemed to include the Costs attributable to the Individual Guarantor's Claims) to the extent paid at the time of any Distribution or Sale;

"Inflexion" means Inflexion Private Equity Partners LLP of 43 Welbeck Street, London W1G 8DX;

"Intercreditor Agreement" means the intercreditor deed entered into on or about the Adoption Date and made between, *inter alios*, HSBC Bank plc and the Company;

"Interim Distribution" means any dividend paid by the Company other than an Agreed Distribution, an HKS Distribution and/or an HKI Escrow Distribution;

"Investment" means the total investment made by the Investors in the Company for the time being by way of any sums subscribed for Shares;

"Investment Agreement" means the Agreement relating to the Company made between the Company, the Managers, Inflexion and the Investors on or about the Adoption Date as amended from time to time;

"Investor Consent" means the written consent of an Investor Director, or at an Investor Director's direction, the written consent of an Investor Majority;

"Investor Director" has the meaning given to such term in Article 21 (*Appointment of Directors*);

"Investor Majority" means the holders of at least 75% in nominal value of the A Ordinary Shares for the time being in issue;

"Investors" means (i) Inflexion General Partner Limited as general partner of Inflexion Scottish Limited Partnership (as general partner of Inflexion Fund 2 Limited Partnership) and (ii) Inflexion General Partner Limited as general partner of Participation Scottish Limited Partnership (as general partner of CHKS Co-Invest Limited Partnership) and their permitted successors and assignees and "Investor" shall mean any one of them;

"Investors' Articles Entitlement" means the entitlement of the Investors to any proceeds on a Distribution or Sale in accordance with Article 4 as if there are and have been no Sale Liabilities and/or no HKS Distribution and/or no HKI Escrow Distribution, save in the event, and to the extent, that any Sale Liabilities and/or HKS Distribution and/or HKI Escrow Distribution have already been taken into account in respect of a previous Distribution;

"Investors' Claim" means (i) a claim made in connection with a Leakage, to the extent that the Investors have received the benefit of such Leakage, in respect of which HKS is, or is sought to be, made liable, whether on a joint and several or any other basis, (ii) a claim made in connection with a Company Leakage, to the extent that the Investors have received the benefit of such Company Leakage, in respect of which the Company is, or is sought to be, made liable, whether on a joint and several or any other basis and (iii) any claim made in connection with and/or for breach or alleged breach of the Sale Documents relating to a Future Sale to the extent it is attributable to the Investors and which the Investors agree in writing to bear the cost of. For the avoidance of doubt, for the purposes of this definition of "Investors' Claim", the term 'benefit' shall mean the Investors' pro rata share of such benefit;

"Investors' Distribution Proceeds" means the sum calculated in accordance with the formula below:

$$IDP = IAE - IL - (IP \times (PMPL + PMNL))$$

where:

IDP = the Investors' Distribution Proceeds

IAE = the Investors' Articles Entitlement

IL = the Investors' Liabilities

IP = the Investors' Proportion

PMPL = the PM PAYE Liabilities

PMNL = the PM NIC Liabilities

For the avoidance of doubt, the Investors' Distribution Proceeds shall be distributed to the Investors pro rata to the number of A Ordinary Shares they each hold.

"Investors' Liabilities" means the aggregate of all the liabilities arising pursuant to or in connection with any and all Investors' Claims (which sum is deemed to include the Costs attributable to the Investors' Claims) to the extent paid at the time of any Distribution or Sale;

"Investors' Proportion" means the sum calculated in accordance with the formula below:

$$IP = IS / (IS + TSGOS)$$

where:

IP = the Investors' Proportion

IS = the Investors' Shares

TSGOS = the Total Shareholder Guarantors' Ordinary Shares

"Investors' Shares" means the aggregate number of Ordinary Shares held by the Investors on the date of the relevant PM Payment;

"Leakage" means any of the following:

- (a) any dividend, distribution declared, paid or made by any Group Company, whether in cash or in specie;
- (b) any payments made (including management fees, bonuses or other payments of any nature, whether in cash or otherwise), or agreed to be made by any Group Company, to (or assets transferred or surrendered to or liabilities assumed, indemnified, or incurred for the benefit of) HKS, any of the Guarantors or any of its or their Related Persons (including any payments or accrual of interest) by any Group Company;
- (c) the waiver by any Group Company of any amount owed to such company by HKS, any of the Guarantors or any of its or their Related Persons;
- (d) save as set out in the SPA, any payments made or agreed to be made or any creation or issue by any Group Company in respect of any share capital, loan capital or other securities of any Group Company being redeemed, repurchased or repaid or any reduction of capital by any Group Company;
- (e) any bonus payment payable (whether in cash or otherwise) as a result of the transactions envisaged by the SPA,
- (f) any payment by any Group Company of any fees or expenses in connection with the preparation, negotiation or consummation of the transaction(s) contemplated by the SPA; or
- (g) the agreement or undertaking by any Group Company to do any of the matters set out in (a) to (f) above which will be binding on any Group Company or Capita following completion of the SPA,

but does not include:

- i. payments of net salary, bonuses and directors' fees and payment of expenses made in the ordinary course of the Group Companies' businesses and in accordance with past practice up to an aggregate amount of £72,000;
- ii. payments of interest in respect of the Facility Agreement, in accordance with their terms, up to an aggregate amount of £13,500;
- iii. any dividends payable, subscriptions for share capital, any sales or transfers of title to any share(s), consideration payable on a transfer of shares (or any title thereto), the setting-off of inter-company balances or obligations incurred on the novation of inter-company balances, in each case as expressly provided for in the steps plan appended to the SPA; or
- iv. accrued interest for the month of January 2009 in respect of the inter-company loan previously outstanding from CHKS Limited to lasist, S.A. (in accordance with the terms of such loan) of an aggregate amount of approximately £7,423.23 (such loan having been novated from CHKS Limited to the Company on the date of the SPA),

and for the purposes of this definition of "Leakage", "Related Person(s)" means any associated or connected person or persons including, for the avoidance of doubt, in the case of HKS, any shareholder in the Company and/or, in relation to any institutional investor in the Company, any of the following, in each case for the time being:

- (a) another person that directly or indirectly through one or more intermediaries or with connected persons controls or is controlled by, or is under common control with that person;
- (b) a pooled investment vehicle organised by that person the investments of which are directed by that person;
- (c) an investment fund organised by that person;
- (d) any individual appointed by that person as its representative director in respect of a Group Company; or
- (e) the subsidiaries and subsidiary undertakings and any holding company of that person and all other subsidiaries and subsidiary undertakings of any such holding company;

"Lender" has the meaning given to such term in the Facility Agreement;

"Listing" means the admission by the UK Listing Authority of all or any of the issued Equity Share Capital of the Company to the Official List or to trading on the Alternative Investment Market of the London Stock Exchange or any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000) and such admission becoming effective and "Listed" shall, in the context of the Company (or any other company) and the Shares (or any shares of any other company) be construed accordingly;

"Loan Notes" means the £4,702,000 secured and unsecured subordinated Loan Notes 2009 of the Company created by instrument of the Company dated on or about the Adoption Date;

"London Stock Exchange" means London Stock Exchange plc;

"Managers" means each of Graham Harries, Andrew Pemberton, Philip James, Merce Casas Galofre, Elisabet Guasch and Antonio Arias or such of them who remain for the time being employees of or consultants to or rendering services to any member of the Group and Shareholders;

"Member" means any registered holder of a Share;

"Minority Shareholder" means any person holding Ordinary Shares at the date of a Distribution or Sale, other than the Investors and/or the Shareholder Guarantors;

"Minority Shareholder's Articles Entitlement" means the entitlement of each Minority Shareholder to any proceeds on a Distribution or Sale in accordance with Article 4 as if there are and have been no Sale Liabilities and/or no HKS Distribution and/or no HKI Escrow Distribution, save in the event, and to the extent, that any Sale Liabilities and/or HKS Distribution and/or HKI Escrow Distribution have already been taken into account in respect of a previous Distribution;

"Ordinary Shares" means A Ordinary Shares, B Ordinary Shares and C Ordinary Shares and **"Ordinary Shareholders"** shall be construed accordingly;

"PAYE" means the system prescribed by Tax Statute with respect to the assessment, charge, collection and recovery of:

- (a) income Tax in respect of all PAYE income (as defined in section 683 of the Income Tax (Earnings and Pensions) Act 2003); and
- (b) primary National Insurance Contributions;

"PAYE Claim" means a claim made under or in connection with and/or for breach or alleged breach of the Sale Documents to the extent it relates to any amount of PAYE payable in relation to a Shareholder Guarantor in respect of which HKS is, or is sought to be, made liable, whether on a joint and several or any other basis;

"PAYE Liabilities" means the aggregate of all liabilities arising pursuant to or in connection with any and all PAYE Claims (which sum is deemed to include the Costs attributable to the PAYE Claims) to the extent paid at the time of any Distribution or Sale;

"PM" means Philip McEwan of 28 Kingswood Drive, Monmouth NP25 5BX;

"PM Claim" means a PM NIC Claim and/or a PM PAYE Claim;

"PM NIC Claim" means a claim made under or in connection with and/or for breach or alleged breach of the Sale Documents to the extent it relates to any amount of secondary National Insurance Contributions payable in relation to any PM Payment in respect of which HKS is, or is sought to be, made liable, whether on a joint and several or any other basis;

"PM NIC Liabilities" means the aggregate of all liabilities arising pursuant to or in connection with any and all PM NIC Claims (which sum is to include the Costs attributable to the PM NIC Claims);

"PM's Notional Shares" means a notional number of Ordinary Shares which is equal to the number of issued Ordinary Shares at the date of the Interim Distribution, Distribution or Sale (as applicable) multiplied by 1/99 (and rounded down to the nearest whole number) save in the event that the PM Payment is not paid to PM in which case it shall be equal to zero;

