

Company Number: 07738696

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

WATER NEWCO HOLDINGS LIMITED (the "Company")

Circulation Date: 26 MARCH 2013

In accordance with Chapter 2 of Part 13 of the Companies Act 2006 (the "Act"), consent of the holders of the Shares (as defined in the articles of association of the Company (the "Articles")) having been obtained pursuant to and in accordance with article 9 of the Articles, we, being members representing not less than 75% of the total voting rights of eligible members of the Company irrevocably agree that the resolutions below are passed as special resolutions of the Company:

SPECIAL RESOLUTIONS

- 1 **THAT** in substitution for any previous authority and notwithstanding the provisions in the New Articles (as defined below), the directors be hereby generally and unconditionally authorised, in accordance with section 551 of the Act, to allot relevant securities (as defined in that section) up to a maximum aggregate nominal amount of relevant securities of £1,052.63201 and this authority will (unless renewed) expire five years from the date on which this resolution is passed, but the Company may before this authority expires, make an offer or agreement which would or might require relevant securities to be allotted after this authority expires;



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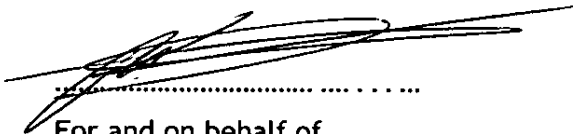
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- 2 **THAT** notwithstanding any provision of the New Articles, the directors be hereby given power in accordance with section 571 of the Act to allot equity securities (within the meaning of section 560 of the Act) pursuant to the authority conferred by resolution 1 above, as if section 561(1) of the Act did not apply to the allotment, and
- 3 **THAT** the regulations attached to these resolutions be approved and adopted as the Articles of Association of the Company (the "New Articles") in substitution for and to the exclusion of all the existing Articles of Association of the Company.

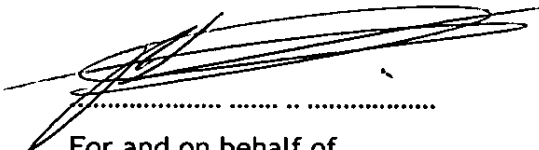
Please read the notes set out below before signing of taking any action on this resolution.

Dated 5 April 2013



For and on behalf of
Cooperatief H2 Equity Partners Fund IV
Holding W A.

5 APRIL 2013
Date



For and on behalf of
Stichting Administratiekantoor UA Holding

5 APRIL 2013
Date

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For and on behalf of
Unipart Service Company limited

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Date

.....
Andrew Jeffrey

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Date

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3 THAT the regulations attached to these resolutions be approved and adopted as the Articles of Association of the Company (the "New Articles") in substitution for and to the exclusion of all the existing Articles of Association of the Company

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Andrew Jeffrey

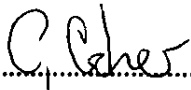
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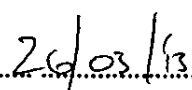
- Please read the notes set out below before signing or taking any action on this resolution.**

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Gary Croker


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Date

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Kevin Hall

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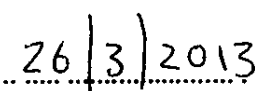
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Colin Bate

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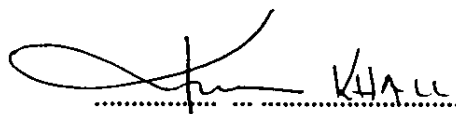

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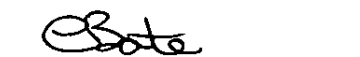
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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

-of-

Water Newco Holdings Limited

(Incorporated in England and Wales under
registered number 07738696)

(Adopted by Special Resolution passed on 5 April 2013)

Wragge&Co

Tel +44 (0)870 903 1000 Fax +44 (0)870 904 1099 mail@wragge.com www.wragge.com

CONTENTS

Clause	Heading	Page
Preliminary	1
1	Model Articles	1
2	Definitions and Interpretation.	1
3	Private Company Status and Limited Liability	9
4	Share Capital.....	9
5	Dividend Rights	10
6	Return of Capital Rights.....	10
7	Voting Rights	10
8	Attribution of consideration for Shares on a Sale	11
9	Variation of Class Rights.....	12
10	All Shares to be Fully Paid	13
11	Share Issues	13
12	Prohibited Transfers	14
13	Permitted Transfers.....	16
14	Leavers..	18
15	Drag Along	21
16	Tag Along	23
17	Proceedings of Shareholders..	24
18	Proxies	25
19	Directors	26
20	Directors' Written Resolution	26
21	Proceedings of Directors	27
22	Directors' Interests	27
23	Appointment and Removal of Directors.....	32
24	Retirement by Rotation	32
25	Executive Office.	32
26	Company Secretary	32
27	Indemnity and Insurance	33
28	Overriding Provisions	34
29	Notices.	34
30	Winding-Up.....	36

PRELIMINARY

1 Model Articles

- 1.1 The articles of association of the Company (the “Articles”) shall comprise the provisions contained herein together with the provisions contained in the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2009/3229) as amended prior to the date on which the Company was incorporated (the “Model Articles”), save insofar as they are excluded or modified by, or are inconsistent with, the provisions contained herein.
- 1.2 The whole of Model Articles 10, 11, 13, 14, 21, 38, 42, 44, 46 and 52, paragraph (4) of Model Article 26, and paragraphs (5), (6) and (7) of Model Article 30 shall not apply to the Company.
- 1.3 Except as stated in this Article 1, no other regulations or model articles contained in any statute or subordinate legislation, including regulations contained in the Model Articles, apply as the articles of association of the Company.

2 Definitions and Interpretation

- 2.1 In these Articles the following expressions shall have the following meanings:

“A Ordinary Shares” means the A ordinary shares of 0.1 pence each in the capital of the Company;

“Act” means the Companies Act 2006;

“Accepting Shareholders” shall be as defined in Article 15.4;

“Adoption Date” means the date of adoption of these Articles;

“Articles” shall be as defined in Article 1.1;

“Auditors” means the auditors of the Company from time to time;

“Available Profits” means profits available for distribution within the meaning of the Companies Act 2006,

“Bad Leaver” shall be as defined in Article 14.5(b),

“Board” means the board of directors of the Company (or any duly authorised committee thereof) from time to time;

“B Director” means any person appointed to the Board pursuant to Article 19.3;

“B Ordinary Shares” means the B ordinary shares of 0.1 pence each in the capital of the Company;

“B Ordinary Shareholders” means the registered holders of B Ordinary Shares for the time being;

“Business Day” means any day other than a Saturday, Sunday or English bank or public holiday,

“Buyer Group” shall be as defined in Article 16.4;

“Co-Investment Scheme” shall be as defined in Article 13.1(d)(vi);

“Commercial Agreement” means as defined in the Shareholders Agreement;

“Company” means Water Newco Holdings Limited (company registration no 7738696),

“Company’s website” means any websites operated or controlled by the Company which contains information about the Company,

“Confidential Information” shall mean as defined in Article 22.7;

“C Ordinary Shares” means the C ordinary shares of 0.1 pence each in the capital of the Company;

“Defaulting Shareholder” shall be as defined in Article 12.3;

“Deferred Shares” means the deferred shares of 0.0001 pence each in the capital of the Company;

“Director” means a director of the Company from time to time;

“Drag Notice” shall be as defined in Article 15.5;

“Employee Trust” means any trust established to enable or facilitate the holding of Shares by, or for the benefit of, all or most of the bona fide employees of any Group Company;

“Encumbrance” means a mortgage, charge, pledge, lien, option, restriction, equity, right of first refusal, right of pre-emption, third party right or interest, other encumbrance or security interest of any kind or other type of agreement or arrangement having similar effect,

“Equity Returns” means the aggregate value of:

- (a) the value of any dividends paid in respect of the Shares during the period from the Original Adoption Date up to and including the date of receipt from the purchaser or purchasers of a substantial part of the consideration first payable on completion of the Sale, and
- (b) the value of the Relevant Proceeds;

“Excluded Notice” means a Sale Notice, a notice to a Defaulting Shareholder under Article 12.3 or a notice to appoint or remove a Director under Article 19;

“Exit” means a Sale, Quotation or Winding-Up;

“Equity Shares” means the A Ordinary Shares, the B Ordinary Shares and the C Ordinary Shares;

“Fair Price” shall be as defined in Article 14.5(d),

“Family Member” means, in relation to a Relevant Employee, his spouse and/or any one or more of his children (including step-children),

"Family Trust" means, in relation to a Relevant Employee, a trust or settlement set up wholly for the benefit of that person and/or his Family Members;

"Final Leaving Date" shall be as defined in Article 14.2;

"Financial Services Authority" means the Financial Services Authority or any body with responsibility under legislation replacing the FSMA for carrying out regulatory actions;

"Financing Documents" means the master facilities agreement to be entered on or around the Original Adoption Date between Netco and Venture Finance plc together with the associated security documentation and intercreditor deed referred to therein;

"FSMA" means the Financial Services and Markets Act 2000;

"Fund" means any fund, bank, company, unit trust, investment trust, investment company, limited, general or other partnership, industrial provident or friendly society, any collective investment scheme (as defined by the FSMA), any investment professional (as defined in article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion Order) 2005 (the "FPO")), any high net worth company, unincorporated association or partnership (as defined in article 49(2) of the FPO) or any high value trust (as defined in article 49(6) of the FPO), any pension fund or insurance company or any person who is an authorised person under the FSMA;

"Fund Participant" shall be as defined in Article 12.5;

"Further Drag Notice" shall be as defined in Article 15.8;

"Further Leaver Shares" shall be as defined in Article 14.7;

"Further Shares" shall be as defined in Article 15.8;

"Garden Leave" shall mean any period during which the Company or any other Group Company shall, in respect of a consultant or employee and pursuant to the service contract or contract of engagement between the Company or relevant Group Company and that employee or consultant, cease or have ceased to provide that employee with work;

"Good Leaver" shall be as defined in Article 14.5(a);

"Group" means the Company and any company which is a subsidiary undertaking of the Company from time to time and references to **"Group Company"** and **"members of the Group"** shall be construed accordingly,

"Group Company Interest" shall be as defined in Article 22.5,

"holding company" means a holding company as defined by section 1159 of the Act;

in **"electronic form"** means in a form specified by section 1168(3) of the Act and otherwise complying with the requirements of section 1168 of that Act;

"Independent Expert" means a partner at Ernst & Young LLP, KPMG LLP, Deloitte LLP, PricewaterhouseCoopers LLP or (where such parties are unable to act) any other reputable international accountancy firm (acting as an expert and not as an

arbitrator) nominated by the Board (with Investor Consent) who shall, in either case, be engaged on terms to be agreed by the Board (with Investor Consent);

"Investors" means as defined in the Investment Agreement;

"Investor Associate" means, in relation to an Investor:

- (a) each member of that Investor's Investor Group (other than the Investor itself);
- (b) any general partner, limited partner or other partner in, or trustee, nominee, custodian, operator or manager of, or investment adviser to, that Investor or any member of its Investor Group;
- (c) any member of the same group of companies as any trustee, nominee, custodian, operator or manager of, or investment adviser to, that Investor or any member of its Investor Group;
- (d) any Fund which has the same general partner, trustee, nominee, operator, manager or investment adviser as that Investor or any member of its Investor Group;
- (e) any Fund which is advised, or the assets of which (or some material part thereof) are managed (whether solely or jointly with others), by that Investor or any member of its Investor Group;
- (f) any Fund in respect of which that Investor or any member of its Investor Group is a general partner; or
- (g) any Co-Investment Scheme of that Investor or any member of its Investor Group;

"Investor Consent" or an **"Investor Direction"** means the giving of a written consent or direction by the Investor Majority;

"Investor Director" means any person appointed to the Board pursuant to Article 19.2;

"Investor Director Interest" shall be as defined in Article 22 6;

"Investor Group" means, in relation to an Investor, that Investor (and the general partner of that Investor where it is a limited partnership) and its subsidiary undertakings or, as the case may be, that Investor, any parent undertaking, whether direct or indirect, of that Investor (and the general partner of that Investor) and any other subsidiary undertaking of any such parent undertaking from time to time and references to **"member"** or **"members"** of the or an or its **"Investor Group"** shall be construed accordingly;

"Investor Majority" means as defined in the Investment Agreement;

"Issue Price" means the price at which the relevant Share is issued, being the aggregate of the amount paid up or credited as paid up in respect of the nominal value thereof and any share premium thereon;

"Leaver" means:

- (a) any Shareholder who ceases, or has ceased, to be a Relevant Employee,

- (b) any Shareholder who remains a Relevant Employee but begins to receive benefits under the Group's permanent health insurance,
- (c) any Shareholder who is (or is the nominee of) a Family Member of any person who ceases to be a Relevant Employee,
- (d) any Shareholder who is (or is the nominee of) the trustee of a Family Trust of any person who ceases to be a Relevant Employee in respect of the Shares held on behalf of such person or on behalf of any Family Member of such person;
- (e) any Shareholder (not being an Investor) holding Shares as a result of a transfer made after the date of the adoption of these Articles by a person in relation to whom such Shareholder was a permitted transferee under the provisions of Articles 13.1(a) or 13.1(b) who ceases to be a permitted transferee in relation to such person, including, without limitation, any Shareholder who ceases to be the spouse of a Relevant Employee;
- (f) any person who holds or becomes entitled to any Shares.
 - (i) following the death of a Shareholder;
 - (ii) following the bankruptcy of a Shareholder (if an individual) or the receivership, administrative receivership, administration, liquidation or other arrangement for the winding-up (whether solvent or insolvent) of a Shareholder (if a company); or
 - (iii) following the exercise of an option after ceasing to be a Relevant Employee; or
 - (iv) any Shareholder holding Shares as a nominee for any person who ceases, or who has ceased, to be a Relevant Employee in respect of the Shares held on behalf of such person,

and, for the purposes of this definition, a person shall be deemed to cease, or have ceased, to be a Relevant Employee upon the commencement of any period during which the relevant person is placed on Garden Leave (notwithstanding that the relevant person remains an employee of the Company or any Group Company) or, whether or not he has been placed on Garden Leave, upon the date on which he is given notice of termination of his employment, appointment or engagement;

"Leaver's Shares" means all of the Shares held by a Leaver, or to which he is entitled, on the Leaving Date and any Shares acquired by a Leaver after the Leaving Date, whether under an employee share scheme or otherwise, or to which he becomes entitled after the Leaving Date;

"Leaving Date" means the date on which the relevant person becomes a Leaver;

"Loan Stock" means the loan stock to be constituted by the Loan Stock Instrument;

"Loan Stock Instrument" means as defined in the Investment Agreement;

"Loan Stock Security Documents" means as defined in the Investment Agreement;

"Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2009/3229) as amended prior to the date on which the Company was incorporated;

"Netco" means Netco Trading Limited (company registration no 7738701);

"New Holding Company" means any new holding company of the Company, formed for the purpose of facilitating a Quotation of shares in such new holding company;

"Offeror" shall be as defined in Article 15.1;

"Other Shareholders" shall be as defined in Article 15.5;

"Original Adoption Date" means 1 October 2011,

"Pension Scheme" means an occupational pension scheme (as defined in section 235(6) of Act) for the benefit of employees of any Group Company;

"Proposed Buyer" shall be as defined in Article 16.1;

"Proposed Sale" shall be as defined in Article 16.1;

"Proposed Sellers" shall be as defined in Article 16.1;

"Qualifying Offer" shall be as defined in Article 15.1;

"Quotation" means the admission of the whole of any class of the issued share capital of any Group Company, or any New Holding Company of the Company, to the Official List of the Financial Services Authority and to trading on the London Stock Exchange's market for listed securities or to trading on the Alternative Investment Market of the London Stock Exchange or on any other Recognised Stock Exchange or other stock exchange as is nominated by Investor Direction;

"Recognised Stock Exchange" means a recognised investment exchange, recognised overseas investment exchange, designated investment exchange or designated overseas investment exchange, in each case for the purposes of FSMA;

"Regulations" shall be as defined in Article 1.1,

"Relevant Employee" shall mean:

- (a) an employee of the Company or any other Group Company; or
- (b) a Director or a director of any other Group Company (other than in either case, for the purposes of Article 14 (Leavers), an Investor Director),

"Relevant Investor" shall be as defined in Article 22.6(a),

"Relevant Proceeds" shall be as defined in Article 8.1;

"Relevant Shares" shall be as defined in Article 12.3;

"Reserved C Ordinary Shares" means cumulatively after the Original Adoption Date the issue of, in aggregate, a number of C Ordinary Shares not exceeding the Total Reserved C Ordinary Shares to directors and/or employees of the Group or prospective directors and/or employees of the Group as determined by the Board;

“Sale” means the sale of 100% in number of the Shares to a single buyer or to one or more buyers as part of a single transaction or series of connected transactions (other than as part of a Solvent Reorganisation);

“Sale Notice” shall be as defined in Article 14.2;

“Sale Price” shall be as defined in Article 14.5(c);

“Sensitive Matter” shall be as defined in Article 22.1;

“Shares” means the A Ordinary Shares, the B Ordinary Shares, the C Ordinary Shares and the Deferred Shares;

“Shareholder” means any holder of any Share from time to time;

“Shareholder Communication” means any notice, resolution, document or information which the Company wishes or is required to communicate with Shareholders or other persons;

“Shareholders Agreement” means the shareholders agreement dated on or around the Original Adoption Date between (1) the Company, (2) Netco, (3) Unipart Automotive Limited, (4) Unipart Group of Companies Limited and (5) Cooperatief H2 Equity Partners Fund IV Holding W.A.,

“Situational Conflict” shall mean a direct or indirect interest of a Director which conflicts or may potentially conflict with the interests of the Company (other than a Transactional Conflict or in circumstances which cannot reasonably be regarded as likely to give rise to a conflict of interest). For these purposes a conflict of interest shall include a conflict of interest and duty and a conflict of duties and a Situational Conflict will not arise merely by reason of a Director holding shares or other securities in, or otherwise be interested, whether directly or indirectly, in any entity which, directly or indirectly, holds Shares in the Company;

“Solvent Reorganisation” means either a solvent reorganisation of the Group by any means or the acquisition of the Company by a New Holding Company, or any other reorganisation involving the Company’s share or debt capital (including the conversion, consolidation, subdivision, reclassification or redesignation (as appropriate) of Shares into a single class of ordinary shares) in preparation for an Exit;

“Statutes” means the Act and the Electronic Communications Act 2000 (including any subordinate legislation made under them);

“subsidiary” means as defined by section 1159 of the Act;

“subsidiary undertaking” means as defined by section 1162 of the Act;

“Tagging Shareholders” shall be as defined in Article 16.5;

“Total Reserved C Ordinary Shares” means 52,632 C Ordinary Shares,

“Transactional Conflict” shall mean a direct or indirect conflict of interest of a Director which arises in relation to an existing or proposed transaction or arrangement with the Company and a Transactional Conflict will not arise merely by reason of a Director holding shares or other securities in, or otherwise be

interested, whether directly or indirectly, in any entity which, directly or indirectly, holds Shares in the Company;

"Unipart Group" means Unipart Automotive Limited and any company which is a subsidiary undertaking or parent undertaking, whether direct or indirect, of Unipart Automotive Limited from time to time and references to **"Unipart Group Company"** and **"members of the Unipart Group"** shall be construed accordingly;

"Unissued Reserved C Ordinary Shares" means the amount (if any) of the Total Reserved C Ordinary Shares which are not in issue on the operation of Article 8.1;

"website communication" means the publication of a Shareholder Communication on the Company's website in accordance with Part 4 of Schedule 5 of the Act; and

"Winding-Up" means a distribution pursuant to a winding up, dissolution or liquidation of the Company or a New Holding Company (including following an Asset Sale).