"PM PAYE Claim" means a claim made under or in connection with and/or for breach or alleged breach of the Sale Documents to the extent it relates to any amount of PAYE payable in relation to a PM Payment in respect of which HKS is, or is sought to be, made liable, whether on a joint and several or any other basis;

"PM PAYE Liabilities" means the aggregate of all liabilities arising pursuant to or in connection with any and all PM PAYE Claims (which sum is deemed to include the Costs attributable to the PM PAYE Claims);

"PM Payment" means the amount of any payment made to PM by the Company pursuant to the terms of any payment distribution deed entered into between PM and the Company;

"PM's Total Sale Liabilities" means (except in respect of any PAYE and/or secondary National Insurance Contributions in connection with the PM Payment) any sum deducted from the amount which would otherwise have been payable to PM pursuant to the terms of any payment distribution deed entered into between PM and the Company, save in the event that the PM Payment is not paid to PM in which case it shall be equal to zero;

"Readily Realisable Form" means:

- (a) cash; or
- (b) shares or securities which are Listed; and
- (c) the current value of (i) any loan notes or similar debt obligations and/or (ii) any letter of credit and/or (iii) the amount of any guarantee of or issued in any such case by a bank or the UK Government or any other issuer or entity with a Standard & Poor's credit rating of AA (or, with Investor Consent, an equivalent credit rating from any other similar credit rating agency) or higher;

"Relevant Event" means a Sale or Listing or Disposal or a Disposal Distribution as the context requires or permits;

"Relevant PAYE Liabilities" means the PAYE Liabilities to the extent that they are attributable to the Shareholder Guarantor whose Shareholder Guarantor's Distribution Proceeds are being determined;

"Relevant Shareholder Guarantor's Liabilities" means the Individual Guarantor's Liabilities to the extent that they are attributable to the Shareholder Guarantor whose Shareholder Guarantor's Distribution Proceeds are being determined;

"Sale" means the making of one or more agreements for the disposal, transfer, purchase, subscription or renunciation of any part of the share capital of the Company giving rise to a Change of Control;

"Sale Documents" means the SPA and Tax Deed and any similar documents entered into on a Future Sale;

"Sale Liabilities" means the aggregate of the Investors' Liabilities, the Guarantors' Liabilities, the PAYE Liabilities, the PM PAYE Liabilities, the PM NIC Liabilities and all Individual Guarantor's Liabilities less PM's Total Sale Liabilities;

"Shareholder Guarantors" means the several persons whose names and addresses are set out in the Schedule to these Articles (and individually a "Shareholder Guarantor");

"Shareholder Guarantor's Articles Entitlement" means the entitlement of each Shareholder Guarantor to any proceeds on a Distribution or Sale in accordance with Article 4 as if there are and have been no Sale Liabilities and/or no HKS Distribution and/or no HKI Escrow Distribution, save in the event, and to the extent, that any Sale Liabilities and/or HKS Distribution and/or HKI Escrow Distribution have already been taken into account in respect of a previous Distribution;

"Shareholder Guarantor's Distribution Proceeds" means, in respect of a Shareholder Guarantor, the sum calculated in accordance with the formula below:

$$\text{SGDP} = \text{SGAE} - \text{RPL} - \text{RSL} - (\text{GL} \times (\text{SGOS}/(\text{TSGOS} + \text{PMNS})) - (\text{HSV} \times \text{SGOS}/\text{TSGOS}) - (\text{SGP} \times (\text{PMPL} + \text{PMNL})) - (\text{ES} \times \text{SGOS}/\text{TSGOS})$$

Where:

SGDP = the Shareholder Guarantor's Distribution Proceeds

SGAE = the Shareholder Guarantor's Articles Entitlement

RPL = the Relevant PAYE Liabilities (if any)

RSL = the Relevant Shareholder Guarantor's Liabilities (if any)

GL = the Guarantors' Liabilities (if any)

SGOS = the Shareholder Guarantor's Ordinary Shares

TSGOS = the Total Shareholder Guarantors' Ordinary Shares

HSV = the HKS Shares Value

PMNS = the PM's Notional Shares

SGP = the Shareholder Guarantor's Proportion

PMPL = the PM PAYE Liabilities

PMNL = the PM NIC Liabilities

ES = the Escrow Sum (including any interest accrued thereon)

"Shareholder Guarantor's Ordinary Shares" means:

- (a) the number of Ordinary Shares held on the date of the Distribution or Sale by the Shareholder Guarantor whose Shareholder Guarantor's Distribution Proceeds are being determined; or

- (b) for the purpose of the calculating a Shareholder Guarantor's Proportion, the number of Ordinary Shares held by that Shareholder Guarantor on the date of the relevant PM Payment;

"Shareholder Guarantor's Proportion" means the sum calculated in accordance with the formula below:

$$SGP = SGOS / (TSGOS + IS)$$

Where:

SGP = the Shareholder Guarantor's Proportion

SGOS = the Shareholder Guarantor's Ordinary Shares

TSGOS = the Total Shareholder Guarantors' Ordinary Shares

IS = the Investors' Shares

"Shares" means the A Ordinary Shares, the B Ordinary Shares, the C Ordinary Shares, the D Ordinary Shares and the Deferred Shares and **"Share"** means any one share of any such class and **"Shareholders"** shall be construed accordingly;

"SPA" means the share purchase agreement dated 18 February 2009 and made between (1) HKS, (2) the Guarantors and (3) Capita for the sale to Capita of the entire issued share capital of the Group Companies;

"Table A" means Table A in the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 and as further amended by The Companies Act 1985 (Electronic Communications) Order 2000;

"Tax" means any form of taxation, duty, impost, levy, tariff, contributions, of any nature whatsoever whether of the United Kingdom or elsewhere including withholdings and deductions whether or not any such taxation, duty, impost, levy, tariff or contribution arises in respect of actual deemed gross or net income, profits, gains, value, receipt, payment, distribution, sale, purchase, disposal, use occupation, franchise, value added property or right and includes, without limitation, any withholding amount subject to PAYE or other amount of or in respect of any of the foregoing payable by virtue of any Tax Statute and including national insurance contributions and any penalty, charge, surcharge, fine or interest payable in connection with any such taxation, duty, impost, levy, tariff or contribution;

"Tax Deed" means the tax deed dated 18 February 2009 and made between (1) HKS and (2) Capita;

"Tax Statute" means any primary or secondary statute, instrument, enactment, order, law, by-law or regulation making any provision for or in relation to Tax including, for the avoidance of doubt any directive or regulation adopted by the Council of the European Union;

"Third Party Purchaser" has the meaning set out in the definition of **"Change of Control"** and where the relevant acquisition was effected by the renunciation of a renounceable letter of allotment, shall include the relevant renounee;

"Total Shareholder Guarantors' Ordinary Shares" means the aggregate number of Ordinary Shares held by the Shareholder Guarantors on the date of the Distribution, Sale or PM Payment (as applicable);

"Transfer Price" means the price paid for each Share on a Sale; and

"Valuers" means an independent firm of chartered accountants agreed between, for the purposes of Article 4, an Investor Majority and a B Shareholder Majority and, for the purposes of Article 13, the Vendor and an Investor Director or, in either such case, in default of agreement within 5 business days appointed by the President of the Institute of Chartered Accountants in England and Wales on application of the Board.

- 1.2 The regulations of Table A shall be incorporated into and form part of these Articles and shall apply to the Company insofar as such regulations are not excluded, amended or modified by or inconsistent with this document.
- 1.3 Regulations 33, 64 and 94 to 98 (inclusive), of Table A shall not apply to the Company and the following Regulations thereof shall be modified:
- 1.3.1 Regulation 6 by the deletion of the words "sealed with the seal";
 - 1.3.2 Regulation 24 by the addition of the words "(in their absolute discretion and without assigning any reason therefor)" between the words "may" and "refuse";
 - 1.3.3 Regulation 32 by the addition to paragraph (b) of the words "but so that any such consolidation and/or division shall not result in any member becoming entitled to fractions of a share";
 - 1.3.4 Regulation 40 by the addition at the end of the second sentence of the words "provided that if the Company shall have only one member, one member present in person or by proxy shall be a quorum";
 - 1.3.5 Regulation 46 by the deletion of paragraphs (a) to (d) inclusive and the substitution of the words "by the chairman or by any person present entitled to vote upon the business to be transacted";
 - 1.3.6 Regulation 54 by the addition of the words "or by proxy" after the words "in person" and the words "fully paid" between the words "every" and "share";
 - 1.3.7 Regulation 67 by the deletion of the words from and including "but" until the end;
 - 1.3.8 Regulation 78 by the deletion of the words "and may also determine the rotation in which any additional directors are to retire";
 - 1.3.9 Regulation 84 by the addition of the words "Unless the contrary shall be provided in the terms of his appointment" at the beginning of the third sentence; and
 - 1.3.10 Regulation 85(c) by the addition of the words "subject to the terms of any contract of employment between the company and the director," between the words "shall" and "not".
- 1.4 These Articles and the regulations incorporated into them shall take effect subject to the requirements of the Act.
- 1.5 In these Articles where the context so permits:
- 1.5.1 words importing the singular shall include the plural, words importing any gender shall include every gender and words importing persons shall include bodies corporate, unincorporated associations and partnerships, and vice versa;
 - 1.5.2 the expression "**paid up**" shall include credited as paid up;
 - 1.5.3 "**acting in concert**" and "**connected**" shall be construed in accordance with the City Code on Take-overs and Mergers published by the Panel on Take-overs and Mergers and Section 839 of the Income and Corporation Taxes Act 1988 as in force on the Adoption Date; and
 - 1.5.4 the expression "**disposal**" shall mean a sale, transfer, assignment or other disposition whereby a person ceases to be the sole absolute beneficial owner of the assets in question or all rights attaching thereto.
- 1.6 References in these Articles to Regulations are to regulations in Table A and references to an Article by number are to a particular Article of these Articles.

- 1.7 Words and expressions defined in or for the purposes of the Act or Table A as in force on the Adoption Date shall, unless these Articles provide otherwise, have the same meaning in these Articles.
- 1.8 Words and expressions defined elsewhere in these Articles shall bear the meanings thereby ascribed to them.
- 1.9 Headings used in these Articles shall not affect their construction or interpretation.
- 1.10 Except where relevant to a definition thereunder references to any statute or section of any statute shall include reference to any statutory amendment, extension, modification or re-enactment thereof for the time being in force.
- 1.11 Every reference to a Shareholder Guarantor, the Investors or a Minority Shareholder shall include his, her or its successors in title, personal representatives or trustee in bankruptcy and, in the event of a transfer of any Shares or interest in any Shares, any person to whom a Shareholder Guarantor, the Investors or a Minority Shareholder or their respective transferees transfers such Shares in accordance with these Articles.
- 1.12 Reference to the Sale Documents includes any amendments to the same made with the agreement of the Guarantors and all documents supplemental to the same or referred to as being completed or signed simultaneously with or alongside the same.

2 AUTHORISED SHARE CAPITAL

- 2.1 The Company is a private company as defined by Section 1 of the Act and accordingly any offer to the public (whether for cash or otherwise) of any shares in or debentures of the Company or any allotment of or agreement to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of these shares or debentures being offered for sale to the public is prohibited.
- 2.2 The authorised share capital of the Company is £25,100 divided into 1,552,940 A Ordinary Shares, 804,500 B Ordinary Shares, 142,560 C Ordinary Shares and 10,000 D Ordinary Shares.
- 2.3 The Shares shall be separate classes and carry the respective rights set out in these Articles.

3 DISTRIBUTION ENTITLEMENTS ON A DISTRIBUTION OR SALE

- 3.1 Subject to Article 3.2, upon a Distribution or Sale:
- 3.1.1 the Investors shall be entitled to receive a sum equal to the Investors' Distribution Proceeds;
 - 3.1.2 each Shareholder Guarantor shall be entitled to receive a sum equal to that Shareholder Guarantor's Shareholder Guarantor's Distribution Proceeds; and
 - 3.1.3 each Minority Shareholder shall be entitled to receive a sum equal to the Minority Shareholder's Articles Entitlement.
- 3.2 For the avoidance of doubt, where applying the formulae in determining the Investors' Distribution Proceeds and/or each Shareholder Guarantor's Distribution Proceeds produces a negative figure, that figure shall be deemed to be zero.
- 3.3 For the further avoidance of doubt, any distribution to Ordinary Shareholders which is not made upon a Distribution or Sale shall be calculated in accordance with the provisions of Article 4 only.
- 3.4 The D Ordinary Shares shall have no right to receive dividends or other payments save as set out in Article 4.3 and shall not have any right to participate in any return of capital save on a Disposal Distribution in accordance with Article 4.3.

4 INITIAL ARTICLES DISTRIBUTION ENTITLEMENTS

The rights attached to the Shares are as follows:

- 4.1 Subject to the provisions of the Act and the provisions of Articles 4.3 to 4.10, any dividend declared by the Board shall be applied amongst all holders of Ordinary Shares pro-rata according to the number of fully paid Ordinary Shares held by them respectively as if they constituted one class, save in respect of an HKS Distribution (in which case the provisions of Article 6 shall apply) and/or an HKI Escrow Distribution (in which case the provisions of Article 7 shall apply). The D Ordinary Shares shall have no right to receive dividends or other payments save as set out in Article 4.3.
- 4.2 Subject to and without prejudice to the provisions of Articles 4.3 to 4.9 (which shall apply in priority to this Article 4.2 where a Relevant Event occurs), on a return of capital whether on liquidation, winding up or otherwise the surplus assets of the Company remaining after the payment or proper provision for its liabilities (including the Loan Notes) (the **"Surplus Assets"**) shall be distributed (subject to the rights of the holders of any Deferred Shares then in issue) as between the holders of Ordinary Shares pro-rata in proportion to the number of Ordinary Shares held by them as though they constituted a single class, save in respect of an HKS Distribution (in which case the provisions of Article 6 shall apply) and/or an HKI Escrow Distribution (in which case the provisions of Article 7 shall apply). The D Ordinary Shares shall not have any right to participate in any return of capital save on a Disposal Distribution in accordance with Article 4.3.
- 4.3 On the occurrence of a Relevant Event, the D Ordinary Shareholders shall be entitled to receive on completion of the same a sum equal to that calculated in accordance with Article 4.3.1 (the **"D Share Payment"**). In the event of a Sale or Disposal Distribution, such sum shall be paid to the D Ordinary Shareholders pro rata in accordance with the number of D Ordinary Shares held by them. In the event of a Listing, the D Ordinary Shareholders shall, immediately prior to and conditionally upon such Listing completing, be issued such number of new Ordinary Shares in the capital of the Company the subject of the Listing which shall, at the listing price, equal the value of the D Share Payment that would be due to such shareholders had the Relevant Event been a Sale or Disposal Distribution and not a Listing. Such new Ordinary Shares shall be issued to the D Ordinary Shareholders pro rata their respective holdings of D Ordinary Shares at the time rounded down to the nearest whole number of new Ordinary Shares per D Ordinary Shareholder and shall be issued credited as fully paid up by way of capitalisation of reserves of the Company in accordance with regulation 110 of Table A incorporated herein. On completion of such issue and conditional thereon, the D Ordinary Shares shall each automatically convert, without further resolution of the Company and/or the Board, into Deferred Shares. In the event of any dispute between the Company and the D Ordinary Shareholders as to the number of shares the subject of a bonus issue as contemplated hereby, the matter will be referred for determination by an independent valuer as envisaged in Article 4.9 relating to the operation of Articles 4.4 to 4.6. On a Sale, the D Share Payment will be the amount payable by the buyer thereunder to the D Ordinary Shareholders on completion of such Sale in consideration of the transfer by such Shareholders to the buyer of their D Ordinary Shares. Following payment by the Company of the D Share Payment in respect of a Disposal or the last of a series of Disposals resulting in the disposal of the whole of the assets and undertakings of the Company, the D Ordinary Shares will each automatically convert, without further resolution of the Company and/or the Board, into Deferred Shares.

- 4.3.1 The D Share Payment shall be calculated in accordance with the following formula:

$$\text{D Share Payment} = \text{WA} + \text{WB}$$

- 4.3.2 The sum WA shall be calculated in accordance with the formula set out below and the sum WB shall be calculated in accordance with the formula set out in Article 4.3.3:

$$\text{WA} = \text{A} \times \text{B}$$

where,

A = the Relevant Figure (as defined below); and

B = 1,000

The "**Relevant Figure**" (**A**) is calculated in accordance with the formula:

$$A = C + ((D \times (E-F)) / 1,000,000)$$

where,

C = the Primary Figure (as defined below);

D = the Secondary Figure (as defined below);

E = the Sale Amount (as defined below);

F = the Subtracting Figure (as defined below); and

A shall be rounded down to the nearest whole number.

"**Primary Figure**" means either:

- (a) where the Sale Amount is between £0 and £24,999,999, the Primary Figure shall be 0; or
- (b) where the Sale Amount is between £25,000,000 and £39,999,999, the Primary Figure shall be 188; or
- (c) where the Sale Amount is £40,000,000 or greater, the Primary Figure shall be 1,250.

The "**Secondary Figure**" means either:

- (a) where the Sale Amount is between £0 and £24,999,999, the Secondary Figure shall be 0; or
- (b) where the Sale Amount is between £25,000,000 and £39,999,999, the Secondary Figure shall be 70.8; or
- (c) where the Sale Amount is £40,000,000 or greater, the Secondary Figure shall be 125.

The "**Sale Amount**" means either:

- (a) where the Enterprise Value is between £0 and £24,999,999, the Sale Amount shall be £0; or
- (b) where the Enterprise Value is equal to or greater than £25,000,000, the Sale Amount shall be a number equal to the amount of the Enterprise Value rounded down to the nearest multiple of £1 million.

The "**Subtracting Figure**" means either:

- (a) where the Sale Amount is between £0 and £24,999,999, the Subtracting Figure shall be 0; or
- (b) where the Sale Amount is between £25,000,000 and £39,999,999, the Subtracting Figure shall be 25,000,000; or
- (c) where the Sale Amount is £40,000,000 or greater, the Subtracting Figure shall be 40,000,000.

4.3.3 The sum WB shall be calculated in accordance with the following formula:

$$WB = ((WC + WD) / WF)$$

4.3.4 The sum WC shall be calculated in accordance with the following formula:

$$WC = WA \times G \times H$$

where,

WA is calculated in accordance with Article 4.3.2 above;

G = 0.2; and

H = 40.57%

4.3.5 The sum WD shall be calculated in accordance with the following formula:

$$WD = WC \times J$$

where,

WC is calculated in accordance with Article 4.3.4 above; and J = (40.57/59.43)

4.3.6 WF = 0.9

4.4 Provided the Relevant Event occurs within 3 years from the date of the Acquisition Agreement, immediately prior to a Listing, a Sale or a Disposal Distribution, such number of A Ordinary Shares and C Ordinary Shares (pro rata amongst the holders of A Ordinary Shares and C Ordinary Shares) shall convert (subject always to Article 4.9) into Deferred Shares as are necessary to ensure that the Distributable Proceeds of such Relevant Event are apportioned and distributed between the Ordinary Shares as follows:

4.4.1 the first £15,000,000 of the Distributable Proceeds shall be apportioned as follows:

- (a) £10,173,000 between the holders of A Ordinary Shares and C Ordinary Shares pro-rata in accordance with the number of such Shares held by them; and
- (b) £4,827,000 between the holders of B Ordinary Shares pro-rata in accordance with the number of such Shares held by them; and

4.4.2 the balance of the Distributable Proceeds from such and any other subsequent Disposals shall be apportioned as to 52.82% to the holders of A Ordinary Shares and C Ordinary Shares (pro-rata in accordance with the number of such Shares held by them) and 47.18 to the holders of B Ordinary Shares pro-rata in accordance with the number of such Shares held by them.