2.2 Unless the context otherwise requires, words and expressions defined in or having a meaning provided by the Act shall have the same meaning in these Articles. The term **"connected person"** shall have the meaning attributed to it at the date of adoption of these Articles by sections 1122 and 1123 Corporation Tax Act 2010 or section 993 Income Tax Act 2007 and the words **"connected with"** shall be construed accordingly. The term **"acting in concert"** shall have the meaning attributed to it at the date of adoption of these Articles by the City Code on Takeovers and Mergers.

2.3 Unless the context otherwise requires, references in these Articles to:

- (a) any of the masculine, feminine and neuter genders shall include other genders;
- (b) the singular shall include the plural and vice versa;
- (c) a person shall include a reference to any natural person, body corporate, unincorporated association, partnership, firm or trust;
- (d) save where used in the definition of **"Employee Trust"**, **"employee"** and **"employees"** shall be deemed to include workers, consultants and non-executive directors and references to **"contracts of employment"**, **"terms and conditions of employment"**, **"employment arrangements"** and to **"commencement or cessation of employment"** and to **"resignation"** shall be deemed to include workers' contracts, contracts for consultancy, letters of appointment and commencement, termination or cessation of workers' contracts, consultancy contracts or letters of appointment and references to summary dismissal shall be deemed to include a reference to termination of contracts without notice,
- (e) any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, consolidated, re-enacted or replaced;
- (f) references to these **"Articles"**, the **"Investment Agreement"**, the **"Loan Stock Instrument"**, the **"Loan Stock Security Documents"** and the **"Financing Documents"** shall be deemed to be a reference to such document as amended, waived, restated, modified or supplemented for the

time being with all requisite consents under that document and, where relevant, the Investment Agreement; and

- (g) references in these Articles to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept, state of affairs or thing shall in respect of any jurisdiction other than England be deemed to include whatever most closely approximates in that jurisdiction to the English legal term.

2.4 The headings in these Articles are for convenience only and shall not affect their meaning.

2.5 In construing these Articles, general words introduced by the word “other” shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.

2.6 For the purposes of Article 8.1:

- (a) where the C Ordinary Shares are expressed to have rights on.
 - (i) a “2x Pro Rata Basis”, for the purposes of determining the rights in question the holder of C Ordinary Shares in question shall be deemed to hold twice the number of C Ordinary Shares he actually holds,
 - (ii) a “3x Pro Rata Basis”, for the purposes of determining the rights in question the holder of C Ordinary Shares in question shall be deemed to hold three times the number of C Ordinary Shares he actually holds;
 - (iii) a “4x Pro Rata Basis”, for the purposes of determining the rights in question the holder of C Ordinary Shares in question shall be deemed to hold four times the number of C Ordinary Shares he actually holds,
- (b) any Unissued Reserved C Ordinary Shares shall be deemed issued to and held by Members selling A Ordinary Shares and Members selling B Ordinary Shares in connection with the Sale pro rata to the number of A Ordinary Shares and B Ordinary Shares held (as if the same constituted one class of share).

3 Private Company Status and Limited Liability

3.1 The Company is a private company limited by shares and accordingly any offer to the public to subscribe for any shares or debentures of the Company is prohibited.

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

4 Share Capital

4.1 The share capital of the Company at the date of adoption of these Articles is £1,052.63201 divided into:

501,000 A Ordinary Shares,

499,000 B Ordinary Shares;

52,632 C Ordinary Shares; and

10 Deferred Shares.

- 4.2 The A Ordinary Shares, B Ordinary Shares and C Ordinary Shares shall rank pari passu among themselves, but they constitute separate classes of share
- 4.3 The Deferred Shares may be redeemed by the Company at any time at its option for par value for all of the Deferred Shares registered in the name of any holder without obtaining the sanction of the holder or holders and pending the transfer and/or purchase, retain the certificates (if any) in respect of them.
- 4.4 The creation or issue of any Deferred Shares shall be deemed to confer irrevocable authority on the Company at any time after creation or issue to appoint any person to execute or give on behalf of the holder of those shares a transfer of them to such person or persons as the Company may determine

5 Dividend Rights

- 5.1 Subject to the Board recommending payment of the same (with prior written Investor Majority consent), the provisions of the Investment Agreement and the Financing Documents and prior payment of all amounts in respect of the Loan Stock, not less than 50 per cent. of the Available Profits of the Company in respect of any financial year shall be distributed amongst the holders of the Equity Shares (pari passu as if the same constituted one class of share) according to the number of such Equity Shares held by the relevant Shareholder at the relevant time.
- 5.2 The Company shall procure (so far as it is able) that each of its subsidiaries and each of its subsidiary undertakings which has Available Profits shall from time to time declare and pay to the Company (or, as the case may be, the relevant Group Company that is its immediate holding company or parent undertaking) such dividends as are necessary to permit lawful and prompt payment of dividends by the Company.
- 5.3 The Deferred Shares (if any) shall not entitle the holders of them to receive a dividend.

6 Return of Capital Rights

- 6.1 The rights as regards return of capital attaching to each class of Shares shall be as set out in this Article.
- 6.2 On a return of capital on liquidation or otherwise (except on a redemption or purchase by the Company of any Shares), the surplus assets of the Company remaining after the payment of its liabilities and subject to the payment of all amounts payable to the holders of the Deferred Shares pursuant to Article 6.3, shall be distributed amongst the holders of the Equity Shares (pari passu as if the same constituted one class of Equity Shares) according to the number of such Equity Shares held by the relevant Shareholder at the relevant time
- 6.3 Subject to Article 8 on an Exit or a return of capital on liquidation or otherwise (except on a redemption or purchase by the Company of any Shares), from the surplus assets of the Company remaining after the payment of its liabilities, £1 shall

be paid to the holders of the Deferred Shares in aggregate. This payment shall be deemed satisfied by payment to any one holder of Deferred Shares.

7 Voting Rights

- 7.1 Subject to Articles 7.2, on a show of hands every holder of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares who (being an individual) is present or (being a corporation) is present by a duly authorised representative (not being himself a member entitled to vote) shall have one vote and on a poll every member holding A Ordinary Shares, B Ordinary Shares and C Ordinary Shares shall have one vote for every such share of which he is the holder.
- 7.2 The total number of votes attaching to all the Equity Shares held by the B Ordinary Shareholders, when aggregated with the total number of votes attaching to all the Equity Shares held by persons connected with the B Ordinary Shareholders, shall be restricted to the lower of.
- (a) 33 % of the votes attaching to all Equity Shares; and
 - (b) the total number of votes that would have been conferred on such Members if this Article 7.2 did not apply.
- 7.3 The Deferred Shares (if any) shall not entitle the holders of them to receive notice of, to attend, to speak or to vote at any general meeting of the Company

8 Attribution of consideration for Shares on a Sale

- 8.1 On a Sale, the Members selling A Ordinary Shares, B Ordinary Shares and C Ordinary Shares shall pay the proceeds of the Equity Shares ("Relevant Proceeds") into a joint account at a UK clearing bank nominated by the Investor Majority immediately prior to the Sale and such Relevant Proceeds shall be allocated incrementally and paid out as follows (subject to Article 2.6):
- (a) first, to the holders of the Equity Shares pari passu to the number of Equity Shares held (as if the same constituted one class of share) until the Equity Returns equal £77,500,000;
 - (b) second, the amount of the Relevant Proceeds (if any) unpaid after the operation of Article 8.1(a) shall be paid to the holders of the Equity Shares pari passu to the number of Equity Shares held (as if the same constituted one class of share but with the C Ordinary Shares participating on a 2x Pro Rata basis) until the Equity Returns equal £121,000,000;
 - (c) third, the amount of the Relevant Proceeds (if any) unpaid after the operation of Article 8.1(b) shall be paid to the holders of the Equity Shares pari passu to the number of Equity Shares held (as if the same constituted one class of share but with the C Ordinary Shares participating on a 3x Pro Rata basis) until the Equity Returns equal £145,000,000;
 - (d) fourth, the amount of the Relevant Proceeds (if any) unpaid after the operation of Article 8.1(c) shall be paid to the holders of the Equity Shares pari passu to the number of Equity Shares held (as if the same constituted one class of share but with the C Ordinary Shares participating on a 4x Pro Rata basis).

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 be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up:
- (a) in the case of the A Ordinary Shares with the prior written consent of the Investor Majority 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, and
 - (b) in the case of the B Ordinary Shares 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; and
 - (c) in the case of the C Ordinary Shares with the prior consent of the Investor Majority, but not otherwise.
- 9.2 Without prejudice to the generality of their rights, the special rights attached to the A Ordinary Shares shall each be deemed to be varied at any time by any of the following:
- (a) an increase, reduction or other alteration in the issued or authorised share capital of the Company or any other Group Company or a reorganisation or consideration or a sub-division or a variation in the rights attaching to any class thereof or a purchase of any of its own shares or a reduction of its share capital or a repayment of any amounts standing to the credit of any share premium amount or capital redemption reserve or any other reorganisation of its share capital or the entering into of any scheme or arrangement with creditors;
 - (b) the grant of an option to subscribe for shares in the Company or any other Group Company or the issue of any securities or instruments convertible into shares in any such company;
 - (c) the creation by the Company or any other Group Company of any mortgage, charge, pledge, lien, encumbrance or other security interest (excluding an interest arising by operation of law in the ordinary course of business),
 - (d) the making of any material change (including cessation) in the nature of the business of the Group taken as a whole;
 - (e) 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;
 - (f) the declaration or payment of any dividend or the making or any other distribution in respect of the profits, assets or reserves of the Company or any other Group Company;
 - (g) the taking of any steps to wind-up or appoint an administrator (including the filing of any notice of intention to appoint an administrator) in respect of any Group Company,

- (h) the appointment or removal of any director except in accordance with Article 19 or clause 4 of the Investment Agreement;
 - (i) a Sale or Quotation;
 - (j) the registration or purported registration of any transfer of any share or interest therein other than as expressly permitted by these Articles; and
 - (k) the Company or any other Group Company incurring an obligation to do any of the foregoing.
- 9.3 Without prejudice to the generality of their rights, the special rights attached to the B Ordinary Shares shall each be deemed to be varied at any time by any of the following:
- (a) an increase, reduction or other alteration in the issued or authorised share capital of the Company (other than in respect of the Reserved C Ordinary Shares) or any other Group Company or a reorganisation or consideration or a sub-division or a variation in the rights attaching to any class thereof or a purchase of any of its own shares or a reduction of its share capital or a repayment of any amounts standing to the credit of any share premium amount or capital redemption reserve or any other reorganisation of its share capital or the entering into of any scheme or arrangement with creditors; and
 - (b) the grant of an option to subscribe for shares in the Company or any other Group Company or the issue of any securities or instruments convertible into shares in any such company.

10 All Shares to be Fully Paid

- 10.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.
- 10.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum.

11 Share Issues

- 11.1 Subject to the provisions of these Articles and the Investment Agreement and any direction to the contrary which may be given by the Company in accordance with the Act, the directors are generally and unconditionally authorised, pursuant to section 551 of the Act, to exercise all the powers of the Company to allot, and grant rights to subscribe for or convert any security into, shares in the Company to such persons, at such times, for such consideration and on such terms and conditions as the directors may decide.
- 11.2 The authority conferred on the directors by Article 11.1 shall remain in force for a period expiring on the fifth anniversary of the date of adoption of this Article 11 unless previously renewed, varied or revoked by the Company in accordance with the Act.
- 11.3 The aggregate nominal amount of shares that may be allotted pursuant to the authority conferred by Article 11.1 is £1,052.632.

- 11.4 By the authority conferred by this Article 11.4 the directors may, before the authority expires, make an offer or enter into an agreement which would, or might, require shares to be allotted or rights to subscribe for, or to convert any security into, shares to be granted after the expiry of such authority and the directors may allot those shares or grant rights to subscribe for, or to convert any security into, shares in pursuance of that offer or agreement as if such authority had not expired.
- 11.5 The Company may exercise the powers of paying commissions conferred by the Act. Subject to the Act, any such commission may be satisfied by the payment of cash or by the allotment of fully paid or partly paid shares or partly in one way and partly in the other.
- 11.6 Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and (except as otherwise provided by these Articles or by law) the Company shall not be bound by or recognise any interest in any share except an absolute right to the entirety of that share in the holder.
- 11.7 Save in respect of the issue of Reserved C Ordinary Shares, no new Equity Shares may be allotted by the Company unless they are first offered for subscription to the holders of Equity Shares (excluding any holder of Shares who is at that time a Leaver), as nearly as possible, on the same terms and in the same proportions between them as the number of Equity Shares for the time being held respectively by each such holder bears to the total number of such Equity Shares in issue (excluding any Equity Shares held by any holder of Equity Shares who is at that time a Leaver).
- 11.8 The offer referred to in Article 11.7 shall be made by notice specifying the number of Equity Shares to which the relevant holder is entitled and stating a time (being not less than 5 Business Days) within which the offer if not accepted will be deemed to be declined and after the expiration of such time or on the receipt of confirmation from the holder or holders to whom such notice is given that he declines to accept the Equity Shares so offered the Board may deal with the declined Equity Shares in such manner as it may think most beneficial to the Company (including the decision not to issue the Equity Shares to any person). If any fractional entitlements arise on the apportionment of any such new Equity Shares amongst the Shareholders the allocation of such entitlements shall be determined by the Board.
- 11.9 It may be a term of any offer under Article 11.7 that the offerees must acquire the same proportion of other securities (debt or equity) to be issued by any member of the Group as is equal to the proportion of Equity Shares being offered to them.
- 11.10 Any Shareholder who accepts an offer under Article 11.7 shall be issued with Equity Shares of the same class (treating, for these purposes and for the avoidance of doubt, each class of Equity Shares as a separate class) as such Shareholder holds as at the date of the offer.
- 11.11 In this Article, "Equity Shares" includes rights to subscribe for or convert into Equity Shares.
- 11.12 The provisions of sections 561 and 562 of the Act shall not apply to the Company.
- 12 Prohibited Transfers**
- 12.1 Any person who holds, or becomes entitled to, any Share shall not, without Investor Consent, effect a transfer of such Shares, except in accordance with Article 13

(Permitted Transfers), Article 14 (Leavers), Article 15 (Drag Along, whether as Accepting Shareholder or Other Shareholder) or Article 16 (Tag Along, whether as a Proposed Seller or a person who sells to a Proposed Buyer in accordance with Article 16 2).

12.2 The reference in Article 12 1 to the transfer of a Share shall mean the transfer of either or both of the legal and beneficial ownership in such Share and/or the grant of an option to acquire either or both of the legal and beneficial ownership in such Share and the following shall be deemed (but without limitation) to be a transfer of a Share:

- (a) any direction (by way of renunciation or otherwise) by a Shareholder entitled to an allotment or issue of any Share that such Share be allotted or issued to some person other than himself,
- (b) any sale or other disposition of any legal or equitable interest in a Share (including any voting right attached thereto) and whether or not by the registered holder thereof and whether or not for consideration or otherwise and whether or not effected by an instrument in writing,
- (c) any grant of an Encumbrance over any Share, and
- (d) any agreement, whether or not subject to any condition to do any of the matters set out in Articles 12.2(a), 12.2(b) or 12 2(c).

12.3 For the purpose of ensuring compliance with Article 12.1, the Company may require any Leaver or other Shareholder to procure that (i) he or (ii) such other person as is reasonably believed to have information and/or evidence relevant to a proposed transfer provides to the Company any information and/or evidence relevant to such purpose and failing such information and/or evidence being provided within 5 Business Days of any request the Board shall forthwith notify the relevant Leaver or Shareholder (the “Defaulting Shareholder”) that a breach of the transfer provisions of these Articles is deemed to have occurred, whereupon:

- (a) the Company shall refuse to register any transfer of the Relevant Shares;
- (b) the Relevant Shares shall cease to confer on the holder thereof (or any proxy thereof) any rights:
 - (i) to vote (whether on a show of hands or on a poll and whether exercisable at a general meeting of the Company or at any separate meeting of the class in question); or
 - (ii) to receive dividends or other distributions (other than the Issue Price of the Relevant Shares upon a return of capital),

otherwise attaching to the Relevant Shares or to any further Shares issued pursuant to the exercise of a right attaching to the Relevant Shares or in pursuance of an offer made to the holder thereof; and

- (c) if the Defaulting Shareholder is not a Leaver, he shall forthwith be treated as a Leaver, or if the Board so directs, he may be required at any time following such notice to transfer (or procure the transfer of) some or all of the Relevant Shares to such person(s) at a price determined by the Board

The rights referred to in Article 12.3(b) may be reinstated by the Board or, if earlier, upon the completion of the transfer of the Leaver's Shares or other transfer as contemplated by Article 12.3(c). The expression "**Relevant Shares**" shall mean the Shares which the Defaulting Shareholder holds or to which he is entitled and any Shares formerly held by him which have been transferred in breach of Article 12.1 or in accordance with Article 13 (Permitted Transfers)

12.4 Each Shareholder hereby irrevocably appoints the Company as his attorney and agent (with the power to appoint any member of the Board as a substitute and to delegate to that substitute all or any powers hereby conferred, other than this power of substitution, as if he had been originally appointed by this Power of Attorney) to give effect to the provisions of these Articles including, without limitation, in respect of the execution of relevant transfers pursuant to Articles 14.4 and 15.7.

12.5 Notwithstanding the provisions of Articles 12.1 and 12.2:

- (a) any transfer by any partner, unitholder, shareholder, or other participant in, or operator, manager or custodian of, any Fund (a "**Fund Participant**") (or by any trustee or nominee for any such Fund Participant) of any interest in such Fund to any person who is, or as a result of such transfer becomes, a Fund Participant;
- (b) the creation of any Encumbrance over any Shares or Loan Stock registered in the name of the Investor or any nominee thereof or over any interest in a Fund; and
- (c) the assignment or transfer of the beneficial ownership in any Shares or Loan Stock registered in the name of the Investor or any nominee thereof to any Investor Associate or its nominee,

shall not, and shall not be deemed to, be a transfer of Shares for any purpose under these Articles.

13 Permitted Transfers

13.1 Notwithstanding the provisions of Article 12 (Prohibited Transfers):

- (a) any Relevant Employee may, with the consent of the Board, transfer Shares to any of his Family Members over the age of 18 or to the trustees of his Family Trust, provided that:
 - (i) following such transfer (and taking into account all other transfers made by him) he holds at least 70% in number of all Shares ever issued to him;
 - (ii) the Family Member or the trustees (as the case may be) shall:
 - (A) undertake to exercise all voting rights attaching to such Shares and to sign all proxies, consents to short notice and other documents relating to such exercise in accordance with the directions of the Relevant Employee;
 - (B) give the Relevant Employee full unconditional and irrevocable authority to sell such Shares on behalf of the trustees or Family Member (as the case may be) on an Exit;

- (C) provide such evidence of identity as the Company and the Investors may require for anti-money laundering procedures;
 - (D) execute a deed of adherence to the Investment Agreement in a form satisfactory to the Investor Majority; and
 - (E) enter into such security arrangements (including the execution of a share pledge and/or signed but undated transfer instruments) as the Investor Majority may reasonably require;
- (b) any Shareholder who is a trustee of a Family Trust of a Relevant Employee may at any time transfer any Share which he holds in that capacity to:
 - (i) the new or remaining trustees of the Family Trust upon any change of trustees;
 - (ii) the Relevant Employee or any Family Members of that Relevant Employee on their becoming entitled to the same under the terms of the Family Trust;
 - (iii) provided always that the provisions of Article 13 1(a) (i) and (ii) shall apply to any such transfer;
- (c) any Shareholder who is a trustee of an Employee Trust may at any time transfer any Share which he holds in that capacity to:
 - (i) the new or remaining trustees of the Employee Trust upon any change of trustees; and
 - (ii) any beneficiary of the Employee Trust;
- (d) any Shareholder who is an Investor or any person who holds Shares as a nominee, custodian or trustee or otherwise on behalf of an Investor may at any time transfer any Share to:
 - (i) another Investor;
 - (ii) any Investor Associate of that Investor;
 - (iii) the beneficial owner of the Shares;
 - (iv) any director or employee of any member of the Group;
 - (v) on a distribution in kind or otherwise under the relevant partnership agreement or trust deed or other constitutional document(s) of a Fund, the partners of a limited partnership or to the holders of units in a unit trust or to the shareholders of, participants in, or holders of any other interest in, any Fund; or
 - (vi) any co-investment scheme, being a scheme under which certain officers, employees, members or partners of an Investor or its adviser, manager, operator, nominee or any member of its Investor Group are entitled or required (as individuals or through a Fund or any other vehicle) to acquire Shares ("Co-Investment Scheme");
- (e) any Shareholder holding Shares as a result of a transfer made after the date of the adoption of these Articles by a person in relation to whom such

Shareholder was a permitted transferee under the provisions of this Article may at any time transfer any Share to the person who originally transferred such Shares (or to any other permitted transferee of such original transferor);

- (f) any B Ordinary Shareholder may transfer any B Shares to any member of the Unipart Group; and
- (g) any Shareholder (other than a holder of A Ordinary Shares) may transfer any B Ordinary Shares or C Ordinary Shares to any person with the prior written consent of the holders of the Investor Majority.