4.5 Provided the Relevant Event occurs after the third but before the fourth anniversary of the Adoption Date, immediately prior to a Listing, a Sale or a Disposal Distribution, such number of A Ordinary Shares and C Ordinary Shares (pro rata amongst the holders of A Ordinary Shares and C Ordinary Shares) shall convert (subject always to Article 4.9) into Deferred Shares as are necessary to ensure that the Distributable Proceeds of such Relevant Event are apportioned and distributed between the Ordinary Shares as follows:

4.5.1 the first £15,000,000 of the Distributable Proceeds shall be apportioned as follows:

- (a) £10,173,000 between the holders of A Ordinary Shares and C Ordinary Shares pro-rata in accordance with the number of such Shares held by them; and
- (b) £4,827,000 between the holders of B Ordinary Shares pro-rata in accordance with the number of such Shares held by them; and

- 4.5.2 the balance of the Distributable Proceeds for such and any other subsequent Disposals shall be apportioned as to 57.82% to the holders of A Ordinary Shares and C Ordinary Shares (pro-rata in accordance with the number of such Shares held by them) and 42.18% to the holders of B Ordinary Shares pro-rata in accordance with the number of such Shares held by them.
- 4.6 Provided the Relevant Event occurs after the fourth but before the fifth anniversary of the Adoption Date, immediately prior to a Listing, a Sale or a Disposal Distribution, such number of A Ordinary Shares and C Ordinary Shares (pro rata amongst the holders of A Ordinary Shares and C Ordinary Shares) shall convert (subject always to Article 4.9) into Deferred Shares as are necessary to ensure that the Distributable Proceeds of such Relevant Event are apportioned and distributed between the Ordinary Shares as follows:
- 4.6.1 the first £15,000,000 of the Distributable Proceeds shall be apportioned as follows:
- (a) £10,173,000 between the holders of A Ordinary Shares and C Ordinary Shares pro-rata in accordance with the number of such Shares held by them; and
 - (b) £4,827,000 between the holders of B Ordinary Shares pro-rata in accordance with the number of such Shares held by them; and
- 4.6.2 the balance of the Distributable Proceeds from such and any other subsequent Disposals shall be apportioned as to 62.82% to the holders of A Ordinary Shares and C Ordinary Shares (pro-rata in accordance with the number of such Shares held by them) and 37.18% to the holders of B Ordinary Shares pro-rata in accordance with the number of such Shares held by them.
- 4.7 If the aggregate Distributable Proceeds are less than £15,000,000 the Ordinary Shareholders shall be entitled to the same pro-rata to the number of Ordinary Shares outstanding.
- 4.8 If the Relevant Event is a Sale or Disposal and any of the consideration in respect thereof is received in a non Readily Realisable Form or is otherwise deferred ("**Deferred Consideration**"), the operation of Articles 4.3 to 4.6 (as appropriate) will, as between the Shareholders, be postponed in respect of the Deferred Consideration such that, upon the Deferred Consideration converting into a Readily Realisable Form or, in the case of deferred consideration, otherwise being paid within the time limits set out in Articles 4.3 to 4.6 as appropriate, the effect of those Articles will operate as between the Shareholders upon each such occurrence as though and to the extent that the Relevant Event occurred at that time or times and the Deferred Consideration in its Readily Realisable Form shall be divided between the Shareholders accordingly (taking into account all other proceeds received by Shareholders as a result of the Relevant Event) at that time as would have been the case had those Articles (as appropriate) actually operated at that time. The Shareholders will enter into any ancillary agreements to reflect the operation of this Article 4.8 in the event of any such Relevant Event where they cease to be Shareholders following the Relevant Event. For the purposes of calculating the D Share Payment due in respect of any Relevant Event to which this Article 4.8 applies, the D Share Payment shall be calculated by reference to the Enterprise Value as certified by the Board at completion of such event and taking into account at that time the value of any deferred consideration element of the consideration payable notwithstanding that receipt of the element of the D Share Payment due in respect of the same may itself be deferred as a result of the operation of this Article 4.8. Where the deferred consideration element of the consideration payable is fixed at the time of the Relevant Event, such deferred consideration shall be valued at face value (notwithstanding that payment of that element of the resultant D Share Payment is itself deferred pursuant to this Article 4.8) at the time of completion of the Relevant Event (or as otherwise agreed at the time with the D Ordinary Shareholders). Where the deferred consideration element of the consideration payable is not fixed at the time of the Relevant Event, the value of such deferred consideration and therefore the Enterprise Value of the Company for the purposes of calculating the D Ordinary Shareholders' entitlement in respect of such event, shall be agreed with the D Ordinary Shareholders at such time as the Deferred Consideration converts into a Readily Realisable Form or is otherwise paid.

- 4.9 Where there is to be an adjustment in the number of A Ordinary Shares and C Ordinary Shares in accordance with Article 4.4, 4.5 or 4.6 (as appropriate) the Board shall agree and quantify the number of A Ordinary Shares and C Ordinary Shares to be converted into Deferred Shares and agree the same with both an Investor Majority and B Shareholder Majority. If no such agreement can be reached within 7 days, the operation of Article 4.4, 4.5 or 4.6 (as appropriate) shall be referred for final determination to a Valuer. Following agreement or determination of the operation of Article 4.4, 4.5 or 4.6 (as appropriate), the relevant A Ordinary Shares and C Ordinary Shares shall be automatically converted into Deferred Shares without any further action or resolution by the Members and/or the Board, and whether or not share certificates representing such Shares have been surrendered to the Company in accordance with Article 4.11, the relevant Ordinary Shares be converted and the details thereof shall be entered into the statutory books of the Company.
- 4.10 If instructed to determine matters for the purposes of Article 4.4, 4.5 or 4.6 (as appropriate) the Valuers shall act as expert and not as arbitrator and their written determination shall be final and binding on the Members (except in the case of manifest error). The Company will use its reasonable endeavours to procure that the Valuers deliver their written determination of such matters to the Board within 7 days of being requested to do so. The Valuers' fees for reporting on their determination of the Share numbers for such purposes of such Article shall be paid by the Company.
- 4.11 A Shareholder whose A Ordinary Shares and/or C Ordinary Shares are to be converted pursuant to Article 4.4, 4.5 or 4.6 (as appropriate) shall deliver his certificate(s) for such Shares to the Company for cancellation on condition that the Company shall issue to him forthwith upon the conversion of his Shares a duly executed certificate in respect of his resulting holding of A Ordinary Shares and/or C Ordinary Shares arising following the conversion of Shares. If a Shareholder defaults in his obligation to surrender his share certificate(s) as required by this Article the Company shall receive and hold his proceeds arising from the Relevant Event giving rise to the same in trust for him in a separate account and account to him for the same (without interest) only upon his subsequent surrender of his certificate(s) and/or an indemnity in respect of any such which has been lost or destroyed in a form reasonably satisfactory to the Company.
- 4.12 Articles 4.4 to 4.6 shall operate taking into account the accumulation of all Disposal Distributions following more than one Disposal whether related or not.
- 4.13 Any A Ordinary Shares which are transferred to Employee Investors shall on such transfer automatically be converted into C Ordinary Shares without any further action or resolution of the Members and/or the Board.
- 4.14 Each holder of A Ordinary Shares and B Ordinary Shares shall be entitled to receive notice of and to attend and speak at any general meetings of the Company and the holder of such A Ordinary Shares or B Ordinary Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by duly authorised representative or by proxy shall, on a show of hands, have one vote and, on a poll, have one vote for each such A Ordinary Share or B Ordinary Share held by him. The C Ordinary Shares and the D Ordinary Shares shall not entitle their holders to receive notice of or attend or vote at general meetings of the Company.
- 4.15 Save as otherwise provided in these Articles, the Ordinary Shares shall rank *pari passu*.

5 WITHHOLDINGS AND DISPUTES

- 5.1 The Company shall be entitled, to the extent not prohibited by law, to deduct such amount(s) from any payment whatsoever due to be made to any person by the Company on a Distribution or the Guarantor Representative shall be entitled, on a Sale, to procure the deduction of such amount(s) from the Sale proceeds in order to satisfy, discharge, refund or repay any PAYE arising in connection with the Distribution or Sale whether or not such payment is of an income or capital nature. The Company shall pay, or the Guarantor Representative shall procure the payment of, such amount(s) to such person who was or is

under an obligation to account for the PAYE within 10 business days of the Distribution or Sale (as applicable).

- 5.2 In the event that there is any dispute over any amount(s) payable under Article 3, the Shareholder Guarantors and the Investors shall be entitled to request the Independent Auditors to determine the amounts payable. The costs of any such determination shall be borne by the party making such request.

6 HKS DISTRIBUTION

In the event of an HKS Distribution, the HKS Shares shall be distributed to the Shareholder Guarantors in the proportions set out in the second column of the Schedule to these Articles (as adjusted to reflect any transfer of Ordinary Shares by a Shareholder Guarantor prior to such HKS Distribution). For the avoidance of doubt, no Member other than the Shareholder Guarantors shall be entitled to participate in an HKS Distribution.

7 HKI ESCROW DISTRIBUTION

In the event of an HKI Escrow Distribution, the beneficial interest in the Escrow Sum (and any interest accruing thereon) shall be distributed to the Shareholder Guarantors in the proportions set out in the second column of the Schedule to these Articles (as adjusted to reflect any transfer of Ordinary Shares by a Shareholder Guarantor prior to such HKI Escrow Distribution). For the avoidance of doubt, no Member other than the Shareholders Guarantors shall be entitled to participate in an HKI Escrow Distribution.