13.2 Subject to Article 12.3, the Company shall be obliged to register any transfer made pursuant to the above provisions.

13.3 Where any Shareholder holding B Ordinary Shares or C Ordinary Shares as a result of a transfer made after the date of the adoption of these Articles by a person in relation to whom such Shareholder was a permitted transferee ceases to be such a permitted transferee, the Shareholder shall immediately transfer all such B Ordinary Shares or C Ordinary Shares to the person who originally transferred such B Ordinary Shares or C Ordinary Shares or to any other permitted transferee of such original transferor (a "Transfer Back") and prior to such Transfer Back occurring the provisions of Article 12.3 shall apply.

14 Leavers

14.1 The provisions of this Article shall apply to any Leaver and to any Leaver's Shares

14.2 Subject to Article 14.7, within the period commencing on the relevant Leaving Date and expiring at midnight on the first anniversary of such date (the "Final Leaving Date"), the Investors may direct the Company by an Investor Direction immediately to serve a notice (which may be served on one or more occasions if the first and subsequent notices do not relate to all of the Leaver's Shares) on the Leaver notifying him that he is, with immediate effect, deemed to have offered such number of his Shares to any of the following person(s) as may be specified by the Board (a "Sale Notice"):

- (a) any existing employee or future employee of any Group Company or any nominee or other person pending allocation to an existing or future employee of any Group Company,
- (b) any Employee Trust;
- (c) the Company; or
- (d) the holders of the Shares (excluding any holder of Shares who is at that time a Leaver) on a pro-rata basis (excluding any holder of Shares who is at that time a Leaver) to their shareholding in the Shares on the Leaving Date

14.3 On receipt of such Sale Notice the relevant Leaver shall be obliged forthwith to transfer, at the Sale Price as determined in accordance with Article 14.5, such number of his Leaver's Shares to the person(s) specified in the Sale Notice. Completion of the sale and purchase of the Leaver's Shares in accordance with the Sale Notice shall take place within 5 Business Days of the date of the Sale Notice or where there is a dispute as to the Fair Price, within 5 Business Days of the date on which the Fair Price has been agreed in accordance with this Article 14, whereupon

the Leaver shall transfer the relevant Leaver's Shares to the person(s) specified in the Sale Notice and deliver the relevant Share certificates against payment of the Sale Price for such Shares.

- 14.4 Save in the case of an acquisition of Leaver's Shares by the Company, if the Leaver defaults in transferring any Leaver's Shares pursuant to Articles 14.2 and 14.3, the Company may receive the relevant purchase money and may nominate some person to execute an instrument of transfer of such Leaver's Shares in the name and on behalf of the Leaver and thereafter, when such instrument has been duly stamped (if required), the Company shall cause the name of the proposed transferee to be entered in the register of members as the holder of such Leaver's Shares and shall hold the purchase money on trust (without interest) for the Leaver. The receipt of the Company for the purchase money shall be a good discharge to the proposed transferee (who shall not be bound to see to the application thereof) and, after his name has been so entered in the register of members, the validity of the proceedings shall not be questioned by any person. In the case of an acquisition of Leaver's Shares by the Company, if the Leaver defaults in transferring any Leaver's Shares pursuant to Articles 14.2 and 14.3, the Company may nominate some person to execute an instrument of transfer of such Leaver's Shares in the name and on behalf of the Leaver and thereafter, when such instrument has been duly stamped (if required), the Company shall cause such share capital to be cancelled in accordance with the Act, and shall hold the purchase money on trust (without interest) for the Leaver.

14.5 In these Articles.

- (a) a Shareholder shall be deemed to be a **"Good Leaver"** in circumstances where the relevant person ceases to be a Relevant Employee, but is not a Bad Leaver,
- (b) a Shareholder shall be deemed to be a **"Bad Leaver"** in circumstances where the relevant person ceases to be a Relevant Employee:
 - (i) where he voluntarily resigns from employment with the Company or Group Company within three years after the Adoption Date; or
 - (ii) where the Company or other Group Company terminates his employment summarily; or
 - (iii) where he material breaches his service agreement or contract for services with the Company or any Group Company and such breach is not remedied within a reasonable time period (to the extent it is capable of remedy) or is not capable of remedy;
- (c) the **"Sale Price"** shall be:
 - (i) in the case of a Bad Leaver, the lower of Fair Price and the Issue Price;
 - (ii) in the case of a Good Leaver, be:
 - (A) prior to the second anniversary of the Adoption Date, the higher of (i) the Issue Price of the Leaver's Shares minus any distributions made on the Leaver's Shares, and (ii) 25% of the Fair Price of the Leaver's Shares;

- (B) on or after the second anniversary of the Adoption Date and prior to the fourth anniversary of the Adoption Date, the higher of (i) the Issue Price of the Leaver's Shares minus any distributions made on the Leaver's Shares, and (ii) 50% of the Fair Price of the Leaver's Shares; or
 - (C) after the fourth anniversary of the Adoption Date, the higher of (i) the Issue Price of the Leaver's Shares minus any distributions made on the Leaver's Shares, and (ii) 80% of the Fair Price of the Leaver's Shares;
 - (iii) in the case of a Leaver who is neither a Good Leaver nor Bad Leaver, the Fair Price;
 - (d) the "Fair Price" shall be such price as the transferor and the Company shall agree within 10 Business Days of the date of the deemed Sale Notice or, failing such agreement, such price as the Auditors (or, if the Auditors are unable or unwilling to act for any reason an Independent Expert jointly appointed by the Leaver and the Investor) shall determine pursuant to Article 14.6.
- 14.6 If the Fair Price falls to be determined by the Auditors (which expression shall, for the purposes of this Article 14.6, be deemed to include a reference to the Independent Expert if the Auditors are unable or unwilling to act):
- (a) the Company shall immediately instruct the Auditors to determine the Fair Price on the basis which, in their opinion, represents a fair price for the Leaver's Shares at the Leaving Date as between a willing seller and a willing buyer and on a going concern basis (provided that this is the case) and, in making such determination, the Auditors shall take into account:
 - (i) the economic rights attaching to the Leaver's Shares and, in particular the fact that the Shares are not quoted on any Recognised Stock Exchange,
 - (ii) the group turnover, future and actual cash generation, current and future profitability and growth prospects of the Group;
 - (iii) any unencumbered and freely transferable cash balances and marketable securities owned by the Company and any other Group Company;
 - (iv) all borrowings, guarantees and any other actual or contingent liabilities of the Company and any other Group Company;
 - (v) the value and existence of any minority interests in any Group Company;
 - (vi) the market value of other companies of a similar size operating in similar markets in Europe to the Company;
 - (vii) the initial purchase price or subscription price of the Leaver's Shares (which shall be deemed to have been the Fair Price as at the date of such purchase or subscription),
- but shall take no account of:

- (viii) whether the Leaver's Shares comprise a majority or minority interest in the Company; or
 - (ix) the fact that the transferability of the Leaver's Shares is restricted by these Articles;
 - (b) the Auditors shall certify the Fair Price as soon as possible after being instructed by the Company and, in so certifying, the Auditors shall be deemed to be acting as experts and not as arbitrators and the Arbitration Act 1996 shall not apply;
 - (c) the certificate of the Auditors shall, in the absence of manifest error, be final and binding; and
 - (d) the Company shall procure that any certificate required hereunder is obtained with due expedition and the cost of obtaining such certificate shall be borne by the Company unless (i) such an arrangement would not be permitted by the Act or (ii) where the Fair Price as determined by the Auditors is less than 110% of the price (if any) which the Company had previously notified to the Leaver as being in its opinion the Fair Price (or, if the price which the Company had previously notified was zero, the Fair Price as determined is not more than 10% of the Issue Price of such Shares), in which event the cost shall be borne by the Leaver.
- 14.7 Where any Shares ("Further Leaver Shares") are acquired by a Leaver after the Final Leaving Date, the provisions of this Article 14 shall be deemed to apply to such Further Leaver Shares on the same terms (including as to price per Share) as if they were Leaver Shares, save that for these purposes the Final Leaving Date shall be deemed to be the first anniversary of the date on which the Leaver acquires the Further Leaver Shares.
- 14.8 Following the giving of a Sale Notice pursuant to this Article 14, any Shares registered in the name of the Leaver shall, until such Shares have been transferred in accordance with this Article 14, not have any rights under Article 11 nor confer the right to receive notice of, attend or vote at any general meeting of the Company or of that class of Shares or any written resolution of the Company or any written resolution or written consent of that class of Shares and such Shares shall not be counted in determining the total number of votes which may be cast at any such meeting or on any such written resolution or written consent of any members or class of Members.
- 15 Drag Along**
- 15.1 In these Articles a "Qualifying Offer" shall mean a bona fide offer in writing on arm's length terms which is made by or on behalf of any person (the "Offeror"), and which is communicated to any one or more of the Shareholders, and is for all of the Shares not already owned by the Offeror or persons connected or acting in concert with the Offeror.
- 15.2 Subject to Articles 8, 15.9 and 15.10, the Qualifying Offer shall set out the consideration payable under it, which shall:
- (a) be equal to the highest consideration offered to each Accepting Shareholder for each Share of the same class; and

- (b) subject to Article 15.3, be in the same form as that offered for each Share of the same class, shall be paid, issued or satisfied (as the case may be) at the same time as the consideration is paid, issued or satisfied (as the case may be) for each Share of the same class and shall be subject to the same payment terms.
- 15.3 For the purposes of Article 15.2 “**consideration**” shall (unless, and to the extent, otherwise directed by Investor Direction) exclude any consideration in the form of any share, debt instrument or other security in the capital of the Offeror or any member of the same group of companies as the Offeror (the “**Offeror Group**”) provided that, if such form of consideration is to be excluded, the Qualifying Offer comprises an alternative consideration for each Share which is of equivalent value to such consideration.
- 15.4 If the Investor Majority (the “**Accepting Shareholders**”) has indicated in writing that they wish to accept the Qualifying Offer, then the provisions of this Article 15 shall apply.
- 15.5 The Accepting Shareholders may give written notice (a “**Drag Notice**”) to the remaining holders of Shares (the “**Other Shareholders**”) of their wish to accept the Qualifying Offer and the Other Shareholders shall thereupon become bound to accept the Qualifying Offer and to transfer their Shares to the Offeror (or his nominee) with full title guarantee on the date specified by the Accepting Shareholders.
- 15.6 If the Offeror has also agreed to purchase other classes of shares in the Company and/or Loan Stock from the Accepting Shareholders, to the extent that some or all of the Other Shareholders hold other classes of shares in the Company and/or Loan Stock the Drag Notice may also require each of the Other Shareholders to transfer all of the other classes of shares in the Company and Loan Stock held by them to the Offeror at such consideration as is equal to the highest consideration offered for each such share or Loan Note (as applicable) by the Offeror to the Accepting Shareholders. The relevant provisions of this Article 15 shall apply to the other classes of shares in the Company and Loan Stock held by the Other Shareholders and references to any Other Shareholder’s Shares shall be construed accordingly (with such other amendments made to the relevant provisions of this Article 15 as are necessary).
- 15.7 If any Other Shareholder shall not, within 5 Business Days of being required to do so, execute and deliver transfers in respect of the Shares held by him and deliver the certificate(s) in respect of the same (or a suitable indemnity in lieu thereof), then any Accepting Shareholder shall be entitled to execute, and shall be entitled to authorise and instruct such person as he thinks fit to execute, the necessary transfer(s) and indemnities on the Other Shareholder’s behalf and against receipt by the Company (on trust for such Shareholder) of the consideration payable for the relevant Shares, to deliver such transfer(s) and certificate(s) or indemnities to the Offeror (or his nominee) and to register such Offeror (or his nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person
- 15.8 If any Shares are issued by the Company at any time after the date of the Drag Notice (the “**Further Shares**”) (whether pursuant to the exercise of options or warrants or otherwise), the Accepting Shareholders shall be entitled to serve an additional Drag Notice (a “**Further Drag Notice**”) whereupon the holders of such Further Shares shall become bound to transfer their Further Shares to the offeror

(or his nominee) with full title guarantee on the date specified in the Further Drag Notice and for the same consideration payable under the Qualifying Offer and Article 15.2. The provisions of Articles 15.6 (and to the extent directed by Investor Direction) Articles 15.6 and 15.7 shall apply mutatis mutandis to any transfer of Shares under this Article 15.8.

- 15.9 Each Other Shareholder shall pay its/his pro rata share calculated by reference to the number of Shares held by each Shareholder (as a deduction from the gross pre-tax proceeds to be received, without prejudice to any other deductions lawfully required to be made) of the costs incurred by the Accepting Shareholders in connection with the Qualifying Offer and the transfer of Shares to the extent that such costs can reasonably be demonstrated to have been incurred on behalf of the Accepting and Other Shareholders.
- 15.10 The provisions of Article 8 shall apply to a Sale under this Article 15.

16 Tag Along

- 16.1 Other than pursuant to Articles 13, 14 and 15, if at any time one or more of the holders of the A Ordinary Shares or B Ordinary Shares or (the “**Proposed Sellers**”) propose to sell to any person, in one or a series of related transactions, all or part of their A Ordinary Shares or B Ordinary Shares (a “**Proposed Sale**”), the Proposed Sellers shall give written notice to the other holders of Shares of any Proposed Sale at least 10 Business Days prior to the proposed date of completion thereof. Such notice shall set out, to the extent not described in any accompanying documents, the identity of the proposed buyer (the “**Proposed Buyer**”), the sale price and other terms and conditions of payment, the proposed date of sale and the number of Shares to be acquired by the Proposed Buyer.
- 16.2 Subject to Article 16.5 below, the Proposed Sale may not be completed unless the Proposed Buyer has unconditionally offered to buy all or, if the Proposed Sale is of fewer than all of the Proposed Sellers’ Shares, the same proportion of the Shares as the Shares proposed to be sold by the Proposed Sellers bears to the total holding of Shares of such Proposed Sellers’ Shares (other than any Shares already owned by the Proposed Buyer or persons connected or acting in concert with him), on the following terms:
- (a) the consideration to be paid, issued or satisfied (as the case may be) for each Share shall be equal to the highest consideration offered for each A Ordinary Share or B Ordinary Share or C Ordinary Share (as the case may be) pursuant to the Proposed Sale; and
 - (b) subject to Article 16.4, the consideration shall be in the same form as that offered for the A Ordinary Shares or B Ordinary Shares or C Ordinary Shares (as the case may be) pursuant to the Proposed Sale, shall be paid, issued or satisfied (as the case may be) at the same time and shall be subject to the same payment terms as apply to the Proposed Sale.
- 16.3 Such offer shall remain open for acceptance for not less than 21 days.
- 16.4 For the purposes of Article 16.2, “**consideration**” shall (unless, and to the extent, otherwise directed by Investor Direction) exclude any consideration in the form of any share, debt instrument or other security in the capital of the Proposed Buyer or any member of the same group of companies as the Proposed Buyer (the “**Buyer Group**”) provided that, if such form of consideration is to be excluded, an

alternative consideration for each A Ordinary Share, B Ordinary Share or C Ordinary Share (as the case may be) is offered which is of equivalent value to such excluded consideration.

- 16.5 If the Proposed Buyer has also agreed to purchase other classes of shares in the Company and/or Loan Stock from the Proposed Sellers pursuant to the Proposed Sale, to the extent that some or all of the Shareholders other than the Proposed Sellers (“**Tagging Shareholders**”) hold other classes of shares in the Company and/or Loan Stock, the Proposed Buyer must also offer to acquire (at such consideration per Loan Note as is equal to the highest consideration per other classes of shares in the Company such shares or Loan Note (as applicable) offered to the Proposed Sellers pursuant to the Proposed Sale) such proportion of the other classes of shares in the Company or Loan Stock (as applicable) held by the Tagging Shareholders as the proportion of such shares or Loan Stock to be transferred by the Proposed Sellers bears to the total number of other classes of shares in the Company or Loan Stock held by the Proposed Sellers prior to the transfer. The relevant provisions of this Article 16 shall apply to the other classes of shares in the Company and Loan Stock held by Tagging Shareholders and references to any Tagging Shareholder’s Shares shall be construed accordingly (with such other amendments made to the relevant provisions of this Article 16 as are necessary).
- 16.6 The provisions of Articles 16.1 and 16.2 shall not apply to any Proposed Sale which is a Permitted Transfer under Article 13, any transfer in accordance with Article 14 or any Proposed Sale which is to take place pursuant to a Qualifying Offer under Article 15.
- 16.7 Each Shareholder who is not a Proposed Seller shall pay its/his pro rata share calculated by reference to the number of Shares held by each Shareholder (as a deduction from the gross pre-tax proceeds to be received, without prejudice to any other deductions lawfully required to be made) of the costs incurred by the Proposed Sellers in connection with the Proposed Sale and the transfer of Shares to the extent that such costs can reasonably be demonstrated to have been incurred on behalf of all the Shareholders.

17 Proceedings of Shareholders

- 17.1 Subject to Article 17.2, no business shall be transacted at any general meeting unless a quorum of Shareholders is present at the time when the meeting proceeds to business. Two persons entitled to vote upon the business to be transacted, one being an Investor or a proxy for the Investor and the other being a B Ordinary Shareholder or a proxy for a B Ordinary Shareholder, shall be a quorum.
- 17.2 If within 30 minutes from the time appointed for a general meeting a quorum is not present, the meeting shall be adjourned to such other place, date and time as the Investor Majority shall determine. Each Shareholder not present or represented at the meeting shall be notified by the Company by any form of notice in writing of the date, time and place of the adjourned meeting. If at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting, an Investor, if present or duly represented, shall constitute a quorum or, if no Investor is present or duly represented, the meeting shall be dissolved.
- 17.3 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded at any general meeting by the chairman, or by any Shareholder present in person or by

proxy and entitled to vote or by a duly authorised representative of a corporation which is a Shareholder entitled to vote.

- 17.4 When a poll has been demanded it shall be taken immediately following the demand and in such manner as the chairman of the meeting directs, but a demand for a poll may be withdrawn if

- (a) the poll has not yet been taken; and
- (b) the chairman of the meeting consents to the withdrawal

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

- 17.5 The chairman of the meeting may appoint scrutineers (who need not be members) and decide how and when the result of the poll is to be declared.