8 NO DOUBLE DEDUCTION

For the avoidance of doubt, no deduction from any Investors' Articles Entitlement or any Shareholder Guarantor's Articles Entitlement shall be made more than once in respect of the same loss, liability, damage, expense, cost, award or claim.

9 VARIATION OF CLASS RIGHTS

- 9.1 Whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class may (unless otherwise provided by the terms of issue of the shares of that class or pursuant to Articles 4.4 to 4.11) be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent in writing of the holders of at least three quarters of the issued shares of that class or with the sanction of an extraordinary resolution passed at a separate meeting of the holders of the issued shares of that class, but not otherwise.

- 9.2 Subject to Article 9.3 and without prejudice to the generality of Article 9.1, the special rights attached to the A Ordinary Shares shall each be deemed to be varied at any time by any of the following:

- 9.2.1 an increase, reduction or other alteration in the authorised or issued share capital of the Company or any other member of the Group or a variation in the rights attaching to any class thereof;
- 9.2.2 the grant of an option to subscribe for shares in the Company or any other member of the Group or the issue of any securities or instruments convertible into shares in any such company other than as provided in Article 10.5;
- 9.2.3 the alteration of the memorandum of association of the Company or these Articles or the passing of any special or extraordinary resolution of the Members;
- 9.2.4 the institution of any proceedings for, or the passing of any resolution for the winding up or administration (other than in the case of an insolvent liquidation) of the Company or any other member of the Group;
- 9.2.5 a Sale, Disposal, Listing or Disposal Distribution;

9.2.6 the registration or purported registration of any transfer of any share or interest therein other than as expressly permitted by these Articles or in breach of the Investment Agreement; and

9.2.7 by the disposal of any share in the capital of any subsidiary of the Company.

9.3 The provisions of Article 9.2 shall be suspended for such period or periods of time where (a) the Lender is enforcing its rights of enforcement under any of the Finance Documents (as defined in the Intercreditor Agreement) or (b) the Lender has appointed a Receiver (as defined in the Debenture) or an administrator has been appointed and shall remain suspended at all times while that Receiver or administrator (as the case may be) is in office.

10 ISSUE OF SHARES

10.1 Subject to the Act and to Articles 9.1, 9.2 and Article 10.4, all unissued Shares in the Company shall be under the control of the Board and they may offer, allot, grant rights or warrants to, subscribe for, grant options over, or otherwise deal with or dispose of unissued Shares in the Company to such persons and generally on such terms in such manner and at such time as they may determine.

10.2 Section 89(1) and Sections 90(1) to (6) of the Act shall not apply to the Company.

10.3 Subject as provided in Article 10.1, the directors are hereby authorised pursuant to Section 80 of the Act generally to exercise each and every power of the Company to allot and issue relevant securities (as defined in that section) up to the authorised capital of the Company on the date of adoption of these Articles, such authority to expire on the day immediately preceding the fifth anniversary of the date of adoption of these Articles.

10.4 Notwithstanding Article 10.1 the Company shall not allot any equity or other securities unless they are first offered to the existing holders of Ordinary Shares as nearly as practicable in the same proportions in which such Shares are in issue prior to such allotment. Such offer shall be open for a period of 21 days. Any such securities which are not accepted by any Member may be allotted to such other person as the Board shall resolve.

10.5 The provisions of Article 10.4 shall not apply to: (i) the grant of any options under any employee share option scheme of the Company approved by an Investor Director and a B Shareholder Majority, and the issue of equity securities pursuant to the exercise of such options; nor (ii) the issue and allotment of up to 10,000 D Ordinary Shares; nor (iii) to the issue of bonus shares to D Ordinary Shareholders on a Listing in accordance with Article 4.3.

11 TRANSFER OF SHARES - GENERAL PROVISIONS

11.1 The Board shall not register the transfer of any Share or any interest in any Share unless the transfer is permitted and/or required by and is made in accordance with these Articles and is not prohibited under Article 17 (*Prohibited Transfers*). The Board will register any transfer so made.

11.2 Save as expressly permitted by these Articles no arrangement shall be entered into by any Member whereby the terms upon which that Member holds any Shares are to be varied if as a result any interest in those Shares is varied, disposed of or created or extinguished.

11.3 Regulations 30 and 31 of Table A shall be modified to reflect the provisions of this Article 11 and Articles 12 (*Permitted Transfers*) to 17 (*Prohibited Transfers*) (inclusive).

11.4 Notwithstanding any other provision of these Articles, no transfer of any A or B Ordinary Share may be made unless the proposed transferee has agreed to be bound by the provisions of the Investment Agreement and no transfer of any C Ordinary Share may be made unless the proposed transferee has agreed to be bound by the provisions of the Investment Agreement to the extent so required by the Investors and a B Shareholder Majority.

11.5 On any transfer of any Shares by a Member who also owns Loan Notes, the Member shall simultaneously with the transfer of shares transfer to the transferee of such Shares all such

Loan Notes (or where part only of that Member's holding of Shares is being transferred, a corresponding proportion of his Loan Notes) and the transferee shall simultaneously with payment for the Shares being transferred pay to the transferring Member an amount equal to the principal amount of the Loan Notes being acquired by him together with a sum equal to all accrued but unpaid interest thereon (or, where the shares are being gifted to a spouse or a Family Trust of a B Ordinary Shareholder, the Loan Notes too shall be gifted).

12 PERMITTED TRANSFERS

12.1 For the purposes of this Article 12 (*Permitted Transfers*), Article 13 (*Voluntary Transfers*) and Article 14 (*Compulsory Transfers*) "**permitted transfer**" means any transfer of Shares expressly permitted under this Article 12.

12.2 Any Shares may be transferred outside the provisions of Article 13:

12.2.1 to any person with both Investor Consent and the consent of a B Shareholder Majority; or

12.2.2 by the Investors to Employee Investors within 120 days of the date of the Acquisition Agreement or to Managers within 127 days of the Adoption Date;

12.2.3 by or on behalf of a partnership, unit trust, investment trust, unincorporated association or other fund or corporation, to another partnership, unit trust, investment trust, unincorporated association or other fund or corporation or to any trustee or nominee of such entity which, in the case of such transferee is managed or advised by the same manager or adviser as the transferor or by a holding company of such manager or adviser or any subsidiary of such holding company;

12.2.4 by an individual B Ordinary Shareholder with full title guarantee to his or her spouse or to a Family Trust established by him on condition that the transferee shall first have undertaken to the Company and the Investors to be bound by the provisions of these Articles in terms satisfactory to the Board and the Investors;

12.2.5 in circumstances where the proposed transferee is obliged to make a general offer to Shareholders pursuant to Article 16.1;

12.2.6 in circumstances where the Selling Shareholders are obliged to issue a Drag Notice pursuant to Article 15;

12.2.7 to the extent provided in Article 14 (Compulsory Transfers);

12.2.8 pursuant to Article 16.2;

12.2.9 by any Shareholder holding shares by virtue of its being a permitted transferee under any of the circumstances set out in paragraphs 12.2.1 to 12.2.8 above to the original holder thereof or to any other person to whom such original Shareholder would have been entitled to transfer Shares pursuant to those paragraphs; and

12.2.10 by the trustees of a Family Trust to any beneficiary or new trustees of that trust subject always to Article 17 and provided that no such beneficiary or trustees shall then be entitled to transfer any Shares so acquired by him except back to the original holder thereof or to other persons to whom that original Shareholder would himself have been permitted to transfer the Shares under this Article 12.2.

12.3 Any transfer of any Share pursuant to this Article 12 shall only be treated as a permitted transfer for the purposes of these Articles if it is a transfer of the entire legal and beneficial interest in such share, free from any lien, charge or other encumbrance.

13 VOLUNTARY TRANSFERS

13.1 Subject to Article 12 (*Permitted Transfers*) and Article 17 (Prohibited Transfers), any Member who proposes to transfer any Share (a "**Vendor**") shall, before transferring or agreeing to

transfer such Share or any interest in it, serve notice in writing (a "**Transfer Notice**") on the Company of his wish to make that transfer.

13.2 In the Transfer Notice the Vendor shall specify:

- 13.2.1 the number of Shares which he wishes to transfer ("**Sale Shares**");
- 13.2.2 the identity of the person (if any) to whom the Vendor wishes to transfer the Sale Shares;
- 13.2.3 the proposed price per share at which the Vendor wishes to transfer the Sale Shares (the "**Proposed Price**");
- 13.2.4 any other terms relating to the transfer of the Sale Shares; and
- 13.2.5 whether the Transfer Notice is conditional upon all (and not part only) of the Sale Shares being sold pursuant to the following provisions of this Article 13 (a "**Total Transfer Condition**")

13.3 Each Transfer Notice shall:

- 13.3.1 constitute the Company as the agent of the Vendor for the sale of the Sale Shares on the terms of this Article 13;
- 13.3.2 save as provided in Article 13.5, be irrevocable; and
- 13.3.3 not contain or be deemed to contain a Total Transfer Condition unless the same is both expressly stated therein and permitted by these Articles.

13.4 The Sale Shares shall be offered for purchase in accordance with this Article 13 at a price per Sale Share (the "**Sale Price**") agreed between the Vendor and the Board (including an Investor Director) or, in default of such agreement by the end of the 10th business day after the date of service of the Transfer Notice, at the lower of:

- 13.4.1 the Proposed Price (if any); and
- 13.4.2 if the Board or the Investor Directors so elect within that 10 business day period after the date of service of the Transfer Notice, the price per share reported on by the Valuers as their written opinion of the open market value of each Sale Share in accordance with Article 13.14 (the "**Market Value**") as at the date of service of the Transfer Notice.