- 17.6 The provisions of these Articles relating to general meetings of the Company or to the proceedings thereat shall, with the necessary changes being made, apply to every separate meeting of the holders of any class of Share, except that the necessary quorum shall be two persons holding or representing by proxy at least one third in nominal amount of the issued shares of that class.

18 Proxies

- 18.1 A member may appoint another person as his proxy to exercise all or any of his rights to attend and to speak and to vote (both on a show of hands and on a poll) on a resolution or amendment of a resolution, or on other business arising, at a meeting or meetings of the Company. A member may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by the member.

- 18.2 An instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Board must be delivered to the registered office of the Company:

- (a) in the case of a general meeting or an adjourned meeting, not less than 48 hours before the time appointed for the holding of the meeting or to the place of the meeting at any time before the time appointed for the holding of the meeting; and
- (b) subject to Article 17.5, in the case of a proxy notice given in relation to a poll, before the end of the meeting at which the poll was demanded.

In calculating when a proxy notice is to be delivered, no account is to be taken of any part of a day that is not a Business Day. A notice revoking the appointment of a proxy must be given in accordance with the Act.

- 18.3 The termination of the authority of a person to act as proxy or as the duly authorised corporate representative of a member does not affect whether he counts in deciding whether there is a quorum at a meeting, the validity of anything he does as chairman of a meeting, the validity of a poll demanded by him at a meeting or the validity of a vote given by that person unless notice of the termination is given in writing by or on behalf of the member by whom or on whose behalf the corporate representative was appointed or the proxy notice was given and is received by the Company at its registered office or, in the case of a proxy,

the proxy notification address one hour before the start of the general meeting or adjourned meeting to which it relates.

19 Directors

- 19.1 The Company must have not less than two Directors but there shall be no maximum number of Directors.
- 19.2 Without prejudice to their rights under these Articles or as a matter of law, on the Original Adoption Date the Investor Majority may appoint and maintain in office up to two Directors (be they executive or non-executive directors). Without prejudice to any other rights the Investor Majority may have under these Articles or as a matter of law, the Investor Majority are entitled, from time to time at any time after the Original Adoption Date, to appoint to, and remove from, the Board and the board of directors of any Group Company and any committee thereof such number of directors (other than the B Director) as they may direct (whether executive or non-executive) and upon removal to appoint other people in their place.
- 19.3 Without prejudice to its rights under the Articles or as a matter of law, the B Ordinary Shareholder Majority may appoint and maintain in office up to two non-executive B Directors.
- 19.4 Unless otherwise agreed in writing by the Shareholders, any appointment or removal of a Director under Article 19 shall take effect at the time when notice in writing of the appointment or removal, signed by or on behalf of the Shareholder making the appointment or effecting the removal, is lodged at the Company's registered office (marked for the attention of the Secretary) or produced to a meeting of the Directors.
- 19.5 No Director shall be appointed otherwise than as provided in these Articles. Model Article 17(1) does not apply

20 Directors' Written Resolution

- 20.1 A proposed Directors' written resolution is adopted when all the Directors who would have been entitled to vote on the resolution at a Directors' meeting have signed one or more copies of it or have otherwise indicated their agreement to it in writing, provided that those Directors would have formed a quorum at such a meeting. A Director indicates his agreement in writing to a proposed Directors' written resolution when the Company receives from him an authenticated document identifying the resolution to which it relates and indicating the Director's agreement to the resolution, in accordance with section 1146 of the Act. Once a Director has so indicated his agreement, it may not be revoked
- 20.2 A written resolution signed by an alternate director (or to which an alternate director otherwise indicates his agreement in writing) need not also be signed by his appointor and, if it is signed by his appointor (or his appointor otherwise indicates his agreement to it in writing), it need not be signed by the alternate director in that capacity.
- 20.3 A director may sign or otherwise indicate his agreement to the written resolution before or after the time by which the notice proposed that it should be adopted.

- 20.4 Once a Directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a Directors' meeting in accordance with these Articles

21 Proceedings of Directors

General

- 21.1 Subject to the provisions of these Articles and to any agreement from time to time between the Shareholders, the Directors may regulate their proceedings as they think fit.
- 21.2 Subject to Articles 21.3 and 22.1, the quorum for the transaction of business at any meeting of the Directors shall be one Investor Director (if in office) and one B Director.
- 21.3 If within 30 minutes from the time appointed for a Board meeting a quorum is not present, the meeting shall be adjourned to such other place, date and time as the Investor shall determine. Each Director not present at the original meeting shall be notified by the Company by any form of notice in writing of the date time and place of the adjourned meeting. If at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting, an Investor Director present shall constitute a quorum, or if no such directors are present, the meeting shall be dissolved. For the purposes of this Article 21, a Director shall be considered to be "present" and/or to "attend" a meeting if he participates by way of telephone or video conferencing or appoints an alternate who attends or participates by telephone or video conferencing.
- 21.4 The Investor Directors shall be entitled to appoint a Chairman for any meeting of the Directors or of any committee of the Directors. The Chairman of the Directors and of each committee of the Directors shall have a second or casting vote in the case of an equality of votes.
- 21.5 All business arising at any meeting of the Directors or of any committee of the Directors shall be determined only by resolution and no such resolution shall be effective unless carried by a majority of the Directors present
- 21.6 Where a decision of the Directors is taken by electronic means, that decision must be recorded in permanent form, so that it may be read with the naked eye.

22 Directors' Interests

- 22.1 Notwithstanding any provision of these Articles or otherwise, each B Director may be asked by the Chairman or an Investor Director to absent himself from any meeting while discussions relating to any Commercial Agreement ("**Sensitive Matter**") are held and such B Directors shall not count in the quorum (and in such instance quorum requirements shall be adjusted appropriately) or have any right to vote in relation to any matter relating to any Sensitive Matter.
- 22.2 Notwithstanding any other provision in these Articles or otherwise, unless the Investor Majority determines in writing otherwise, the Company shall not provide any information or documentation containing any information relating to a Sensitive Matter to any B Ordinary Shareholder (not required to be provided by the terms of any Commercial Agreement) or B Director or shall provide (where possible) redacted information or documentation not including information relating to a Sensitive Matter

- 22.3 If a situation arises or exists in which a Director has or could have a Situational Conflict, without prejudice to the provisions of Articles 22.1 or 22.5 to 22.8, the Director concerned, or any other Director, may propose to the Board that such Situational Conflict be authorised, such proposal to be made in writing and delivered to the other Directors or made orally at a meeting of the Board, in each case setting out particulars of the Situational Conflict in question. Subject to the Act, the Directors may authorise such Situational Conflict and the continuing performance by the relevant Director of his duties as a Director of the Company on such terms as they may think fit. If a Situational Conflict is not authorised in accordance with this Article 22.3 or Articles 22.5 to 22.8, the Director with the Situational Conflict shall not count in the quorum (and in such instance quorum requirements shall be adjusted appropriately), or have any right to vote in relation to any matter relating to any Situational Conflict or be entitled to receive documentation containing any information relating to a Situational Conflict (but, for the avoidance of doubt such a Director may receive (where possible) redacted information or documentation not including information relating to the Situational Conflict).
- 22.4 The relevant Director shall not be counted in the quorum at the relevant meeting of the Directors to authorise such Situational Conflict nor be entitled to vote on the resolution authorising it. If the relevant Director is a sole Investor Director, for the purposes of any part of the meeting of the Directors at which a resolution authorising the relevant Situational Conflict pursuant to section 175(4)(b) of the Act is to be considered, the quorum requirement for such part of the meeting shall be any two Directors, neither of whom have any interest in the matter.
- 22.5 Subject to compliance by him with his duties as a Director under Part X of the Act (other than the duty in section 175(1) of the Act which is the subject of this Article 22.5), a Director (including the chairman of the Company (if any) and any other non-executive Director) may, at any time:
- (a) be an officer of, employed by, or hold Shares or other securities (whether directly or indirectly) in, the Company; or
 - (b) be a director or other officer of, employed by or hold shares or other securities (whether directly or indirectly) in, or otherwise be interested, whether directly or indirectly, in any other Group Company,
- (in either case a “Group Company Interest”) and notwithstanding his office or the existence of an actual or potential conflict between any Group Company Interest and the interests of the Company which would fall within the ambit of that section 175(1), the relevant Director:
- (c) shall be entitled to attend any meeting or part of a meeting of the Directors or a committee of the Directors at which any matter which may be relevant to the Group Company Interest may be discussed, and to vote on any resolution of the Directors or a committee thereof relating to such matter, and any board papers relating to such matter shall be provided to the relevant Director at the same time as the other Directors (save that a Director may not vote on any resolution in respect of matters relating to his employment with the Company or other Group Company),
 - (d) shall not be obliged to account to the Company for any remuneration or other benefits received by him in consequence of any Group Company Interest; and

- (e) will not be obliged to disclose to the Company or use for the benefit of the Company any confidential information received by him by virtue of his Group Company Interest and otherwise than by virtue of his position as a Director, if to do so would breach any duty of confidentiality to any other Group Company or third party.

22.6 Subject to compliance by him with his duties as a Director under Part X of the Act (other than the duty in section 175(1) of the Act to the extent that it is the subject of this Article 22.6), each Investor Director may be a director or other officer of, employed by, hold shares or other securities in, or otherwise be interested, whether directly or indirectly, in:

- (a) any Investor, Investor Associate, or other entity which, directly or indirectly, holds Shares in the Company (a “Relevant Investor”) and as such the Investor Director may, on behalf of the Investor, give or withhold any consent or give any direction required of any Investor or Investors pursuant to the terms of any subscription, investment or shareholders’ agreement relating to the Company, or of any similar agreement or document ancillary to such an agreement; or
- (b) any other company in which a Relevant Investor also holds shares or other securities or is otherwise interested, whether directly or indirectly,

(in either case an “Investor Director Interest”), and notwithstanding his office or the existence of an actual or potential conflict between any Investor Director Interest and the interests of the Company which would fall within the ambit of section 175(1) of the Act the relevant Investor Director:

- (c) shall be entitled to attend any meeting or part of a meeting of the Directors or a committee of the Directors at which any matter which may be relevant to the Investor Director Interest may be discussed, and to vote on a resolution of the Directors or a committee thereof relating to such matter, and any board papers relating to such matter shall be provided to the relevant Investor Director at the same time as other Directors;
- (d) shall not be obliged to account to the Company for any remuneration or other benefits received by him in consequence of any Investor Director Interest;
- (e) shall be entitled to consult freely about the Group and its affairs with, and to disclose, for investment appraisal purposes, Confidential Information to, any Investor, Investor Associate, or proposed investor in the Group or any other person on whose behalf it is investing in the Group, and to the Group’s auditors, lenders and proposed lenders (or with and to any of its or their professional advisers); and
- (f) will not be obliged to disclose to the Company or use for the benefit of the Company any other confidential information received by him by virtue of his Investor Director Interest and otherwise than by virtue of his position as a Director

22.7 Subject to compliance by him with his duties as a Director under Part X of the Act (other than the duty in section 175(1) of the Act to the extent that it is the subject of this Article 22.7), each B Director may be a director or other officer of, employed by, hold shares or other securities in, or otherwise be interested, whether directly or indirectly, in.

- (a) any entity which, directly or indirectly, holds Shares in the Company (a “B Investor”); or
- (b) any other company in which a B Investor also holds shares or other securities or is otherwise interested, whether directly or indirectly,

(in either case a “B Director Interest”), and notwithstanding his office or the existence of an actual or potential conflict between any B Director Interest and the interests of the Company which would fall within the ambit of section 175(1) of the Act the relevant B Director:

- (c) shall be entitled to attend any meeting or part of a meeting of the Directors or a committee of the Directors at which any matter which may be relevant to the B Director Interest may be discussed, and to vote on a resolution of the Directors or a committee thereof relating to such matter, and any board papers relating to such matter shall be provided to the relevant B Director at the same time as other Directors;
- (d) shall not be obliged to account to the Company for any remuneration or other benefits received by him in consequence of any B Director Interest;
- (e) shall be entitled to consult freely about the Group and its affairs with, and to disclose, for investment appraisal purposes, Confidential Information to, any B Investor or proposed investor in the Group or any other person on whose behalf it is investing in the Group, and to the Group’s auditors, lenders and proposed lenders (or with and to any of its or their professional advisers);
- (f) for the purposes of facilitating an Exit, shall be entitled to disclose any Confidential Information to any proposed purchaser, underwriter, sponsor or broker, subject to the relevant B Director using his reasonable endeavours to procure that any such recipient is made aware that it is Confidential Information and agrees to treat it accordingly; and
- (g) will not be obliged to disclose to the Company or use for the benefit of the Company any other confidential information received by him by virtue of his B Director Interest and otherwise than by virtue of his position as a Director.

22.8 For the purposes of Articles 22.5 to 22.7, the expression “**confidential information**” shall mean all information (whether oral or recorded in any medium) relating to any Group Company’s business, financial or other affairs (including future plans of any Group Company) which is treated by a Group Company as confidential (or is marked or is by its nature confidential).

Without prejudice to Articles 22.5 to 22.7, any Director who has a Group Company Interest, any Investor Director who has an Investor Director Interest and any B Director who has a B Director Interest shall, as soon as reasonably practicable following the relevant Interest arising, disclose to the Board the existence of such Interest and the nature and extent of such Interest so far as the relevant Investor Director or other Director is able at the time the disclosure is made PROVIDED that no such disclosure is required to be made of any matter in respect of which the relevant Investor Director, B Director or other Director owes any duty confidentiality to any third party. A disclosure made to the Board under this Article 22.8 may be made either at a meeting of the Board or by notice in writing to the Company marked for the attention of the Directors.

22.9 Notwithstanding the provisions of Articles 22.1, 22.5, 22.6 and 22.7, the Investor Majority from time to time may, at any time, by notice in writing to the Company, authorise, on such terms as they shall think fit and shall specify in the notice:

- (a) any Situational Conflict which has been notified under Article 22.3;
- (b) any Situational Conflict which has been notified under Article 22.3 and which arises by virtue of his appointment or proposed appointment as a director or other officer of, and/or his holding of shares or other securities (whether directly or indirectly) in, any company other than a Group Company; or
- (c) any Group Company Interest or Investor Director Interest which has been disclosed to the Board under Articles 22.5 to 22.7,

(whether or not the matter has already been considered under, or deemed to fall within, Article 22.1, 22.5, 22.6 or 22.7, as the case may be).

22.10 No contract entered into shall be liable to be avoided by virtue of:

- (a) any Director having an interest of the type referred to in Article 22.3 where the relevant Situational Conflict has been approved as provided by that Article or which is authorised pursuant to Article 22.9;
- (b) any Director having a Group Company Interest which falls within Article 22.5 or which is authorised pursuant to Article 22.9; or
- (c) any Investor Director having an Investor Director Interest which falls within Article 22.5 or which is authorised pursuant to Article 22.8

22.11 The provisions of Articles 22.3 to 22.10 shall not apply to Transactional Conflicts but the following provisions of this Article 22.11 and Article 22.12 shall so apply. Any Director may be interested in an existing or proposed transaction or arrangement with the Company provided that he complies with the Act and (if applicable) Articles 22.12 and 22.13.

22.12 Subject to the provisions of the Act, and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a director notwithstanding his office:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
- (c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

22.13 For the purposes of Article 22.12:

- (a) a general notice given to the Directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified, and
- (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

22.14 Without prejudice to the obligation of each Director to declare an interest in accordance with the Act, a Director may vote at a meeting of the Board or of a committee of the Board on any resolution concerning a matter in which he has an interest, whether direct or indirect, which relates to a transaction or arrangement with the Company, or in relation to which he has a duty. Having so declared any such interest or duty he may have, the Director shall be counted in the quorum present when any such resolution is under consideration and if he votes on such resolution his vote shall be counted.

23 Appointment and Removal of Directors

23.1 Any person who is willing to act as a director and is permitted by law to do so may be appointed as a director of the Company either

- (a) by ordinary resolution of the members, or
- (b) by a resolution of the Board.

23.2 In addition, the Investor Majority shall be entitled at any time to appoint any person or persons to the Board, and to remove any Director (other than the B Director) from the Board for any reason whatsoever, and to appoint another person or persons in his place. Each such appointment and removal shall be made by notice in writing served on the Company and shall take effect on the date specified in the notice.

24 Retirement by Rotation

The Directors shall not be liable to retire by rotation.

25 Executive Office

Subject to the Act, the Directors, with an Investor Consent, may appoint one or more of their number to the office of managing director or to any other executive office of the Company and may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the Directors, with an Investor Consent, determine and they may remunerate any such Directors for his services as they, with an Investor Consent, think fit. Any appointment of a Director to an executive office shall determine if he ceases to be a Director but without prejudice to any claim for damages he may have for breach of the contract of service between the Director and the Company.

26 Company Secretary

Subject to the Act, the company secretary (if any) shall be appointed by the Directors for such term at such remuneration and upon such conditions as they may think fit, and any company secretary so appointed may be removed by the Directors.

27 Indemnity and Insurance

27.1 Subject to, and on such terms as may be permitted by the Act, the Company may:

(a) indemnify, out of the assets of the Company, any director of the Company or any associated company against all losses and liabilities which he may sustain or incur in the performance of the duties of his office or otherwise in relation thereto (including, in respect of any director of either the Company or any associated company, where the Company or such associated company acts as trustee of a Pension Scheme, against liability incurred in connection with the relevant company's activities as trustee of such scheme);

(b) provide a Director with funds to meet expenditure incurred or to be incurred by him:

(i) at any time in defending any civil or criminal proceedings brought or threatened against him; or

(ii) in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority,

in either case in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or an associated company and the Company shall be permitted to take or omit to take any action or enter into any arrangement which would otherwise be prohibited under the Act to enable a Director to avoid incurring such expenditure;

(c) provide a director of any holding company of the Company with funds to meet expenditure incurred or to be incurred by him in:

(i) defending any civil or criminal proceedings brought or threatened against him, or

(ii) defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority,

in either case in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or an associated company and the Company shall be permitted to take or omit to take any action or enter into any arrangement which would otherwise be prohibited under the Act to enable such director to avoid incurring such expenditure; and

(d) purchase and maintain insurance for any Director or any director of any associated company against any liability attaching to any such person in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or any such associated company.

27.2 For the purpose of Article 27.1 above, a company will be "associated" with another if one is a subsidiary of the other or both are subsidiaries of the same body corporate as such terms are defined in the Act.

28 Overriding Provisions

The Company shall not pay any dividends on its Shares, redeem its Shares or purchase its Shares if to do so would cause the Company to be in breach of the provisions of any Financing Document or the Investment Agreement.

29 Notices

29.1 Subject to the specific terms of these Articles, any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Board or a committee thereof) shall be in writing.

29.2 Any Shareholder Communication may be served by the Company on, or supplied by the Company to, a Shareholder or other person personally or by sending it by first-class post in a pre-paid envelope or international overnight courier (in the case of Shareholders outside the United Kingdom) addressed to such Shareholder or other person at his postal address (as appearing in the Company's register of members in the case of Shareholders) or (except in the case of Excluded Notices and share certificates) by sending or supplying it in electronic form or by website communication in accordance with Articles 29.4 or 29.6. Excluded Notices shall be sent to or served upon the relevant person as required by these Articles in hard copy and delivered personally or sent by first-class post in a pre-paid envelope or international overnight courier (in the case of Shareholders outside the United Kingdom) and shall not be sent in electronic form.

29.3 In the case of a Shareholder Communication (including an Excluded Notice) sent by post to an address in the United Kingdom, proof that an envelope containing the communication was properly addressed, pre-paid and posted shall be conclusive evidence that it was sent and it shall be deemed to be given or received at the expiration of 48 hours after the envelope containing it was posted.