13.5 If the Market Value is determined on by the Valuers under Article 13.4.2 to be less than the Proposed Price, the Vendor may revoke the Transfer Notice by written notice given to the Board within the period of 7 business days after the date the Board serves on the Vendor the Valuers' written opinion of the Market Value (the "**Withdrawal Period**") in which case the Vendor shall pay the Valuer's reasonable fees and expenses in determining the Market Value.

13.6 The Board shall give a notice (an "**Offer Notice**") to all Members to whom the Sale Shares are to be offered in accordance with these Articles no more than 5 business days after receipt of the Transfer Notice or determination of the Sale Price in accordance with Article 13.4 above.

13.7 An Offer Notice shall expire 20 business days after its service and shall:

- 13.7.1 specify the Sale Price;
- 13.7.2 contain the other information set out in the Transfer Notice, and
- 13.7.3 invite the relevant offerees to apply in writing, before expiry of the Offer Notice, to purchase the numbers of Sale Shares specified by them in their application.

13.8 Sale Shares shall first be offered pursuant to the foregoing provisions of this Article 13, to the other holders of Shares of the relevant class or classes of Share the subject of a Transfer

Notice. If following the first offer of Sale Shares to Shareholders there remain any Sale Shares for which acceptances have not been made by Shareholders, those remaining Sale Shares shall be offered, in the case of A Ordinary Shares, to the B Ordinary Shareholders, in the case of B Ordinary Shares to the A Ordinary Shareholders and in the case of C Ordinary Shares to the A and B Ordinary Shareholders, in all such cases pro-rata to their holding of such Shares and such offer shall be on the same terms as that initially made to the holders of the same class as the Sale Shares pursuant to the original Offer Notice except it shall be open for acceptance for no longer than 10 business days and the remaining provisions of this Article 13 shall be read and construed accordingly.

- 13.9 After the expiry date of the Offer Notice (or, if earlier, upon valid applications being received for all the Sale Shares in accordance with Article 13.7), the Board shall allocate the Sale Shares in accordance with the applications received, subject to the other provisions of these Articles and Table A, save that:
- 13.9.1 if there are applications from Members for more than the number of Sale Shares available, they shall be allocated to those applicants in proportion (as nearly as possible but without allocating to any Member more Sale Shares than the maximum number applied for by him or any fraction of a share) to the number of Shares then held by them respectively; and
- 13.9.2 if the Transfer Notice contained a valid Total Transfer Condition, no allocation of Sale Shares shall be made unless all the Sale Shares are allocated.
- 13.10 Within 5 business days of the expiry date of the Offer Notice, the Board shall give notice in writing (an "**Acceptance Notice**") to the Vendor and to each person to whom Sale Shares have been allocated (each a "**Purchaser**") specifying the name and address of each Purchaser, the number of Sale Shares agreed to be purchased by him and the total price payable for them.
- 13.11 Completion of the sale and purchase of Sale Shares pursuant to an Acceptance Notice shall take place at the registered office of the Company at the time specified in the Acceptance Notice (which shall not be less than seven or more than twenty eight days after the date of the Acceptance Notice) when the Vendor shall, upon payment to him by a Purchaser of the Sale Price in respect of the Sale Shares allocated to that Purchaser, transfer those Sale Shares (free from all encumbrances and third party rights) and deliver the relevant share certificates to that Purchaser. Failure by any Purchaser to purchase the Sale Shares allocated to him in an Acceptance Notice shall not affect the sale and purchase of any other Sale Shares.
- 13.12 The Vendor may, during the period of 20 business days commencing 5 business days after the expiry date of the Offer Notice, sell all or any of those Sale Shares for which an Acceptance Notice has not been given, by way of *bona fide* sale to the proposed transferee (if any) named in the Transfer Notice or, if none was so named, to any transferee at any price per Sale Share which is not less than the Sale Price, without any deduction, rebate or allowance to the proposed transferee, provided that:
- 13.12.1 the Vendor may not transfer any Sale Share and the Board shall not register any transfer to a transferee who is not at that date a Member unless such transferee is first approved in writing by an Investor Director and a B Shareholder Majority; and
- 13.12.2 if the Transfer Notice contained a Total Transfer Condition, the Vendor shall not be entitled, save with the Investor Consent, to sell only some of the Sale Shares under this Article 13.12.
- 13.13 If a Vendor fails for any reason (including death) to transfer any Sale Shares when required pursuant to these Articles:
- 13.13.1 the Board may authorise any person (who shall be deemed to be irrevocably appointed as the attorney of that Vendor for the purpose) to execute the necessary transfer of such Sale Shares and deliver it on the Vendor's behalf;

- 13.13.2 the Company may receive the purchase money for such Sale Shares from the Purchaser and shall upon receipt (subject, if necessary, to the transfer being duly stamped) register the Purchaser as the holder of such Sale Shares;
 - 13.13.3 the Company shall hold such purchase money in a separate bank account on trust for the Vendor but shall not be bound to earn or pay interest on any money so held;
 - 13.13.4 the Company's receipt for such purchase money shall be a good discharge to the Purchaser who shall not be bound to see its application;
 - 13.13.5 after the name of the Purchaser has been entered in the register of Members in purported exercise of the power conferred by this Article 13.13, the validity of the proceedings shall not be questioned by any person; and
 - 13.13.6 the Company shall pay the purchase money received for such Sale Shares to the Vendor (or his personal representatives) within 7 days of the surrender to the Company of the relevant share certificates (or an indemnity relating thereto in a form acceptable to the Board).
- 13.14 If instructed to determine Market Value under Article 13.4.2 the Valuers shall:
- 13.14.1 act as expert and not as arbitrator and their written determination shall be final and binding on the Members (except in the case of manifest error); and
 - 13.14.2 determine the open market value of each Sale Share as being in their opinion the sum which a willing purchaser would agree with a willing vendor to be the purchase price for the whole of the issued share capital of the Company divided by the number of Ordinary Shares in issue and sold ex dividend but excluding any premium or any discount by reference to the size of the holding the subject of the Transfer Notice or in relation to any restrictions on the transferability of the Sale Shares or any other rights or restrictions attaching to the Sale Shares.
- 13.15 The Company will use its reasonable endeavours to procure that the Valuers deliver their written opinion of the Market Value to the Board and to the Vendor within 21 days of being requested to do so.
- 13.16 Save as set out in Article 13.5 the Valuers' fees for reporting on their opinion of the Market Value shall be paid in such proportions as between the Vendor and the purchasers as the Valuers shall determine.

14 **COMPULSORY TRANSFER**

- 14.1 Subject as provided in Article 14.5 and Article 14.13, if any person who is at the relevant time a director, consultant or employee of the Company or of any member of the Group:
- 14.1.1 ceases to hold such office or employment; and
 - 14.1.2 does not remain or thereupon immediately become a director or consultant or employee of another member of the Group, (a "**Leaver**") then a transfer event occurs in relation to any Shares and any Loan Notes held by the Leaver and any held by any person(s) to whom he shall previously have transferred any Shares and Loan Notes pursuant to Article 12.2.4 ("**Connected Transferors**" and Leaver shall, where appropriate, hereafter be read and construed accordingly)) (a "**Transfer Event**") unless within the month following his leaving ("**Cessation Date**") the Board (including with the consent of an Investor Director) determines and notifies him in writing that such event is not a Transfer Event for the purposes of this Article 14.
- 14.2 Except where a notice has been served in accordance with Article 14.1 confirming that the same is not a Transfer Event, the Leaver shall be deemed to have given a Transfer Notice in respect of all Shares and Loan Notes then held by him (a "**Compulsory Transfer Notice**") as at the Cessation Date

14.3 Subject to Article 14.5, the Shares and Loan Notes (or such number of them as the Investor Directors shall determine) the subject of a Compulsory Transfer Notice shall be offered (subject as otherwise provided in this Article 14.3) in accordance with Article 13:

14.3.1 in the case of C Ordinary Shares and relevant Loan Notes only, first to any person the Board, with Investor Consent and B Shareholder Majority Consent in respect of such offer, may nominate;

14.3.2 if (i) no offer is made pursuant to sub paragraph 14.3.1, or (ii) any offer made pursuant to sub paragraph 14.3.1 is not accepted within 14 days after it is made, or (iii) in the case of B Ordinary Shares;

in the first instance to any person (if known) who is being appointed in whole or in part to replace the Leaver or to some person to be held in trust pending the arrival of any such person and in default for the benefit of employees of the Group generally (the provisions of such trust to be on terms reasonably acceptable to an Investor Director); and

14.3.3 otherwise, if any offer made pursuant to sub paragraph 14.3.2 is not accepted within 14 days after it is made, to Shareholders in accordance with Article 13 (including *mutatis mutandis* in relation to any Loan Notes);

except for the purposes of Article 13:

- i. a Compulsory Transfer Notice shall not be deemed to contain a Total Transfer Condition;
- ii. the Sale Price shall be as set out in Article 14.4 below;
- iii. Article 13.5 shall not apply to such Shares;
- iv. the Leaver shall be treated as the Vendor for the purposes of Article 13; and
- v. the Shares and Loan Notes that would be offered to Shareholders pursuant to sub paragraph 14.3.3 of this Article shall instead be offered pro rata to A Ordinary Shareholders and B Ordinary Shareholders and not pursuant to the order for offers under Article 13.8.

14.4 The Sale Price for any Shares or Loan Notes the subject of a Compulsory Transfer Notice shall be:

14.4.1 if the Leaver is a Good Leaver (as defined below), the Market Value; and

14.4.2 if the Leaver is a Bad Leaver (as defined below) the lower of Market Value and the price paid for such Shares or Loan Notes by the Leaver (or where such person is a permitted transferee of a Leaver pursuant to Article 12.2.4 who received his Shares by way of gift, at the original subscription price therefor paid by the relevant Leaver).