29.4 In the case of a Shareholder Communication (including an Excluded Notice) sent by international overnight courier to an address outside the United Kingdom, proof that an envelope containing the communication was properly addressed, pre-paid and sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least 5 Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider, shall be conclusive evidence that it was sent and it shall be deemed to be given or received at the expiration of 5 Business Days after the envelope containing it was posted.

29.5 Subject to the provisions of the Statutes, any Shareholder Communication (except an Excluded Notice or a share certificate) will be validly sent or supplied by the Company to a person if sent or supplied in electronic form provided that person has agreed (generally or specifically) (or, if the person is a company and is deemed by the Statutes to have agreed) that the communication may be sent or supplied in that form and:

- (a) the Shareholder Communication is sent in electronic form to such address as may for the time being be notified by the relevant person to the Company (generally or specifically) for that purpose or, if that relevant person is a company, to such address as may be deemed by a provision of the Statutes to have been so specified; and
- (b) that person has not revoked the agreement.

- 29.6 Subject to the provisions of the Statutes, any Shareholder Communication (except an Excluded Notice or a share certificate) will be validly sent or supplied by the Company to a person if it is made available by means of a website communication where that person has agreed, or is deemed by the Statutes to have agreed (generally or specifically) that the communication may be sent or supplied to him in that manner and:
- (a) that person has not revoked the agreement;
 - (b) the person is notified in a manner for the time being agreed for the purpose between the person and the Company of:
 - (i) the presence of the Shareholder Communication on the Company's website;
 - (ii) the address of that website; and
 - (iii) the place on that website where the Shareholder Communication may be accessed and how it may be accessed; and
 - (c) the Shareholder Communication continues to be published on the Company's website throughout the period specified in the Act, provided that if it is published on the website for part but not all of such period, the Shareholder Communication will be treated as published throughout that period if the failure to publish it throughout that period is wholly attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid.
- 29.7 When any Shareholder Communication is sent by the Company in electronic form, it shall be deemed to have been given on the same day as it was sent to the address supplied by the Shareholder, and in the case of the provision of a Shareholder Communication by website communication, it shall be deemed to have been received when it was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that it was available on the website pursuant to Article 29.6(b).
- 29.8 Where in accordance with these Articles a Shareholder or other person is entitled or required to give or send to the Company a notice in writing (other than an Excluded Notice), the Company may, in its absolute discretion, (or shall, if it is deemed to have so agreed by any provision of the Statutes) permit such notices (or specified classes thereof) to be sent to the Company in such electronic form and at such address as may from time to time be specified (or be deemed by the Statutes to be agreed) by the Company (generally or specifically) for the purpose, subject to any conditions or restrictions that the Board may from time to time prescribe (including as to authentication of the identity of the person giving or sending such notice to the Company).
- 29.9 A Shareholder who has not supplied to the Company either a postal or an electronic address for the service of notices shall not be entitled to receive notices from the Company. If, on three consecutive occasions, a notice to a Shareholder has been returned undelivered, such Shareholder shall not thereafter be entitled to receive notices from the Company until he shall have communicated with the Company and supplied in writing to the office a new postal or electronic address for the service of notices. For these purposes, a notice shall be treated as returned undelivered if the notice is sent by post and is returned to the Company (or its agents) or, if sent

in electronic form, if the Company (or its agents) receive(s) notification that the notice was not delivered to the address to which it was sent.

- 29 10 In the case of joint holders of a Share, all Shareholder Communications shall be sent or supplied to the joint holder who is named first in the register, and a Shareholder Communication so sent or supplied shall be deemed sent or supplied to all joint holders. Any provision of this Article 29 which refers to anything agreed, notified or specified by a member shall be deemed to have been validly agreed, notified or specified, notwithstanding any provisions of the Statutes, if agreed, notified or specified by only one and not all of the joint holders of any Shares held in joint names.

30 **Winding-Up**

On any Winding-Up, the liquidator may, with Investor Consent and any other sanction required by the Act, divide among the members in specie the whole or any part of the assets of the company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

-of-

Water Newco Holdings Limited

(Incorporated in England and Wales under
registered number 07738696)

(Adopted by Special Resolution passed on 5 April 2013)

Wragge&Co

Tel +44 (0)870 903 1000 Fax +44 (0)870 904 1099 mail@wragge.com www.wragge.com

CONTENTS

Clause	Heading	Page
Preliminary	1
1	Model Articles.....	1
2	Definitions and Interpretation.....	1
3	Private Company Status and Limited Liability ..	9
4	Share Capital... ..	9
5	Dividend Rights	10
6	Return of Capital Rights.....	10
7	Voting Rights... ..	10
8	Attribution of consideration for Shares on a Sale	11
9	Variation of Class Rights.....	12
10	All Shares to be Fully Paid	13
11	Share Issues	13
12	Prohibited Transfers	14
13	Permitted Transfers.....	16
14	Leavers.....	18
15	Drag Along.	21
16	Tag Along	23
17	Proceedings of Shareholders.	24
18	Proxies	25
19	Directors..	26
20	Directors' Written Resolution	26
21	Proceedings of Directors	27
22	Directors' Interests	27
23	Appointment and Removal of Directors.....	32
24	Retirement by Rotation	32
25	Executive Office.....	32
26	Company Secretary	32
27	Indemnity and Insurance	33
28	Overriding Provisions	34
29	Notices.....	34
30	Winding-Up... ..	36

PRELIMINARY

1 Model Articles

- 1.1 The articles of association of the Company (the “**Articles**”) shall comprise the provisions contained herein together with the provisions contained in the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2009/3229) as amended prior to the date on which the Company was incorporated (the “**Model Articles**”), save insofar as they are excluded or modified by, or are inconsistent with, the provisions contained herein.
- 1.2 The whole of Model Articles 10, 11, 13, 14, 21, 38, 42, 44, 46 and 52, paragraph (4) of Model Article 26, and paragraphs (5), (6) and (7) of Model Article 30 shall not apply to the Company.
- 1.3 Except as stated in this Article 1, no other regulations or model articles contained in any statute or subordinate legislation, including regulations contained in the Model Articles, apply as the articles of association of the Company

2 Definitions and Interpretation

- 2.1 In these Articles the following expressions shall have the following meanings

“**A Ordinary Shares**” means the A ordinary shares of 0.1 pence each in the capital of the Company;

“**Act**” means the Companies Act 2006;

“**Accepting Shareholders**” shall be as defined in Article 15.4;

“**Adoption Date**” means the date of adoption of these Articles,

“**Articles**” shall be as defined in Article 1.1;

“**Auditors**” means the auditors of the Company from time to time,

“**Available Profits**” means profits available for distribution within the meaning of the Companies Act 2006;

“**Bad Leaver**” shall be as defined in Article 14.5(b);

“**Board**” means the board of directors of the Company (or any duly authorised committee thereof) from time to time;

“**B Director**” means any person appointed to the Board pursuant to Article 19 3;

“**B Ordinary Shares**” means the B ordinary shares of 0.1 pence each in the capital of the Company;

“**B Ordinary Shareholders**” means the registered holders of B Ordinary Shares for the time being;

“**Business Day**” means any day other than a Saturday, Sunday or English bank or public holiday;

“**Buyer Group**” shall be as defined in Article 16.4;

“Co-Investment Scheme” shall be as defined in Article 13.1(d)(vi),

“Commercial Agreement” means as defined in the Shareholders Agreement;

“Company” means Water Newco Holdings Limited (company registration no. 7738696);

“Company’s website” means any websites operated or controlled by the Company which contains information about the Company;

“Confidential Information” shall mean as defined in Article 22.7;

“C Ordinary Shares” means the C ordinary shares of 0.1 pence each in the capital of the Company,

“Defaulting Shareholder” shall be as defined in Article 12.3;

“Deferred Shares” means the deferred shares of 0.0001 pence each in the capital of the Company;

“Director” means a director of the Company from time to time;

“Drag Notice” shall be as defined in Article 15 5;

“Employee Trust” means any trust established to enable or facilitate the holding of Shares by, or for the benefit of, all or most of the bona fide employees of any Group Company;

“Encumbrance” means a mortgage, charge, pledge, lien, option, restriction, equity, right of first refusal, right of pre-emption, third party right or interest, other encumbrance or security interest of any kind or other type of agreement or arrangement having similar effect;

“Equity Returns” means the aggregate value of

- (a) the value of any dividends paid in respect of the Shares during the period from the Original Adoption Date up to and including the date of receipt from the purchaser or purchasers of a substantial part of the consideration first payable on completion of the Sale, and
- (b) the value of the Relevant Proceeds;

“Excluded Notice” means a Sale Notice, a notice to a Defaulting Shareholder under Article 12.3 or a notice to appoint or remove a Director under Article 19;

“Exit” means a Sale, Quotation or Winding-Up,

“Equity Shares” means the A Ordinary Shares, the B Ordinary Shares and the C Ordinary Shares;

“Fair Price” shall be as defined in Article 14.5(d);

“Family Member” means, in relation to a Relevant Employee, his spouse and/or any one or more of his children (including step-children);

“Family Trust” means, in relation to a Relevant Employee, a trust or settlement set up wholly for the benefit of that person and/or his Family Members;

“Final Leaving Date” shall be as defined in Article 14.2;

“Financial Services Authority” means the Financial Services Authority or any body with responsibility under legislation replacing the FSMA for carrying out regulatory actions;

“Financing Documents” means the master facilities agreement to be entered on or around the Original Adoption Date between Netco and Venture Finance plc together with the associated security documentation and intercreditor deed referred to therein;

“FSMA” means the Financial Services and Markets Act 2000;

“Fund” means any fund, bank, company, unit trust, investment trust, investment company, limited, general or other partnership, industrial provident or friendly society, any collective investment scheme (as defined by the FSMA), any investment professional (as defined in article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion Order) 2005 (the “FPO”)), any high net worth company, unincorporated association or partnership (as defined in article 49(2) of the FPO) or any high value trust (as defined in article 49(6) of the FPO), any pension fund or insurance company or any person who is an authorised person under the FSMA;

“Fund Participant” shall be as defined in Article 12.5;

“Further Drag Notice” shall be as defined in Article 15.8;

“Further Leaver Shares” shall be as defined in Article 14.7;

“Further Shares” shall be as defined in Article 15.8;

“Garden Leave” shall mean any period during which the Company or any other Group Company shall, in respect of a consultant or employee and pursuant to the service contract or contract of engagement between the Company or relevant Group Company and that employee or consultant, cease or have ceased to provide that employee with work;

“Good Leaver” shall be as defined in Article 14.5(a);

“Group” means the Company and any company which is a subsidiary undertaking of the Company from time to time and references to **“Group Company”** and **“members of the Group”** shall be construed accordingly;

“Group Company Interest” shall be as defined in Article 22.5,

“holding company” means a holding company as defined by section 1159 of the Act;

in **“electronic form”** means in a form specified by section 1168(3) of the Act and otherwise complying with the requirements of section 1168 of that Act;

“Independent Expert” means a partner at Ernst & Young LLP, KPMG LLP, Deloitte LLP, PricewaterhouseCoopers LLP or (where such parties are unable to act) any other reputable international accountancy firm (acting as an expert and not as an

arbitrator) nominated by the Board (with Investor Consent) who shall, in either case, be engaged on terms to be agreed by the Board (with Investor Consent),

"Investors" means as defined in the Investment Agreement,

"Investor Associate" means, in relation to an Investor.

- (a) each member of that Investor's Investor Group (other than the Investor itself),
- (b) any general partner, limited partner or other partner in, or trustee, nominee, custodian, operator or manager of, or investment adviser to, that Investor or any member of its Investor Group;
- (c) any member of the same group of companies as any trustee, nominee, custodian, operator or manager of, or investment adviser to, that Investor or any member of its Investor Group;
- (d) any Fund which has the same general partner, trustee, nominee, operator, manager or investment adviser as that Investor or any member of its Investor Group;
- (e) any Fund which is advised, or the assets of which (or some material part thereof) are managed (whether solely or jointly with others), by that Investor or any member of its Investor Group;
- (f) any Fund in respect of which that Investor or any member of its Investor Group is a general partner; or
- (g) any Co-Investment Scheme of that Investor or any member of its Investor Group,

"Investor Consent" or an **"Investor Direction"** means the giving of a written consent or direction by the Investor Majority;

"Investor Director" means any person appointed to the Board pursuant to Article 19.2;

"Investor Director Interest" shall be as defined in Article 22.6;

"Investor Group" means, in relation to an Investor, that Investor (and the general partner of that Investor where it is a limited partnership) and its subsidiary undertakings or, as the case may be, that Investor, any parent undertaking, whether direct or indirect, of that Investor (and the general partner of that Investor) and any other subsidiary undertaking of any such parent undertaking from time to time and references to **"member"** or **"members"** of the or an or its **"Investor Group"** shall be construed accordingly,

"Investor Majority" means as defined in the Investment Agreement;

"Issue Price" means the price at which the relevant Share is issued, being the aggregate of the amount paid up or credited as paid up in respect of the nominal value thereof and any share premium thereon;

"Leaver" means.

- (a) any Shareholder who ceases, or has ceased, to be a Relevant Employee,

- (b) any Shareholder who remains a Relevant Employee but begins to receive benefits under the Group's permanent health insurance;
- (c) any Shareholder who is (or is the nominee of) a Family Member of any person who ceases to be a Relevant Employee;
- (d) any Shareholder who is (or is the nominee of) the trustee of a Family Trust of any person who ceases to be a Relevant Employee in respect of the Shares held on behalf of such person or on behalf of any Family Member of such person,
- (e) any Shareholder (not being an Investor) holding Shares as a result of a transfer made after the date of the adoption of these Articles by a person in relation to whom such Shareholder was a permitted transferee under the provisions of Articles 13.1(a) or 13.1(b) who ceases to be a permitted transferee in relation to such person, including, without limitation, any Shareholder who ceases to be the spouse of a Relevant Employee;
- (f) any person who holds or becomes entitled to any Shares:
 - (i) following the death of a Shareholder;
 - (ii) following the bankruptcy of a Shareholder (if an individual) or the receivership, administrative receivership, administration, liquidation or other arrangement for the winding-up (whether solvent or insolvent) of a Shareholder (if a company), or
 - (iii) following the exercise of an option after ceasing to be a Relevant Employee; or
 - (iv) any Shareholder holding Shares as a nominee for any person who ceases, or who has ceased, to be a Relevant Employee in respect of the Shares held on behalf of such person,

and, for the purposes of this definition, a person shall be deemed to cease, or have ceased, to be a Relevant Employee upon the commencement of any period during which the relevant person is placed on Garden Leave (notwithstanding that the relevant person remains an employee of the Company or any Group Company) or, whether or not he has been placed on Garden Leave, upon the date on which he is given notice of termination of his employment, appointment or engagement;

"Leaver's Shares" means all of the Shares held by a Leaver, or to which he is entitled, on the Leaving Date and any Shares acquired by a Leaver after the Leaving Date, whether under an employee share scheme or otherwise, or to which he becomes entitled after the Leaving Date;

"Leaving Date" means the date on which the relevant person becomes a Leaver;

"Loan Stock" means the loan stock to be constituted by the Loan Stock Instrument;

"Loan Stock Instrument" means as defined in the Investment Agreement;

"Loan Stock Security Documents" means as defined in the Investment Agreement;

“Model Articles” means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2009/3229) as amended prior to the date on which the Company was incorporated;

“Netco” means Netco Trading Limited (company registration no.7738701);

“New Holding Company” means any new holding company of the Company, formed for the purpose of facilitating a Quotation of shares in such new holding company;

“Offeror” shall be as defined in Article 15.1;

“Other Shareholders” shall be as defined in Article 15.5;

“Original Adoption Date” means 1 October 2011;

“Pension Scheme” means an occupational pension scheme (as defined in section 235(6) of Act) for the benefit of employees of any Group Company;

“Proposed Buyer” shall be as defined in Article 16.1;

“Proposed Sale” shall be as defined in Article 16.1;

“Proposed Sellers” shall be as defined in Article 16.1;

“Qualifying Offer” shall be as defined in Article 15.1,

“Quotation” means the admission of the whole of any class of the issued share capital of any Group Company, or any New Holding Company of the Company, to the Official List of the Financial Services Authority and to trading on the London Stock Exchange’s market for listed securities or to trading on the Alternative Investment Market of the London Stock Exchange or on any other Recognised Stock Exchange or other stock exchange as is nominated by Investor Direction;

“Recognised Stock Exchange” means a recognised investment exchange, recognised overseas investment exchange, designated investment exchange or designated overseas investment exchange, in each case for the purposes of FSMA;

“Regulations” shall be as defined in Article 1.1;

“Relevant Employee” shall mean:

- (a) an employee of the Company or any other Group Company; or
- (b) a Director or a director of any other Group Company (other than in either case, for the purposes of Article 14 (Leavers), an Investor Director),

“Relevant Investor” shall be as defined in Article 22.6(a);

“Relevant Proceeds” shall be as defined in Article 8.1;

“Relevant Shares” shall be as defined in Article 12.3;

“Reserved C Ordinary Shares” means cumulatively after the Original Adoption Date the issue of, in aggregate, a number of C Ordinary Shares not exceeding the Total Reserved C Ordinary Shares to directors and/or employees of the Group or prospective directors and/or employees of the Group as determined by the Board;

“Sale” means the sale of 100% in number of the Shares to a single buyer or to one or more buyers as part of a single transaction or series of connected transactions (other than as part of a Solvent Reorganisation);

“Sale Notice” shall be as defined in Article 14.2;

“Sale Price” shall be as defined in Article 14.5(c);

“Sensitive Matter” shall be as defined in Article 22.1;

“Shares” means the A Ordinary Shares, the B Ordinary Shares, the C Ordinary Shares and the Deferred Shares;

“Shareholder” means any holder of any Share from time to time;

“Shareholder Communication” means any notice, resolution, document or information which the Company wishes or is required to communicate with Shareholders or other persons;

“Shareholders Agreement” means the shareholders agreement dated on or around the Original Adoption Date between (1) the Company, (2) Netco, (3) Unipart Automotive Limited, (4) Unipart Group of Companies Limited and (5) Cooperatief H2 Equity Partners Fund IV Holding W.A.;

“Situational Conflict” shall mean a direct or indirect interest of a Director which conflicts or may potentially conflict with the interests of the Company (other than a Transactional Conflict or in circumstances which cannot reasonably be regarded as likely to give rise to a conflict of interest). For these purposes a conflict of interest shall include a conflict of interest and duty and a conflict of duties and a Situational Conflict will not arise merely by reason of a Director holding shares or other securities in, or otherwise be interested, whether directly or indirectly, in any entity which, directly or indirectly, holds Shares in the Company;

“Solvent Reorganisation” means either a solvent reorganisation of the Group by any means or the acquisition of the Company by a New Holding Company, or any other reorganisation involving the Company’s share or debt capital (including the conversion, consolidation, subdivision, reclassification or redesignation (as appropriate) of Shares into a single class of ordinary shares) in preparation for an Exit;

“Statutes” means the Act and the Electronic Communications Act 2000 (including any subordinate legislation made under them),

“subsidiary” means as defined by section 1159 of the Act;

“subsidiary undertaking” means as defined by section 1162 of the Act;

“Tagging Shareholders” shall be as defined in Article 16.5;

“Total Reserved C Ordinary Shares” means 52,632 C Ordinary Shares;

“Transactional Conflict” shall mean a direct or indirect conflict of interest of a Director which arises in relation to an existing or proposed transaction or arrangement with the Company and a Transactional Conflict will not arise merely by reason of a Director holding shares or other securities in, or otherwise be

interested, whether directly or indirectly, in any entity which, directly or indirectly, holds Shares in the Company;

“Unipart Group” means Unipart Automotive Limited and any company which is a subsidiary undertaking or parent undertaking, whether direct or indirect, of Unipart Automotive Limited from time to time and references to **“Unipart Group Company”** and **“members of the Unipart Group”** shall be construed accordingly;

“Unissued Reserved C Ordinary Shares” means the amount (if any) of the Total Reserved C Ordinary Shares which are not in issue on the operation of Article 8.1;

“website communication” means the publication of a Shareholder Communication on the Company’s website in accordance with Part 4 of Schedule 5 of the Act; and

“Winding-Up” means a distribution pursuant to a winding up, dissolution or liquidation of the Company or a New Holding Company (including following an Asset Sale).

2.2 Unless the context otherwise requires, words and expressions defined in or having a meaning provided by the Act shall have the same meaning in these Articles. The term **“connected person”** shall have the meaning attributed to it at the date of adoption of these Articles by sections 1122 and 1123 Corporation Tax Act 2010 or section 993 Income Tax Act 2007 and the words **“connected with”** shall be construed accordingly. The term **“acting in concert”** shall have the meaning attributed to it at the date of adoption of these Articles by the City Code on Takeovers and Mergers.

2.3 Unless the context otherwise requires, references in these Articles to:

- (a) any of the masculine, feminine and neuter genders shall include other genders;
- (b) the singular shall include the plural and vice versa;
- (c) a person shall include a reference to any natural person, body corporate, unincorporated association, partnership, firm or trust,
- (d) save where used in the definition of **“Employee Trust”**, **“employee”** and **“employees”** shall be deemed to include workers, consultants and non-executive directors and references to **“contracts of employment”**, **“terms and conditions of employment”**, **“employment arrangements”** and to **“commencement or cessation of employment”** and to **“resignation”** shall be deemed to include workers’ contracts, contracts for consultancy, letters of appointment and commencement, termination or cessation of workers’ contracts, consultancy contracts or letters of appointment and references to summary dismissal shall be deemed to include a reference to termination of contracts without notice;
- (e) any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, consolidated, re-enacted or replaced;
- (f) references to these **“Articles”**, the **“Investment Agreement”**, the **“Loan Stock Instrument”**, the **“Loan Stock Security Documents”** and the **“Financing Documents”** shall be deemed to be a reference to such document as amended, waived, restated, modified or supplemented for the

time being with all requisite consents under that document and, where relevant, the Investment Agreement; and

- (g) references in these Articles to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept, state of affairs or thing shall in respect of any jurisdiction other than England be deemed to include whatever most closely approximates in that jurisdiction to the English legal term.

2.4 The headings in these Articles are for convenience only and shall not affect their meaning.

2.5 In construing these Articles, general words introduced by the word “other” shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.

2.6 For the purposes of Article 8.1:

- (a) where the C Ordinary Shares are expressed to have rights on:

- (i) a “2x Pro Rata Basis”, for the purposes of determining the rights in question the holder of C Ordinary Shares in question shall be deemed to hold twice the number of C Ordinary Shares he actually holds;

- (ii) a “3x Pro Rata Basis”, for the purposes of determining the rights in question the holder of C Ordinary Shares in question shall be deemed to hold three times the number of C Ordinary Shares he actually holds;

- (iii) a “4x Pro Rata Basis”, for the purposes of determining the rights in question the holder of C Ordinary Shares in question shall be deemed to hold four times the number of C Ordinary Shares he actually holds;

- (b) any Unissued Reserved C Ordinary Shares shall be deemed issued to and held by Members selling A Ordinary Shares and Members selling B Ordinary Shares in connection with the Sale pro rata to the number of A Ordinary Shares and B Ordinary Shares held (as if the same constituted one class of share).

3 Private Company Status and Limited Liability

3.1 The Company is a private company limited by shares and accordingly any offer to the public to subscribe for any shares or debentures of the Company is prohibited.

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

4 Share Capital

4.1 The share capital of the Company at the date of adoption of these Articles is £1,052.63201 divided into:

501,000 A Ordinary Shares;

499,000 B Ordinary Shares;
52,632 C Ordinary Shares; and
10 Deferred Shares.

- 4.2 The A Ordinary Shares, B Ordinary Shares and C Ordinary Shares shall rank par passu among themselves, but they constitute separate classes of share.
- 4.3 The Deferred Shares may be redeemed by the Company at any time at its option for par value for all of the Deferred Shares registered in the name of any holder without obtaining the sanction of the holder or holders and pending the transfer and/or purchase, retain the certificates (if any) in respect of them.
- 4.4 The creation or issue of any Deferred Shares shall be deemed to confer irrevocable authority on the Company at any time after creation or issue to appoint any person to execute or give on behalf of the holder of those shares a transfer of them to such person or persons as the Company may determine.

5 Dividend Rights

- 5.1 Subject to the Board recommending payment of the same (with prior written Investor Majority consent), the provisions of the Investment Agreement and the Financing Documents and prior payment of all amounts in respect of the Loan Stock, not less than 50 per cent. of the Available Profits of the Company in respect of any financial year shall be distributed amongst the holders of the Equity Shares (par passu as if the same constituted one class of share) according to the number of such Equity Shares held by the relevant Shareholder at the relevant time.
- 5.2 The Company shall procure (so far as it is able) that each of its subsidiaries and each of its subsidiary undertakings which has Available Profits shall from time to time declare and pay to the Company (or, as the case may be, the relevant Group Company that is its immediate holding company or parent undertaking) such dividends as are necessary to permit lawful and prompt payment of dividends by the Company.
- 5.3 The Deferred Shares (if any) shall not entitle the holders of them to receive a dividend

6 Return of Capital Rights

- 6.1 The rights as regards return of capital attaching to each class of Shares shall be as set out in this Article.
- 6.2 On a return of capital on liquidation or otherwise (except on a redemption or purchase by the Company of any Shares), the surplus assets of the Company remaining after the payment of its liabilities and subject to the payment of all amounts payable to the holders of the Deferred Shares pursuant to Article 6.3, shall be distributed amongst the holders of the Equity Shares (pari passu as if the same constituted one class of Equity Shares) according to the number of such Equity Shares held by the relevant Shareholder at the relevant time.
- 6.3 Subject to Article 8 on an Exit or a return of capital on liquidation or otherwise (except on a redemption or purchase by the Company of any Shares), from the surplus assets of the Company remaining after the payment of its liabilities, £1 shall

be paid to the holders of the Deferred Shares in aggregate. This payment shall be deemed satisfied by payment to any one holder of Deferred Shares.

7 Voting Rights

- 7.1 Subject to Articles 7.2, on a show of hands every holder of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares who (being an individual) is present or (being a corporation) is present by a duly authorised representative (not being himself a member entitled to vote) shall have one vote and on a poll every member holding A Ordinary Shares, B Ordinary Shares and C Ordinary Shares shall have one vote for every such share of which he is the holder.
- 7.2 The total number of votes attaching to all the Equity Shares held by the B Ordinary Shareholders, when aggregated with the total number of votes attaching to all the Equity Shares held by persons connected with the B Ordinary Shareholders, shall be restricted to the lower of:
- (a) 33 % of the votes attaching to all Equity Shares, and
 - (b) the total number of votes that would have been conferred on such Members if this Article 7.2 did not apply.
- 7.3 The Deferred Shares (if any) shall not entitle the holders of them to receive notice of, to attend, to speak or to vote at any general meeting of the Company.

8 Attribution of consideration for Shares on a Sale

- 8.1 On a Sale, the Members selling A Ordinary Shares, B Ordinary Shares and C Ordinary Shares shall pay the proceeds of the Equity Shares ("**Relevant Proceeds**") into a joint account at a UK clearing bank nominated by the Investor Majority immediately prior to the Sale and such Relevant Proceeds shall be allocated incrementally and paid out as follows (subject to Article 2.6).
- (a) first, to the holders of the Equity Shares pari passu to the number of Equity Shares held (as if the same constituted one class of share) until the Equity Returns equal £77,500,000,
 - (b) second, the amount of the Relevant Proceeds (if any) unpaid after the operation of Article 8.1(a) shall be paid to the holders of the Equity Shares pari passu to the number of Equity Shares held (as if the same constituted one class of share but with the C Ordinary Shares participating on a 2x Pro Rata basis) until the Equity Returns equal £121,000,000,
 - (c) third, the amount of the Relevant Proceeds (if any) unpaid after the operation of Article 8.1(b) shall be paid to the holders of the Equity Shares pari passu to the number of Equity Shares held (as if the same constituted one class of share but with the C Ordinary Shares participating on a 3x Pro Rata basis) until the Equity Returns equal £145,000,000,
 - (d) fourth, the amount of the Relevant Proceeds (if any) unpaid after the operation of Article 8.1(c) shall be paid to the holders of the Equity Shares pari passu to the number of Equity Shares held (as if the same constituted one class of share but with the C Ordinary Shares participating on a 4x Pro Rata basis)

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 be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up:

- (a) in the case of the A Ordinary Shares with the prior written consent of the Investor Majority 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, and
- (b) in the case of the B Ordinary Shares 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; and
- (c) in the case of the C Ordinary Shares with the prior consent of the Investor Majority, but not otherwise.

9.2 Without prejudice to the generality of their rights, the special rights attached to the A Ordinary Shares shall each be deemed to be varied at any time by any of the following:

- (a) an increase, reduction or other alteration in the issued or authorised share capital of the Company or any other Group Company or a reorganisation or consideration or a sub-division or a variation in the rights attaching to any class thereof or a purchase of any of its own shares or a reduction of its share capital or a repayment of any amounts standing to the credit of any share premium amount or capital redemption reserve or any other reorganisation of its share capital or the entering into of any scheme or arrangement with creditors,
- (b) the grant of an option to subscribe for shares in the Company or any other Group Company or the issue of any securities or instruments convertible into shares in any such company;
- (c) the creation by the Company or any other Group Company of any mortgage, charge, pledge, lien, encumbrance or other security interest (excluding an interest arising by operation of law in the ordinary course of business);
- (d) the making of any material change (including cessation) in the nature of the business of the Group taken as a whole;
- (e) 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;
- (f) the declaration or payment of any dividend or the making or any other distribution in respect of the profits, assets or reserves of the Company or any other Group Company;
- (g) the taking of any steps to wind-up or appoint an administrator (including the filing of any notice of intention to appoint an administrator) in respect of any Group Company;

- (h) the appointment or removal of any director except in accordance with Article 19 or clause 4 of the Investment Agreement;
 - (i) a Sale or Quotation;
 - (j) the registration or purported registration of any transfer of any share or interest therein other than as expressly permitted by these Articles; and
 - (k) the Company or any other Group Company incurring an obligation to do any of the foregoing.
- 9.3 Without prejudice to the generality of their rights, the special rights attached to the B Ordinary Shares shall each be deemed to be varied at any time by any of the following:
- (a) an increase, reduction or other alteration in the issued or authorised share capital of the Company (other than in respect of the Reserved C Ordinary Shares) or any other Group Company or a reorganisation or consideration or a sub-division or a variation in the rights attaching to any class thereof or a purchase of any of its own shares or a reduction of its share capital or a repayment of any amounts standing to the credit of any share premium amount or capital redemption reserve or any other reorganisation of its share capital or the entering into of any scheme or arrangement with creditors; and
 - (b) the grant of an option to subscribe for shares in the Company or any other Group Company or the issue of any securities or instruments convertible into shares in any such company.

10 All Shares to be Fully Paid

- 10.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.
- 10.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum.

11 Share Issues

- 11.1 Subject to the provisions of these Articles and the Investment Agreement and any direction to the contrary which may be given by the Company in accordance with the Act, the directors are generally and unconditionally authorised, pursuant to section 551 of the Act, to exercise all the powers of the Company to allot, and grant rights to subscribe for or convert any security into, shares in the Company to such persons, at such times, for such consideration and on such terms and conditions as the directors may decide.
- 11.2 The authority conferred on the directors by Article 11.1 shall remain in force for a period expiring on the fifth anniversary of the date of adoption of this Article 11 unless previously renewed, varied or revoked by the Company in accordance with the Act.
- 11.3 The aggregate nominal amount of shares that may be allotted pursuant to the authority conferred by Article 11.1 is £1,052.632.

- 11.4 By the authority conferred by this Article 11.4 the directors may, before the authority expires, make an offer or enter into an agreement which would, or might, require shares to be allotted or rights to subscribe for, or to convert any security into, shares to be granted after the expiry of such authority and the directors may allot those shares or grant rights to subscribe for, or to convert any security into, shares in pursuance of that offer or agreement as if such authority had not expired
- 11.5 The Company may exercise the powers of paying commissions conferred by the Act Subject to the Act, any such commission may be satisfied by the payment of cash or by the allotment of fully paid or partly paid shares or partly in one way and partly in the other.
- 11.6 Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and (except as otherwise provided by these Articles or by law) the Company shall not be bound by or recognise any interest in any share except an absolute right to the entirety of that share in the holder.
- 11.7 Save in respect of the issue of Reserved C Ordinary Shares, no new Equity Shares may be allotted by the Company unless they are first offered for subscription to the holders of Equity Shares (excluding any holder of Shares who is at that time a Leaver), as nearly as possible, on the same terms and in the same proportions between them as the number of Equity Shares for the time being held respectively by each such holder bears to the total number of such Equity Shares in issue (excluding any Equity Shares held by any holder of Equity Shares who is at that time a Leaver).
- 11.8 The offer referred to in Article 11.7 shall be made by notice specifying the number of Equity Shares to which the relevant holder is entitled and stating a time (being not less than 5 Business Days) within which the offer if not accepted will be deemed to be declined and after the expiration of such time or on the receipt of confirmation from the holder or holders to whom such notice is given that he declines to accept the Equity Shares so offered the Board may deal with the declined Equity Shares in such manner as it may think most beneficial to the Company (including the decision not to issue the Equity Shares to any person). If any fractional entitlements arise on the apportionment of any such new Equity Shares amongst the Shareholders the allocation of such entitlements shall be determined by the Board.
- 11.9 It may be a term of any offer under Article 11.7 that the offerees must acquire the same proportion of other securities (debt or equity) to be issued by any member of the Group as is equal to the proportion of Equity Shares being offered to them.
- 11.10 Any Shareholder who accepts an offer under Article 11.7 shall be issued with Equity Shares of the same class (treating, for these purposes and for the avoidance of doubt, each class of Equity Shares as a separate class) as such Shareholder holds as at the date of the offer.
- 11.11 In this Article, "Equity Shares" includes rights to subscribe for or convert into Equity Shares.
- 11.12 The provisions of sections 561 and 562 of the Act shall not apply to the Company
- 12 Prohibited Transfers**
- 12.1 Any person who holds, or becomes entitled to, any Share shall not, without Investor Consent, effect a transfer of such Shares, except in accordance with Article 13

(Permitted Transfers), Article 14 (Leavers), Article 15 (Drag Along, whether as Accepting Shareholder or Other Shareholder) or Article 16 (Tag Along, whether as a Proposed Seller or a person who sells to a Proposed Buyer in accordance with Article 16.2).

12.2 The reference in Article 12.1 to the transfer of a Share shall mean the transfer of either or both of the legal and beneficial ownership in such Share and/or the grant of an option to acquire either or both of the legal and beneficial ownership in such Share and the following shall be deemed (but without limitation) to be a transfer of a Share:

- (a) any direction (by way of renunciation or otherwise) by a Shareholder entitled to an allotment or issue of any Share that such Share be allotted or issued to some person other than himself,
- (b) any sale or other disposition of any legal or equitable interest in a Share (including any voting right attached thereto) and whether or not by the registered holder thereof and whether or not for consideration or otherwise and whether or not effected by an instrument in writing,
- (c) any grant of an Encumbrance over any Share; and
- (d) any agreement, whether or not subject to any condition to do any of the matters set out in Articles 12.2(a), 12.2(b) or 12.2(c).

12.3 For the purpose of ensuring compliance with Article 12.1, the Company may require any Leaver or other Shareholder to procure that (i) he or (ii) such other person as is reasonably believed to have information and/or evidence relevant to a proposed transfer provides to the Company any information and/or evidence relevant to such purpose and failing such information and/or evidence being provided within 5 Business Days of any request the Board shall forthwith notify the relevant Leaver or Shareholder (the “Defaulting Shareholder”) that a breach of the transfer provisions of these Articles is deemed to have occurred, whereupon:

- (a) the Company shall refuse to register any transfer of the Relevant Shares;
- (b) the Relevant Shares shall cease to confer on the holder thereof (or any proxy thereof) any rights:
 - (i) to vote (whether on a show of hands or on a poll and whether exercisable at a general meeting of the Company or at any separate meeting of the class in question); or
 - (ii) to receive dividends or other distributions (other than the Issue Price of the Relevant Shares upon a return of capital),

otherwise attaching to the Relevant Shares or to any further Shares issued pursuant to the exercise of a right attaching to the Relevant Shares or in pursuance of an offer made to the holder thereof; and

- (c) if the Defaulting Shareholder is not a Leaver, he shall forthwith be treated as a Leaver, or if the Board so directs, he may be required at any time following such notice to transfer (or procure the transfer of) some or all of the Relevant Shares to such person(s) at a price determined by the Board.

The rights referred to in Article 12.3(b) may be reinstated by the Board or, if earlier, upon the completion of the transfer of the Leaver's Shares or other transfer as contemplated by Article 12.3(c). The expression "Relevant Shares" shall mean the Shares which the Defaulting Shareholder holds or to which he is entitled and any Shares formerly held by him which have been transferred in breach of Article 12.1 or in accordance with Article 13 (Permitted Transfers).

12.4 Each Shareholder hereby irrevocably appoints the Company as his attorney and agent (with the power to appoint any member of the Board as a substitute and to delegate to that substitute all or any powers hereby conferred, other than this power of substitution, as if he had been originally appointed by this Power of Attorney) to give effect to the provisions of these Articles including, without limitation, in respect of the execution of relevant transfers pursuant to Articles 14.4 and 15.7.

12.5 Notwithstanding the provisions of Articles 12.1 and 12.2:

- (a) any transfer by any partner, unitholder, shareholder, or other participant in, or operator, manager or custodian of, any Fund (a "Fund Participant") (or by any trustee or nominee for any such Fund Participant) of any interest in such Fund to any person who is, or as a result of such transfer becomes, a Fund Participant;
- (b) the creation of any Encumbrance over any Shares or Loan Stock registered in the name of the Investor or any nominee thereof or over any interest in a Fund; and
- (c) the assignment or transfer of the beneficial ownership in any Shares or Loan Stock registered in the name of the Investor or any nominee thereof to any Investor Associate or its nominee,

shall not, and shall not be deemed to, be a transfer of Shares for any purpose under these Articles.