"Good Leaver" means a Leaver who ceases to render services, or to be a director, consultant or employee by reason of any of the following:

- (a) death, ill health, incapacity, injury or disability (evidenced, in the case of ill health, incapacity, injury or disability by confirmation by a suitably qualified independent medical practitioner in the relevant country agreed between the Leaver and the Investor Directors or in default of such agreement within 14 days, nominated by the President for the time being of the British Medical Council (or as he shall direct) and in all cases whose costs shall be borne by the Company);

- (b) the Leaver suffering from a mental disorder or becoming a patient to any statute relating to mental health as certified by a suitably qualified independent medical practitioner in the relevant country agreed by the Board (including the Investor Directors) or in default of such agreement within 14 days, nominated by the President for the time being of the British Medical Council (or as he shall direct) and in all cases whose costs shall be borne by the Company;
- (c) redundancy (within the meaning of the Employment Rights Act 1996) and whether or not that Act applies to the relevant Leaver);
- (d) retirement at or after her or his normal retirement age, "normal retirement age" being the age at which she or he is required to retire under the terms of her or his employment or consultancy or is otherwise entitled to retire, or if none, the age of 65 PROVIDED THAT if the Leaver is Graham Harries the age of 67 shall be substituted for 65 in the definition of normal retirement age but if the person who on Graham Harries ceasing to be a Chief Executive Officer is to be appointed to that position has been employed by the Company or another member of the Group for at least two years prior to Graham Harries so retiring or ceasing to render services, Graham Harries may retire or cease to provide his services on or at any time after reaching 65 and before reaching 67 and he shall be a Good Leaver pursuant to this Article;
- (e) the Company either (i) wrongfully dismissing or (ii) serving notice on the Leaver within 12 months of the Adoption Date or paying monies in lieu of notice under any relevant services agreement, labour contract or contract for services with the Leaver other than, in any such case, where the Company is entitled to terminate any such agreement under its terms without any obligation to pay any compensation to the Leaver as a result of breach by the Leaver;
- (f) the company employing or retaining the Leaver ceasing to be a member of the Group or the employment or consultancy or services transferring outside the Group upon the disposal by a member of the Group of all or a substantial part of its business outside the Group by way of a Disposal;
- (g) the Leaver being constructively dismissed (for the purpose hereof applying the principles of English law to the relevant circumstances whether or not the Leaver is employed under English law within the Group) PROVIDED THAT, where the Leaver is a Manager, only in so far as a court of competent jurisdiction finds that the Leaver was constructively dismissed wholly or primarily by the actions taken or an omission made by or with the specific consent of an Investor Director);
- (h) upon his being removed as a director of the Company or other relevant member of the Group by a resolution of shareholders; or
- (i) in the case of any other Leaver, the Investor Directors and a B Shareholder Majority agreeing he should be treated as a Good Leaver for the purposes hereof.

"Bad Leaver" means any Leaver who ceases to be a director, consultant or employee in any circumstances where he is not a Good Leaver.

- 14.5 In the event that the Leaver is one of the Managers and they are a Good Leaver, if the price per share which would otherwise be paid to the Leaver pursuant to this Article 14 is less than £150.00 per share (the amount being a multiple of the Leaver's maximum liability for warranty claims under the Investment Agreement) then they (and the other relevant Connected Transferor(s) required to transfer Shares on the occasion of their leaving) shall not be required in aggregate to transfer more than 20% of their Shares at that price and shall be entitled to hold the balance of their Shares pending a Sale or Listing PROVIDED THAT in the meantime

they execute a power of attorney in favour of Inflexion (on terms reasonably satisfactory to Inflexion) giving to Inflexion full power to vote such retained Shares in the meantime in such manner as Inflexion shall deem fit up to the time of completion of the relevant Sale or Listing and PROVIDED FURTHER THAT Inflexion shall not in such capacity initiate or vote such B Ordinary Shares in favour of any resolution to amend the rights of the B Ordinary Shares.

- 14.6 A Compulsory Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the same Shares except for Shares which have then been validly transferred pursuant to that Transfer Notice.
- 14.7 If an Investor Director so resolves any Member holding Shares in respect of which a Compulsory Transfer Notice is deemed given shall not be entitled to exercise any voting rights at general meetings of the Company in respect of those Shares on and from the date of the relevant Compulsory Transfer Notice until the entry in the register of members of the Company of another person as the holder of those Shares, or if earlier the expiry of the period within which such Shares may be purchased under this Article without them all being purchased.
- 14.8 For the purpose of this Article 14 the date upon which a Member ceases to hold office as an employee shall:
- 14.8.1 where the employer terminates or purports to terminate a contract of employment by giving notice to the employee of the termination of the employment (whether or not the same constitutes a wrongful or unfair dismissal), be the date of that notice or, if later, the date (if any) for the termination expressly stated in such notice (whether or not a payment is made by the employer in lieu of all or part of the notice period required to be given by the employer in respect of such termination);
- 14.8.2 where the employee terminates or purports to terminate a contract of employment by giving notice to the employer of the termination of the employment (whether or not he is lawfully able so to do), be the date of that notice or, if later, the date (if any) for the termination expressly stated in such notice; and
- 14.8.3 where a contract of employment is terminated for any reason other than in the circumstances set out in Article 14.8.1 or 14.8.2 above be the date on which the action or event giving rise to the termination occurs.
- 14.9 For the purposes of this Article 14 the date upon which a person ceases to be a consultant or a director shall be the date of any notice terminating the consultancy or office or, if later, the date (if any) for termination stated in the notice.
- 14.10 Should any Member fail to transfer any Shares when required pursuant to this Article 14, the provisions of Article 13.13 shall apply.
- 14.11 Once a Compulsory Transfer Notice shall under these Articles be deemed to have been served in respect of any Share then no permitted transfer under Article 12 (*Permitted Transfers*) may be made in respect of such Share unless and until an Offer Notice shall have been served in respect of such Share and the period of allocation permitted under Article 13 (*Voluntary Transfers*) shall have expired without such allocation.
- 14.12 In the event of any dispute or disagreement after the operation of this Article 14 or whether a Leaver is a Good Leaver or a Bad Leaver, the operation of this Article 14 will be suspended pending agreement between the parties or the final determination by a court of competent jurisdiction and in the meantime no Shares may be put up for sale by the Leaver or voted at any meeting of the Shareholders generally or at a class meeting of relevant Shareholders and the provisions of this Article 14 will apply as appropriate forthwith following the date of such agreement or determination in all respects as if that agreement or determination had been reached or made on the original date of the cessation of employment or otherwise of the Leaver. If during any suspension of the operation of this Article 14 there is a Sale or Listing of the Shares, the Shares the subject of the dispute will participate in such Sale or Listing and the proceeds in respect of such Shares shall be held on trust jointly by the Investor's and the relevant Leaver(s) pending resolution of the dispute.

- 14.13 If, upon a D Ordinary Shareholder becoming a Leaver, any D Ordinary Shares are not transferred pursuant to this Article 14, then each of such D Ordinary Shares shall automatically, on the cessation of his office or employment, convert into Deferred Shares.

15 DRAG ALONG

- 15.1 If any one or more Members holding at least 50% of the Ordinary Shares (together the **"Selling Shareholders"**) wish to transfer all their Ordinary Shares (the **"Relevant Shares"**) to a Third Party Purchaser, the Selling Shareholders shall have the option (the **"Drag Option"**) to require all the other holders of Shares to transfer all their shares with full title guarantee to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with this Article 15.
- 15.2 The Selling Shareholders may exercise the Drag Option by giving notice to that effect (a **"Drag Notice"**) to all other Shareholders (the **"Dragged Shareholders"**) at any time before the registration of the transfer of Relevant Shares. A Drag Notice shall specify that the Dragged Shareholders are required to transfer all their Shares (the **"Dragged Shares"**) to the Third Party Purchaser at the same price as that payable to the Selling Shareholders (or, after the operation of Articles 4.3 to 4.11 if appropriate, at the price thereby calculated) and shall identify the Third Party Purchaser, the consideration to be paid by the Third Party Purchaser (calculated in accordance with this Article 15) and shall specify the proposed date for the completion of all such transfers (which shall be the same date for all). At the same time the Selling Shareholders shall confirm in writing to the dragged Shareholders that the Third Party Purchaser is acquiring the Relevant Shares (bona fide) for the price stated and without any deduction, rebate or allowance.
- 15.3 Each of the Dragged Shareholders shall on the expiry of 21 days after service of the Drag Notice in compliance with this Article be deemed to have irrevocably appointed each of the Selling Shareholders severally to be his attorney to execute any stock transfer form and to do such other things as may be necessary or desirable to accept, transfer and complete the sale of the Dragged Shares pursuant to this Article 15 and the Selling Shareholders shall hold all such sums received on completion in trust for the Dragged Shareholders.
- 15.4 In connection with such Sale the provisions of Articles 4.3 to 4.10 or 4.13 shall apply and save as aforesaid the provisions of this Article 15 shall prevail over any contrary provisions of these Articles including rights of pre-emption and other restrictions contained in these Articles which shall not apply on any sale and transfer of Shares to the purchaser named in a Drag Notice. Any Transfer Notice or Compulsory Transfer Notice served in respect of any Share shall automatically be revoked by the service of a Drag Notice.

16 TAG ALONG

- 16.1 Subject to Article 15 (*Drag Along*) but notwithstanding any other provision in these Articles no sale or transfer or other disposal of any interest in any Ordinary Share or Shares (**"the Relevant Shares"**) shall have any effect if it would result in a Change of Control unless before the transfer is lodged for registration the Third Party Purchaser has made an offer to purchase all the Ordinary Shares held by Members who are not acting in concert or otherwise connected with the Third Party Purchaser at (subject as provided below) the same price (or, after the operation of Articles 4.3 to 4.11 if appropriate, at the price thereby calculated) and on the same terms. On a Sale effected under this Article 16.1, the provisions of Articles 4.3 to 4.10 or 4.13 shall apply.
- 16.2 Notwithstanding Article 13, before any transfer of Shares is registered (not being a transfer of shares pursuant to Article 12) the proposed transferee shall have first offered to acquire from all other Shareholders a like proportion of their Shares as he is proposing to acquire from the proposed transferor(s) of Shares which he is buying at the same time and for the same price and on the same terms as he is buying Shares from such transferors. Any such offer shall be made in writing and identify the proposed transferee, the consideration to be paid and other terms of acquisition (which shall be the same for all such transfers including the proposed date for completion of the same).