13 Permitted Transfers

13.1 Notwithstanding the provisions of Article 12 (Prohibited Transfers):

- (a) any Relevant Employee may, with the consent of the Board, transfer Shares to any of his Family Members over the age of 18 or to the trustees of his Family Trust, provided that:
 - (i) following such transfer (and taking into account all other transfers made by him) he holds at least 70% in number of all Shares ever issued to him,
 - (ii) the Family Member or the trustees (as the case may be) shall:
 - (A) undertake to exercise all voting rights attaching to such Shares and to sign all proxies, consents to short notice and other documents relating to such exercise in accordance with the directions of the Relevant Employee,
 - (B) give the Relevant Employee full unconditional and irrevocable authority to sell such Shares on behalf of the trustees or Family Member (as the case may be) on an Exit,

- (C) provide such evidence of identity as the Company and the Investors may require for anti-money laundering procedures;
 - (D) execute a deed of adherence to the Investment Agreement in a form satisfactory to the Investor Majority; and
 - (E) enter into such security arrangements (including the execution of a share pledge and/or signed but undated transfer instruments) as the Investor Majority may reasonably require;
- (b) any Shareholder who is a trustee of a Family Trust of a Relevant Employee may at any time transfer any Share which he holds in that capacity to:
 - (i) the new or remaining trustees of the Family Trust upon any change of trustees;
 - (ii) the Relevant Employee or any Family Members of that Relevant Employee on their becoming entitled to the same under the terms of the Family Trust;
 - (iii) provided always that the provisions of Article 13 1(a) (i) and (ii) shall apply to any such transfer;
- (c) any Shareholder who is a trustee of an Employee Trust may at any time transfer any Share which he holds in that capacity to:
 - (i) the new or remaining trustees of the Employee Trust upon any change of trustees; and
 - (ii) any beneficiary of the Employee Trust;
- (d) any Shareholder who is an Investor or any person who holds Shares as a nominee, custodian or trustee or otherwise on behalf of an Investor may at any time transfer any Share to.
 - (i) another Investor,
 - (ii) any Investor Associate of that Investor;
 - (iii) the beneficial owner of the Shares;
 - (iv) any director or employee of any member of the Group;
 - (v) on a distribution in kind or otherwise under the relevant partnership agreement or trust deed or other constitutional document(s) of a Fund, the partners of a limited partnership or to the holders of units in a unit trust or to the shareholders of, participants in, or holders of any other interest in, any Fund; or
 - (vi) any co-investment scheme, being a scheme under which certain officers, employees, members or partners of an Investor or its adviser, manager, operator, nominee or any member of its Investor Group are entitled or required (as individuals or through a Fund or any other vehicle) to acquire Shares (“Co-Investment Scheme”);
- (e) any Shareholder holding Shares as a result of a transfer made after the date of the adoption of these Articles by a person in relation to whom such

Shareholder was a permitted transferee under the provisions of this Article may at any time transfer any Share to the person who originally transferred such Shares (or to any other permitted transferee of such original transferor);

- (f) any B Ordinary Shareholder may transfer any B Shares to any member of the Unipart Group; and
- (g) any Shareholder (other than a holder of A Ordinary Shares) may transfer any B Ordinary Shares or C Ordinary Shares to any person with the prior written consent of the holders of the Investor Majority.

13.2 Subject to Article 12.3, the Company shall be obliged to register any transfer made pursuant to the above provisions.

13.3 Where any Shareholder holding B Ordinary Shares or C Ordinary Shares as a result of a transfer made after the date of the adoption of these Articles by a person in relation to whom such Shareholder was a permitted transferee ceases to be such a permitted transferee, the Shareholder shall immediately transfer all such B Ordinary Shares or C Ordinary Shares to the person who originally transferred such B Ordinary Shares or C Ordinary Shares or to any other permitted transferee of such original transferor (a “Transfer Back”) and prior to such Transfer Back occurring the provisions of Article 12.3 shall apply

14 Leavers

14.1 The provisions of this Article shall apply to any Leaver and to any Leaver’s Shares.

14.2 Subject to Article 14.7, within the period commencing on the relevant Leaving Date and expiring at midnight on the first anniversary of such date (the “Final Leaving Date”), the Investors may direct the Company by an Investor Direction immediately to serve a notice (which may be served on one or more occasions if the first and subsequent notices do not relate to all of the Leaver’s Shares) on the Leaver notifying him that he is, with immediate effect, deemed to have offered such number of his Shares to any of the following person(s) as may be specified by the Board (a “Sale Notice”):

- (a) any existing employee or future employee of any Group Company or any nominee or other person pending allocation to an existing or future employee of any Group Company;
- (b) any Employee Trust;
- (c) the Company; or
- (d) the holders of the Shares (excluding any holder of Shares who is at that time a Leaver) on a pro-rata basis (excluding any holder of Shares who is at that time a Leaver) to their shareholding in the Shares on the Leaving Date

14.3 On receipt of such Sale Notice the relevant Leaver shall be obliged forthwith to transfer, at the Sale Price as determined in accordance with Article 14.5, such number of his Leaver’s Shares to the person(s) specified in the Sale Notice. Completion of the sale and purchase of the Leaver’s Shares in accordance with the Sale Notice shall take place within 5 Business Days of the date of the Sale Notice or where there is a dispute as to the Fair Price, within 5 Business Days of the date on which the Fair Price has been agreed in accordance with this Article 14, whereupon

the Leaver shall transfer the relevant Leaver's Shares to the person(s) specified in the Sale Notice and deliver the relevant Share certificates against payment of the Sale Price for such Shares.

- 14.4 Save in the case of an acquisition of Leaver's Shares by the Company, if the Leaver defaults in transferring any Leaver's Shares pursuant to Articles 14.2 and 14.3, the Company may receive the relevant purchase money and may nominate some person to execute an instrument of transfer of such Leaver's Shares in the name and on behalf of the Leaver and thereafter, when such instrument has been duly stamped (if required), the Company shall cause the name of the proposed transferee to be entered in the register of members as the holder of such Leaver's Shares and shall hold the purchase money on trust (without interest) for the Leaver. The receipt of the Company for the purchase money shall be a good discharge to the proposed transferee (who shall not be bound to see to the application thereof) and, after his name has been so entered in the register of members, the validity of the proceedings shall not be questioned by any person. In the case of an acquisition of Leaver's Shares by the Company, if the Leaver defaults in transferring any Leaver's Shares pursuant to Articles 14.2 and 14.3, the Company may nominate some person to execute an instrument of transfer of such Leaver's Shares in the name and on behalf of the Leaver and thereafter, when such instrument has been duly stamped (if required), the Company shall cause such share capital to be cancelled in accordance with the Act, and shall hold the purchase money on trust (without interest) for the Leaver.

14.5 In these Articles:

- (a) a Shareholder shall be deemed to be a **"Good Leaver"** in circumstances where the relevant person ceases to be a Relevant Employee, but is not a Bad Leaver,
- (b) a Shareholder shall be deemed to be a **"Bad Leaver"** in circumstances where the relevant person ceases to be a Relevant Employee:
 - (i) where he voluntarily resigns from employment with the Company or Group Company within three years after the Adoption Date; or
 - (ii) where the Company or other Group Company terminates his employment summarily; or
 - (iii) where he material breaches his service agreement or contract for services with the Company or any Group Company and such breach is not remedied within a reasonable time period (to the extent it is capable of remedy) or is not capable of remedy;
- (c) the **"Sale Price"** shall be.
 - (i) in the case of a Bad Leaver, the lower of Fair Price and the Issue Price;
 - (ii) in the case of a Good Leaver, be.
 - (A) prior to the second anniversary of the Adoption Date, the higher of (i) the Issue Price of the Leaver's Shares minus any distributions made on the Leaver's Shares, and (ii) 25% of the Fair Price of the Leaver's Shares;

- (B) on or after the second anniversary of the Adoption Date and prior to the fourth anniversary of the Adoption Date, the higher of (i) the Issue Price of the Leaver's Shares minus any distributions made on the Leaver's Shares, and (ii) 50% of the Fair Price of the Leaver's Shares; or
 - (C) after the fourth anniversary of the Adoption Date, the higher of (i) the Issue Price of the Leaver's Shares minus any distributions made on the Leaver's Shares, and (ii) 80% of the Fair Price of the Leaver's Shares;
 - (iii) in the case of a Leaver who is neither a Good Leaver nor Bad Leaver, the Fair Price;
 - (d) the "Fair Price" shall be such price as the transferor and the Company shall agree within 10 Business Days of the date of the deemed Sale Notice or, failing such agreement, such price as the Auditors (or, if the Auditors are unable or unwilling to act for any reason an Independent Expert jointly appointed by the Leaver and the Investor) shall determine pursuant to Article 14.6.
- 14.6 If the Fair Price falls to be determined by the Auditors (which expression shall, for the purposes of this Article 14.6, be deemed to include a reference to the Independent Expert if the Auditors are unable or unwilling to act):
- (a) the Company shall immediately instruct the Auditors to determine the Fair Price on the basis which, in their opinion, represents a fair price for the Leaver's Shares at the Leaving Date as between a willing seller and a willing buyer and on a going concern basis (provided that this is the case) and, in making such determination, the Auditors shall take into account:
 - (i) the economic rights attaching to the Leaver's Shares and, in particular the fact that the Shares are not quoted on any Recognised Stock Exchange;
 - (ii) the group turnover, future and actual cash generation, current and future profitability and growth prospects of the Group;
 - (iii) any unencumbered and freely transferable cash balances and marketable securities owned by the Company and any other Group Company;
 - (iv) all borrowings, guarantees and any other actual or contingent liabilities of the Company and any other Group Company;
 - (v) the value and existence of any minority interests in any Group Company;
 - (vi) the market value of other companies of a similar size operating in similar markets in Europe to the Company;
 - (vii) the initial purchase price or subscription price of the Leaver's Shares (which shall be deemed to have been the Fair Price as at the date of such purchase or subscription),
 but shall take no account of:

- (viii) whether the Leaver's Shares comprise a majority or minority interest in the Company; or
 - (ix) the fact that the transferability of the Leaver's Shares is restricted by these Articles;
 - (b) the Auditors shall certify the Fair Price as soon as possible after being instructed by the Company and, in so certifying, the Auditors shall be deemed to be acting as experts and not as arbitrators and the Arbitration Act 1996 shall not apply;
 - (c) the certificate of the Auditors shall, in the absence of manifest error, be final and binding; and
 - (d) the Company shall procure that any certificate required hereunder is obtained with due expedition and the cost of obtaining such certificate shall be borne by the Company unless (i) such an arrangement would not be permitted by the Act or (ii) where the Fair Price as determined by the Auditors is less than 110% of the price (if any) which the Company had previously notified to the Leaver as being in its opinion the Fair Price (or, if the price which the Company had previously notified was zero, the Fair Price as determined is not more than 10% of the Issue Price of such Shares), in which event the cost shall be borne by the Leaver.
- 14.7 Where any Shares ("Further Leaver Shares") are acquired by a Leaver after the Final Leaving Date, the provisions of this Article 14 shall be deemed to apply to such Further Leaver Shares on the same terms (including as to price per Share) as if they were Leaver Shares, save that for these purposes the Final Leaving Date shall be deemed to be the first anniversary of the date on which the Leaver acquires the Further Leaver Shares
- 14.8 Following the giving of a Sale Notice pursuant to this Article 14, any Shares registered in the name of the Leaver shall, until such Shares have been transferred in accordance with this Article 14, not have any rights under Article 11 nor confer the right to receive notice of, attend or vote at any general meeting of the Company or of that class of Shares or any written resolution of the Company or any written resolution or written consent of that class of Shares and such Shares shall not be counted in determining the total number of votes which may be cast at any such meeting or on any such written resolution or written consent of any members or class of Members.
- 15 Drag Along**
- 15.1 In these Articles a "Qualifying Offer" shall mean a bona fide offer in writing on arm's length terms which is made by or on behalf of any person (the "Offeror"), and which is communicated to any one or more of the Shareholders, and is for all of the Shares not already owned by the Offeror or persons connected or acting in concert with the Offeror.
- 15.2 Subject to Articles 8, 15.9 and 15.10, the Qualifying Offer shall set out the consideration payable under it, which shall
- (a) be equal to the highest consideration offered to each Accepting Shareholder for each Share of the same class, and

- (b) subject to Article 15.3, be in the same form as that offered for each Share of the same class, shall be paid, issued or satisfied (as the case may be) at the same time as the consideration is paid, issued or satisfied (as the case may be) for each Share of the same class and shall be subject to the same payment terms.
- 15.3 For the purposes of Article 15.2 “**consideration**” shall (unless, and to the extent, otherwise directed by Investor Direction) exclude any consideration in the form of any share, debt instrument or other security in the capital of the Offeror or any member of the same group of companies as the Offeror (the “**Offeror Group**”) provided that, if such form of consideration is to be excluded, the Qualifying Offer comprises an alternative consideration for each Share which is of equivalent value to such consideration.
- 15.4 If the Investor Majority (the “**Accepting Shareholders**”) has indicated in writing that they wish to accept the Qualifying Offer, then the provisions of this Article 15 shall apply.
- 15.5 The Accepting Shareholders may give written notice (a “**Drag Notice**”) to the remaining holders of Shares (the “**Other Shareholders**”) of their wish to accept the Qualifying Offer and the Other Shareholders shall thereupon become bound to accept the Qualifying Offer and to transfer their Shares to the Offeror (or his nominee) with full title guarantee on the date specified by the Accepting Shareholders
- 15.6 If the Offeror has also agreed to purchase other classes of shares in the Company and/or Loan Stock from the Accepting Shareholders, to the extent that some or all of the Other Shareholders hold other classes of shares in the Company and/or Loan Stock the Drag Notice may also require each of the Other Shareholders to transfer all of the other classes of shares in the Company and Loan Stock held by them to the Offeror at such consideration as is equal to the highest consideration offered for each such share or Loan Note (as applicable) by the Offeror to the Accepting Shareholders. The relevant provisions of this Article 15 shall apply to the other classes of shares in the Company and Loan Stock held by the Other Shareholders and references to any Other Shareholder’s Shares shall be construed accordingly (with such other amendments made to the relevant provisions of this Article 15 as are necessary).
- 15.7 If any Other Shareholder shall not, within 5 Business Days of being required to do so, execute and deliver transfers in respect of the Shares held by him and deliver the certificate(s) in respect of the same (or a suitable indemnity in lieu thereof), then any Accepting Shareholder shall be entitled to execute, and shall be entitled to authorise and instruct such person as he thinks fit to execute, the necessary transfer(s) and indemnities on the Other Shareholder’s behalf and against receipt by the Company (on trust for such Shareholder) of the consideration payable for the relevant Shares, to deliver such transfer(s) and certificate(s) or indemnities to the Offeror (or his nominee) and to register such Offeror (or his nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person.
- 15.8 If any Shares are issued by the Company at any time after the date of the Drag Notice (the “**Further Shares**”) (whether pursuant to the exercise of options or warrants or otherwise), the Accepting Shareholders shall be entitled to serve an additional Drag Notice (a “**Further Drag Notice**”) whereupon the holders of such Further Shares shall become bound to transfer their Further Shares to the offeror

(or his nominee) with full title guarantee on the date specified in the Further Drag Notice and for the same consideration payable under the Qualifying Offer and Article 15.2. The provisions of Articles 15.6 (and to the extent directed by Investor Direction) Articles 15.6 and 15.7 shall apply mutatis mutandis to any transfer of Shares under this Article 15.8.

- 15.9 Each Other Shareholder shall pay its/his pro rata share calculated by reference to the number of Shares held by each Shareholder (as a deduction from the gross pre-tax proceeds to be received, without prejudice to any other deductions lawfully required to be made) of the costs incurred by the Accepting Shareholders in connection with the Qualifying Offer and the transfer of Shares to the extent that such costs can reasonably be demonstrated to have been incurred on behalf of the Accepting and Other Shareholders.
- 15.10 The provisions of Article 8 shall apply to a Sale under this Article 15.

16 Tag Along

- 16.1 Other than pursuant to Articles 13, 14 and 15, if at any time one or more of the holders of the A Ordinary Shares or B Ordinary Shares or (the “**Proposed Sellers**”) propose to sell to any person, in one or a series of related transactions, all or part of their A Ordinary Shares or B Ordinary Shares (a “**Proposed Sale**”), the Proposed Sellers shall give written notice to the other holders of Shares of any Proposed Sale at least 10 Business Days prior to the proposed date of completion thereof. Such notice shall set out, to the extent not described in any accompanying documents, the identity of the proposed buyer (the “**Proposed Buyer**”), the sale price and other terms and conditions of payment, the proposed date of sale and the number of Shares to be acquired by the Proposed Buyer.
- 16.2 Subject to Article 16.5 below, the Proposed Sale may not be completed unless the Proposed Buyer has unconditionally offered to buy all or, if the Proposed Sale is of fewer than all of the Proposed Sellers’ Shares, the same proportion of the Shares as the Shares proposed to be sold by the Proposed Sellers bears to the total holding of Shares of such Proposed Sellers’ Shares (other than any Shares already owned by the Proposed Buyer or persons connected or acting in concert with him), on the following terms:
- (a) the consideration to be paid, issued or satisfied (as the case may be) for each Share shall be equal to the highest consideration offered for each A Ordinary Share or B Ordinary Share or C Ordinary Share (as the case may be) pursuant to the Proposed Sale; and
 - (b) subject to Article 16.4, the consideration shall be in the same form as that offered for the A Ordinary Shares or B Ordinary Shares or C Ordinary Shares (as the case may be) pursuant to the Proposed Sale, shall be paid, issued or satisfied (as the case may be) at the same time and shall be subject to the same payment terms as apply to the Proposed Sale.
- 16.3 Such offer shall remain open for acceptance for not less than 21 days.
- 16.4 For the purposes of Article 16.2, “consideration” shall (unless, and to the extent, otherwise directed by Investor Direction) exclude any consideration in the form of any share, debt instrument or other security in the capital of the Proposed Buyer or any member of the same group of companies as the Proposed Buyer (the “**Buyer Group**”) provided that, if such form of consideration is to be excluded, an

alternative consideration for each A Ordinary Share, B Ordinary Share or C Ordinary Share (as the case may be) is offered which is of equivalent value to such excluded consideration.

- 16.5 If the Proposed Buyer has also agreed to purchase other classes of shares in the Company and/or Loan Stock from the Proposed Sellers pursuant to the Proposed Sale, to the extent that some or all of the Shareholders other than the Proposed Sellers ("Tagging Shareholders") hold other classes of shares in the Company and/or Loan Stock, the Proposed Buyer must also offer to acquire (at such consideration per Loan Note as is equal to the highest consideration per other classes of shares in the Company such shares or Loan Note (as applicable) offered to the Proposed Sellers pursuant to the Proposed Sale) such proportion of the other classes of shares in the Company or Loan Stock (as applicable) held by the Tagging Shareholders as the proportion of such shares or Loan Stock to be transferred by the Proposed Sellers bears to the total number of other classes of shares in the Company or Loan Stock held by the Proposed Sellers prior to the transfer. The relevant provisions of this Article 16 shall apply to the other classes of shares in the Company and Loan Stock held by Tagging Shareholders and references to any Tagging Shareholder's Shares shall be construed accordingly (with such other amendments made to the relevant provisions of this Article 16 as are necessary).
- 16.6 The provisions of Articles 16.1 and 16.2 shall not apply to any Proposed Sale which is a Permitted Transfer under Article 13, any transfer in accordance with Article 14 or any Proposed Sale which is to take place pursuant to a Qualifying Offer under Article 15.
- 16.7 Each Shareholder who is not a Proposed Seller shall pay its/his pro rata share calculated by reference to the number of Shares held by each Shareholder (as a deduction from the gross pre-tax proceeds to be received, without prejudice to any other deductions lawfully required to be made) of the costs incurred by the Proposed Sellers in connection with the Proposed Sale and the transfer of Shares to the extent that such costs can reasonably be demonstrated to have been incurred on behalf of all the Shareholders.

17 Proceedings of Shareholders

- 17.1 Subject to Article 17.2, no business shall be transacted at any general meeting unless a quorum of Shareholders is present at the time when the meeting proceeds to business. Two persons entitled to vote upon the business to be transacted, one being an Investor or a proxy for the Investor and the other being a B Ordinary Shareholder or a proxy for a B Ordinary Shareholder, shall be a quorum.
- 17.2 If within 30 minutes from the time appointed for a general meeting a quorum is not present, the meeting shall be adjourned to such other place, date and time as the Investor Majority shall determine. Each Shareholder not present or represented at the meeting shall be notified by the Company by any form of notice in writing of the date, time and place of the adjourned meeting. If at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting, an Investor, if present or duly represented, shall constitute a quorum or, if no Investor is present or duly represented, the meeting shall be dissolved.
- 17.3 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded at any general meeting by the chairman, or by any Shareholder present in person or by

proxy and entitled to vote or by a duly authorised representative of a corporation which is a Shareholder entitled to vote.