17 PROHIBITED TRANSFERS

- 17.1 Notwithstanding any other provision of these Articles, no transfer of any Share shall be registered if it is:
- 17.1.1 to any minor, undischarged bankrupt, trustee in bankruptcy or person of unsound mind; or
 - 17.1.2 to any person (other than a Third Party Purchaser named in a Drag Notice) who has not executed a deed of adherence to, and in the manner required by, the Investment Agreement other than a transfer to an Employee Investor in accordance with clause 16.3 of the Investment Agreement) or by any Employee Investor where no deed of adherence is required under Article 11.4 above; or
 - 17.1.3 a transfer of Shares that requires a corresponding transfer of Loan Notes pursuant to Article 11.5 or Article 14 by a Shareholder who is a party to the Intercreditor Deed, unless the Transferee (not being an Employee Investor) and any successor transferees of such Excluded Transferees also executes a deed of adherence to and in the manner required by the Intercreditor Agreement.
- 17.2 Notwithstanding any other provision of these Articles, prior to a Sale or Listing no holder of B Ordinary Shares or C Ordinary Shares shall be entitled to sell or transfer any such Shares without, in the case of B Ordinary Shares, Investor Consent and, in the case of C Ordinary Shares, Investor Consent and B Shareholder Majority Consent except in all cases as provided in Article 12 (Permitted Transfers).
- 17.3 Notwithstanding any other provision of these Articles, no distribution of any kind may be made by the Company unless that distribution is made in compliance with clause 22.27 (Dividends and Share Redemption) of the Facility Agreement.
- 17.4 Subject to Article 14, save on a Sale, no D Ordinary Share or interest therein may be transferred without the prior written consent of the Investors.

18 GENERAL MEETINGS

- 18.1 The Board shall procure that the annual general meeting in respect of each financial year shall be convened to take place not later than 42 days after the date of the Auditors' report contained in the audited accounts of the Company for the relevant financial year and that the audited accounts and report shall be laid before such meeting.
- 18.2 Notice of a general meeting need not be given to any director in that capacity. Regulation 38 shall be modified accordingly.
- 18.3 Regulation 37 shall be amended by the insertion of the words "or the Investor Director acting alone" after the second word of that Regulation.

19 PROCEEDINGS AT GENERAL MEETINGS

- 19.1 The Chairman shall not be entitled to exercise any second or casting vote at any general meeting or class meeting.
- 19.2 A director shall not be required to hold any share qualification, but nevertheless shall be entitled to attend and speak at any general meeting of the Company and at any separate general meeting of the holders of any class of shares in the capital of the Company.
- 19.3 If a meeting is adjourned under Regulation 41 because a quorum is not present, and at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Shareholders present shall form a quorum, and Regulation 41 shall be modified accordingly.
- 19.4 Regulation 62 shall be modified by the deletion in paragraph (a) of the words "deposited at" and by the substitution for them of the words "left at or sent by post or by facsimile

transmission to” and by the insertion at the end of the regulation after the word “invalid” of the words “unless a majority of the Board (an Investor Director being part of that majority) resolve otherwise”.

20 NUMBER OF DIRECTORS

The number of directors shall not be less than two and not more than 7.

21 APPOINTMENT OF DIRECTORS

21.1 For so long as any Investor(s) holds Shares in the Company, Inflexion may at any time and on more than one occasion appoint up to two persons to be directors (each an “**Investor Director**” which expression shall, where the context so permits, include a duly appointed alternate of such a director) and at any time and on more than one occasion remove any such Investor Director from office.

21.2 Any appointment or removal of an Investor Director shall be in writing served on the Company signed by Inflexion’s duly authorised representative and shall take effect at the time it is served on the Company or (if later) the date expressly stated therein.

21.3 Without prejudice to any rights under service or similar on agreements they have with the Company or any other members of the Group, for so long as the Managers between them control not less than 25% in terms of the voting rights of the issued Ordinary Shares they shall be entitled to appoint one of their number (who is also employed by or providing consulting services to the Company) to the Board. In the event none of the Managers are themselves continuing as directors of or consultants to the Company but they between them control at least 25% of the voting rights of the Ordinary Shares as aforesaid, they shall be entitled to appoint one person reasonably acceptable to Inflexion to the Board. No fees shall be payable by the Company in respect of any such appointee but their reasonable costs and expenses incurred in the proper performance of their duties to the Company shall be reimbursed by the Company.

21.4 Notice of meetings of the Board shall be served on each director who is absent from the United Kingdom, in the case of an Investor Director, at the registered office address of Inflexion and, in the case of any other director, at such address as he shall notify to the Company for this purpose. The third sentence of Regulation 88 shall not apply.

21.5 Upon written request by Inflexion the Company shall procure that any Investor Director is forthwith appointed as a director of any other member of the Group indicated in such request.

21.6 Regulation 81(e) shall not apply to an Investor Director.

22 ALTERNATE DIRECTORS

22.1 The words “approved by resolution of the directors and” in Regulation 65 shall not apply to an appointment of an alternate director by an Investor Director.

22.2 A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.

22.3 If an alternate director is himself a director or attends any meeting as an alternate director for more than one director, his voting rights shall be cumulative but he shall only be counted once in deciding whether a quorum is present.

23 PROCEEDINGS OF DIRECTORS

23.1 The quorum for the transaction of business of the Board shall be two directors.

23.2 No business shall be transacted at any Board meeting other than as is stipulated in the agenda which has been sent to the directors together with all other papers to be considered at the meeting at least 5 business days ahead of the proposed date of the relevant meeting.

- 23.3 Any director or his alternate may validly participate in a meeting of the Board or a committee of the Board by conference telephone or other form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the Chairman of the meeting is.
- 23.4 Without prejudice to the obligation of any director to disclose his interest in accordance with Section 317 of the Act, a director may vote at a meeting of directors or a committee of directors on any resolution concerning any matter in which he has, directly or indirectly, an interest or duty and he may be counted in the quorum present in a meeting in relation to any such resolution and if he does so vote, his vote shall be counted.
- 23.5 The Chairman of the Board shall be a person approved in writing by an Investor Director and shall not have a second or casting vote at a meeting of the Board.

24 RETIREMENT OF DIRECTORS

- 24.1 Directors shall not be required to retire by rotation. Regulations 73 to 77, the second and third sentences of regulation 79, regulation 80 and the last sentence of Regulation 84 shall not apply.
- 24.2 The office of a director (other than an Investor Director) shall be vacated if both:
- 24.2.1 (being an executive director of the Company or any subsidiary) he ceases to hold office as an employee, of the Company or any subsidiary without being appointed or continuing to be an employee of another member of the Group; and
- 24.2.2 a majority of the Board (including an Investor Director) so requires.

Regulation 81 shall be extended accordingly.

25 NOTICES

- 25.1 Any notice to be given to the Company pursuant to these Articles shall be sent by post to the registered office of the Company with a copy to Inflexion.
- 25.2 Any notice from the Company to Shareholders shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post (airmail if overseas) to the address for the Shareholder contained in the Register of Members. Any notice or communication so sent shall be deemed to have been received:
- 25.2.1 if delivered personally, at the time of delivery; and
- 25.2.2 in the case of pre-paid recorded delivery or registered post, 24 hours from the date of posting if to a UK address, 96 hours if to an address outside the UK.
- 25.3 Without invalidating any notice served pursuant to the above, a copy of any notice served on Shareholders overseas will at the same time be sent by facsimile to the relevant Shareholder to such facsimile number as that Shareholder may specify from time to time to the Company for such purpose.

26 INDEMNITY

- 26.1 Subject to the provisions of the Act, but without prejudice to any other indemnity to which the person concerned may otherwise be entitled, every director, alternate director, observer, secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or the exercise of his powers or otherwise in relation thereto. Regulation 118 shall be extended accordingly.

- 26.2 The directors may exercise all the powers of the Company to purchase and maintain for every director or other officer insurance against any liability for negligence, default, breach of duty or breach of trust or any other liability which may be lawfully insured against.

27 **SHARE CERTIFICATES ETC.**

The Company may execute any share certificate, warrant or other document creating or evidencing any security allotted by the Company or any right or option to subscribe granted by the Company under the hand of two directors or any one director and the Company Secretary. Regulation 6 of Table A shall be extended accordingly.

28 **SUBSIDIARY UNDERTAKINGS**

- 28.1 The Board shall exercise all voting and other rights or powers of control exercisable by the Company in relation to itself and its subsidiary undertakings so as to secure (but as regards its subsidiary undertakings only in so far as by the exercise of such rights or powers of control the Board can secure) that:

28.1.1 no shares or other securities are issued or allotted by any such subsidiary and no rights are granted which might require the issue of any such shares or securities otherwise than to the Company or one of its wholly-owned subsidiaries; and

28.1.2 neither the Company nor any of its subsidiaries transfers or disposes of any shares or securities of any subsidiary of the Company or any interest therein or any rights attached thereto otherwise than to the Company or one of its wholly-owned subsidiaries,

without the previous consent in writing of an Investor Director and a B Shareholder Majority.

SCHEDULE
SHAREHOLDER GUARANTORS

Name	Proportion
Graham Harries	45.48%
Andrew Pemberton	15.54%
Philip James	14.08%
James Coles	3.51%
Jason Harries	2.62%
Merce Casas Galofre	9.97%
Elisabet Guasch Guillem	4.4%
Antoni Arias	4.4%
	100%