- 17.4 When a poll has been demanded it shall be taken immediately following the demand and in such manner as the chairman of the meeting directs, but a demand for a poll may be withdrawn if.

- (a) the poll has not yet been taken; and
- (b) the chairman of the meeting consents to the withdrawal.

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

- 17.5 The chairman of the meeting may appoint scrutineers (who need not be members) and decide how and when the result of the poll is to be declared.

- 17.6 The provisions of these Articles relating to general meetings of the Company or to the proceedings thereat shall, with the necessary changes being made, apply to every separate meeting of the holders of any class of Share, except that the necessary quorum shall be two persons holding or representing by proxy at least one third in nominal amount of the issued shares of that class.

18 Proxies

- 18.1 A member may appoint another person as his proxy to exercise all or any of his rights to attend and to speak and to vote (both on a show of hands and on a poll) on a resolution or amendment of a resolution, or on other business arising, at a meeting or meetings of the Company. A member may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by the member.

- 18.2 An instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Board must be delivered to the registered office of the Company:

- (a) in the case of a general meeting or an adjourned meeting, not less than 48 hours before the time appointed for the holding of the meeting or to the place of the meeting at any time before the time appointed for the holding of the meeting; and
- (b) subject to Article 17.5, in the case of a proxy notice given in relation to a poll, before the end of the meeting at which the poll was demanded.

In calculating when a proxy notice is to be delivered, no account is to be taken of any part of a day that is not a Business Day. A notice revoking the appointment of a proxy must be given in accordance with the Act

- 18.3 The termination of the authority of a person to act as proxy or as the duly authorised corporate representative of a member does not affect whether he counts in deciding whether there is a quorum at a meeting, the validity of anything he does as chairman of a meeting, the validity of a poll demanded by him at a meeting or the validity of a vote given by that person unless notice of the termination is given in writing by or on behalf of the member by whom or on whose behalf the corporate representative was appointed or the proxy notice was given and is received by the Company at its registered office or, in the case of a proxy,

the proxy notification address one hour before the start of the general meeting or adjourned meeting to which it relates.

19 Directors

- 19.1 The Company must have not less than two Directors but there shall be no maximum number of Directors.
- 19.2 Without prejudice to their rights under these Articles or as a matter of law, on the Original Adoption Date the Investor Majority may appoint and maintain in office up to two Directors (be they executive or non-executive directors). Without prejudice to any other rights the Investor Majority may have under these Articles or as a matter of law, the Investor Majority are entitled, from time to time at any time after the Original Adoption Date, to appoint to, and remove from, the Board and the board of directors of any Group Company and any committee thereof such number of directors (other than the B Director) as they may direct (whether executive or non-executive) and upon removal to appoint other people in their place.
- 19.3 Without prejudice to its rights under the Articles or as a matter of law, the B Ordinary Shareholder Majority may appoint and maintain in office up to two non-executive B Directors.
- 19.4 Unless otherwise agreed in writing by the Shareholders, any appointment or removal of a Director under Article 19 shall take effect at the time when notice in writing of the appointment or removal, signed by or on behalf of the Shareholder making the appointment or effecting the removal, is lodged at the Company's registered office (marked for the attention of the Secretary) or produced to a meeting of the Directors.
- 19 5 No Director shall be appointed otherwise than as provided in these Articles. Model Article 17(1) does not apply.

20 Directors' Written Resolution

- 20.1 A proposed Directors' written resolution is adopted when all the Directors who would have been entitled to vote on the resolution at a Directors' meeting have signed one or more copies of it or have otherwise indicated their agreement to it in writing, provided that those Directors would have formed a quorum at such a meeting. A Director indicates his agreement in writing to a proposed Directors' written resolution when the Company receives from him an authenticated document identifying the resolution to which it relates and indicating the Director's agreement to the resolution, in accordance with section 1146 of the Act. Once a Director has so indicated his agreement, it may not be revoked.
- 20.2 A written resolution signed by an alternate director (or to which an alternate director otherwise indicates his agreement in writing) need not also be signed by his appointor and, if it is signed by his appointor (or his appointor otherwise indicates his agreement to it in writing), it need not be signed by the alternate director in that capacity.
- 20 3 A director may sign or otherwise indicate his agreement to the written resolution before or after the time by which the notice proposed that it should be adopted.

- 20.4 Once a Directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a Directors' meeting in accordance with these Articles.

21 Proceedings of Directors

General

- 21.1 Subject to the provisions of these Articles and to any agreement from time to time between the Shareholders, the Directors may regulate their proceedings as they think fit.
- 21.2 Subject to Articles 21.3 and 22.1, the quorum for the transaction of business at any meeting of the Directors shall be one Investor Director (if in office) and one B Director
- 21.3 If within 30 minutes from the time appointed for a Board meeting a quorum is not present, the meeting shall be adjourned to such other place, date and time as the Investor shall determine. Each Director not present at the original meeting shall be notified by the Company by any form of notice in writing of the date time and place of the adjourned meeting. If at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting, an Investor Director present shall constitute a quorum, or if no such directors are present, the meeting shall be dissolved. For the purposes of this Article 21, a Director shall be considered to be "present" and/or to "attend" a meeting if he participates by way of telephone or video conferencing or appoints an alternate who attends or participates by telephone or video conferencing.
- 21.4 The Investor Directors shall be entitled to appoint a Chairman for any meeting of the Directors or of any committee of the Directors. The Chairman of the Directors and of each committee of the Directors shall have a second or casting vote in the case of an equality of votes.
- 21.5 All business arising at any meeting of the Directors or of any committee of the Directors shall be determined only by resolution and no such resolution shall be effective unless carried by a majority of the Directors present.
- 21.6 Where a decision of the Directors is taken by electronic means, that decision must be recorded in permanent form, so that it may be read with the naked eye.

22 Directors' Interests

- 22.1 Notwithstanding any provision of these Articles or otherwise, each B Director may be asked by the Chairman or an Investor Director to absent himself from any meeting while discussions relating to any Commercial Agreement ("Sensitive Matter") are held and such B Directors shall not count in the quorum (and in such instance quorum requirements shall be adjusted appropriately) or have any right to vote in relation to any matter relating to any Sensitive Matter.
- 22.2 Notwithstanding any other provision in these Articles or otherwise, unless the Investor Majority determines in writing otherwise, the Company shall not provide any information or documentation containing any information relating to a Sensitive Matter to any B Ordinary Shareholder (not required to be provided by the terms of any Commercial Agreement) or B Director or shall provide (where possible) redacted information or documentation not including information relating to a Sensitive Matter.

- 22.3 If a situation arises or exists in which a Director has or could have a Situational Conflict, without prejudice to the provisions of Articles 22.1 or 22.5 to 22.8, the Director concerned, or any other Director, may propose to the Board that such Situational Conflict be authorised, such proposal to be made in writing and delivered to the other Directors or made orally at a meeting of the Board, in each case setting out particulars of the Situational Conflict in question. Subject to the Act, the Directors may authorise such Situational Conflict and the continuing performance by the relevant Director of his duties as a Director of the Company on such terms as they may think fit. If a Situational Conflict is not authorised in accordance with this Article 22.3 or Articles 22.5 to 22.8, the Director with the Situational Conflict shall not count in the quorum (and in such instance quorum requirements shall be adjusted appropriately), or have any right to vote in relation to any matter relating to any Situational Conflict or be entitled to receive documentation containing any information relating to a Situational Conflict (but, for the avoidance of doubt such a Director may receive (where possible) redacted information or documentation not including information relating to the Situational Conflict).
- 22.4 The relevant Director shall not be counted in the quorum at the relevant meeting of the Directors to authorise such Situational Conflict nor be entitled to vote on the resolution authorising it. If the relevant Director is a sole Investor Director, for the purposes of any part of the meeting of the Directors at which a resolution authorising the relevant Situational Conflict pursuant to section 175(4)(b) of the Act is to be considered, the quorum requirement for such part of the meeting shall be any two Directors, neither of whom have any interest in the matter.
- 22.5 Subject to compliance by him with his duties as a Director under Part X of the Act (other than the duty in section 175(1) of the Act which is the subject of this Article 22.5), a Director (including the chairman of the Company (if any) and any other non-executive Director) may, at any time:
- (a) be an officer of, employed by, or hold Shares or other securities (whether directly or indirectly) in, the Company; or
 - (b) be a director or other officer of, employed by or hold shares or other securities (whether directly or indirectly) in, or otherwise be interested, whether directly or indirectly, in any other Group Company,
- (in either case a “Group Company Interest”) and notwithstanding his office or the existence of an actual or potential conflict between any Group Company Interest and the interests of the Company which would fall within the ambit of that section 175(1), the relevant Director.
- (c) shall be entitled to attend any meeting or part of a meeting of the Directors or a committee of the Directors at which any matter which may be relevant to the Group Company Interest may be discussed, and to vote on any resolution of the Directors or a committee thereof relating to such matter, and any board papers relating to such matter shall be provided to the relevant Director at the same time as the other Directors (save that a Director may not vote on any resolution in respect of matters relating to his employment with the Company or other Group Company);
 - (d) shall not be obliged to account to the Company for any remuneration or other benefits received by him in consequence of any Group Company Interest; and

- (e) will not be obliged to disclose to the Company or use for the benefit of the Company any confidential information received by him by virtue of his Group Company Interest and otherwise than by virtue of his position as a Director, if to do so would breach any duty of confidentiality to any other Group Company or third party.
- 22.6 Subject to compliance by him with his duties as a Director under Part X of the Act (other than the duty in section 175(1) of the Act to the extent that it is the subject of this Article 22.6), each Investor Director may be a director or other officer of, employed by, hold shares or other securities in, or otherwise be interested, whether directly or indirectly, in:
- (a) any Investor, Investor Associate, or other entity which, directly or indirectly, holds Shares in the Company (a “Relevant Investor”) and as such the Investor Director may, on behalf of the Investor, give or withhold any consent or give any direction required of any Investor or Investors pursuant to the terms of any subscription, investment or shareholders’ agreement relating to the Company, or of any similar agreement or document ancillary to such an agreement; or
 - (b) any other company in which a Relevant Investor also holds shares or other securities or is otherwise interested, whether directly or indirectly,
- (in either case an “Investor Director Interest”), and notwithstanding his office or the existence of an actual or potential conflict between any Investor Director Interest and the interests of the Company which would fall within the ambit of section 175(1) of the Act the relevant Investor Director.
- (c) shall be entitled to attend any meeting or part of a meeting of the Directors or a committee of the Directors at which any matter which may be relevant to the Investor Director Interest may be discussed, and to vote on a resolution of the Directors or a committee thereof relating to such matter, and any board papers relating to such matter shall be provided to the relevant Investor Director at the same time as other Directors;
 - (d) shall not be obliged to account to the Company for any remuneration or other benefits received by him in consequence of any Investor Director Interest;
 - (e) shall be entitled to consult freely about the Group and its affairs with, and to disclose, for investment appraisal purposes, Confidential Information to, any Investor, Investor Associate, or proposed investor in the Group or any other person on whose behalf it is investing in the Group, and to the Group’s auditors, lenders and proposed lenders (or with and to any of its or their professional advisers); and
 - (f) will not be obliged to disclose to the Company or use for the benefit of the Company any other confidential information received by him by virtue of his Investor Director Interest and otherwise than by virtue of his position as a Director.
- 22.7 Subject to compliance by him with his duties as a Director under Part X of the Act (other than the duty in section 175(1) of the Act to the extent that it is the subject of this Article 22.7), each B Director may be a director or other officer of, employed by, hold shares or other securities in, or otherwise be interested, whether directly or indirectly, in:

- (a) any entity which, directly or indirectly, holds Shares in the Company (a “B Investor”); or
- (b) any other company in which a B Investor also holds shares or other securities or is otherwise interested, whether directly or indirectly,

(in either case a “B Director Interest”), and notwithstanding his office or the existence of an actual or potential conflict between any B Director Interest and the interests of the Company which would fall within the ambit of section 175(1) of the Act the relevant B Director:

- (c) shall be entitled to attend any meeting or part of a meeting of the Directors or a committee of the Directors at which any matter which may be relevant to the B Director Interest may be discussed, and to vote on a resolution of the Directors or a committee thereof relating to such matter, and any board papers relating to such matter shall be provided to the relevant B Director at the same time as other Directors;
- (d) shall not be obliged to account to the Company for any remuneration or other benefits received by him in consequence of any B Director Interest;
- (e) shall be entitled to consult freely about the Group and its affairs with, and to disclose, for investment appraisal purposes, Confidential Information to, any B Investor or proposed investor in the Group or any other person on whose behalf it is investing in the Group, and to the Group’s auditors, lenders and proposed lenders (or with and to any of its or their professional advisers);
- (f) for the purposes of facilitating an Exit, shall be entitled to disclose any Confidential Information to any proposed purchaser, underwriter, sponsor or broker, subject to the relevant B Director using his reasonable endeavours to procure that any such recipient is made aware that it is Confidential Information and agrees to treat it accordingly; and
- (g) will not be obliged to disclose to the Company or use for the benefit of the Company any other confidential information received by him by virtue of his B Director Interest and otherwise than by virtue of his position as a Director.

22.8 For the purposes of Articles 22.5 to 22.7, the expression “**confidential information**” shall mean all information (whether oral or recorded in any medium) relating to any Group Company’s business, financial or other affairs (including future plans of any Group Company) which is treated by a Group Company as confidential (or is marked or is by its nature confidential)

Without prejudice to Articles 22.5 to 22.7, any Director who has a Group Company Interest, any Investor Director who has an Investor Director Interest and any B Director who has a B Director Interest shall, as soon as reasonably practicable following the relevant Interest arising, disclose to the Board the existence of such Interest and the nature and extent of such Interest so far as the relevant Investor Director or other Director is able at the time the disclosure is made PROVIDED that no such disclosure is required to be made of any matter in respect of which the relevant Investor Director, B Director or other Director owes any duty confidentiality to any third party. A disclosure made to the Board under this Article 22.8 may be made either at a meeting of the Board or by notice in writing to the Company marked for the attention of the Directors.

22.9 Notwithstanding the provisions of Articles 22.1, 22.5, 22.6 and 22.7, the Investor Majority from time to time may, at any time, by notice in writing to the Company, authorise, on such terms as they shall think fit and shall specify in the notice:

- (a) any Situational Conflict which has been notified under Article 22.3;
- (b) any Situational Conflict which has been notified under Article 22.3 and which arises by virtue of his appointment or proposed appointment as a director or other officer of, and/or his holding of shares or other securities (whether directly or indirectly) in, any company other than a Group Company; or
- (c) any Group Company Interest or Investor Director Interest which has been disclosed to the Board under Articles 22.5 to 22.7,

(whether or not the matter has already been considered under, or deemed to fall within, Article 22.1, 22.5, 22.6 or 22.7, as the case may be).

22.10 No contract entered into shall be liable to be avoided by virtue of:

- (a) any Director having an interest of the type referred to in Article 22.3 where the relevant Situational Conflict has been approved as provided by that Article or which is authorised pursuant to Article 22.9,
- (b) any Director having a Group Company Interest which falls within Article 22.5 or which is authorised pursuant to Article 22.9; or
- (c) any Investor Director having an Investor Director Interest which falls within Article 22.5 or which is authorised pursuant to Article 22.8.

22.11 The provisions of Articles 22.3 to 22.10 shall not apply to Transactional Conflicts but the following provisions of this Article 22.11 and Article 22.12 shall so apply. Any Director may be interested in an existing or proposed transaction or arrangement with the Company provided that he complies with the Act and (if applicable) Articles 22.12 and 22.13.

22.12 Subject to the provisions of the Act, and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a director notwithstanding his office:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
- (c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

22.13 For the purposes of Article 22.12.

- (a) a general notice given to the Directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and
- (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

22.14 Without prejudice to the obligation of each Director to declare an interest in accordance with the Act, a Director may vote at a meeting of the Board or of a committee of the Board on any resolution concerning a matter in which he has an interest, whether direct or indirect, which relates to a transaction or arrangement with the Company, or in relation to which he has a duty. Having so declared any such interest or duty he may have, the Director shall be counted in the quorum present when any such resolution is under consideration and if he votes on such resolution his vote shall be counted.

23 Appointment and Removal of Directors

23.1 Any person who is willing to act as a director and is permitted by law to do so may be appointed as a director of the Company either:

- (a) by ordinary resolution of the members; or
- (b) by a resolution of the Board

23.2 In addition, the Investor Majority shall be entitled at any time to appoint any person or persons to the Board, and to remove any Director (other than the B Director) from the Board for any reason whatsoever, and to appoint another person or persons in his place. Each such appointment and removal shall be made by notice in writing served on the Company and shall take effect on the date specified in the notice.

24 Retirement by Rotation

The Directors shall not be liable to retire by rotation.

25 Executive Office

Subject to the Act, the Directors, with an Investor Consent, may appoint one or more of their number to the office of managing director or to any other executive office of the Company and may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the Directors, with an Investor Consent, determine and they may remunerate any such Directors for his services as they, with an Investor Consent, think fit. Any appointment of a Director to an executive office shall determine if he ceases to be a Director but without prejudice to any claim for damages he may have for breach of the contract of service between the Director and the Company.

26 Company Secretary

Subject to the Act, the company secretary (if any) shall be appointed by the Directors for such term at such remuneration and upon such conditions as they may think fit, and any company secretary so appointed may be removed by the Directors.

27 Indemnity and Insurance

27.1 Subject to, and on such terms as may be permitted by the Act, the Company may:

(a) indemnify, out of the assets of the Company, any director of the Company or any associated company against all losses and liabilities which he may sustain or incur in the performance of the duties of his office or otherwise in relation thereto (including, in respect of any director of either the Company or any associated company, where the Company or such associated company acts as trustee of a Pension Scheme, against liability incurred in connection with the relevant company's activities as trustee of such scheme),

(b) provide a Director with funds to meet expenditure incurred or to be incurred by him:

(i) at any time in defending any civil or criminal proceedings brought or threatened against him, or

(ii) in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority,

in either case in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or an associated company and the Company shall be permitted to take or omit to take any action or enter into any arrangement which would otherwise be prohibited under the Act to enable a Director to avoid incurring such expenditure;

(c) provide a director of any holding company of the Company with funds to meet expenditure incurred or to be incurred by him in:

(i) defending any civil or criminal proceedings brought or threatened against him; or

(ii) defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority,

in either case in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or an associated company and the Company shall be permitted to take or omit to take any action or enter into any arrangement which would otherwise be prohibited under the Act to enable such director to avoid incurring such expenditure; and

(d) purchase and maintain insurance for any Director or any director of any associated company against any liability attaching to any such person in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or any such associated company

27.2 For the purpose of Article 27.1 above, a company will be "associated" with another if one is a subsidiary of the other or both are subsidiaries of the same body corporate as such terms are defined in the Act.

28 Overriding Provisions

The Company shall not pay any dividends on its Shares, redeem its Shares or purchase its Shares if to do so would cause the Company to be in breach of the provisions of any Financing Document or the Investment Agreement.

29 Notices

- 29.1 Subject to the specific terms of these Articles, any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Board or a committee thereof) shall be in writing
- 29.2 Any Shareholder Communication may be served by the Company on, or supplied by the Company to, a Shareholder or other person personally or by sending it by first-class post in a pre-paid envelope or international overnight courier (in the case of Shareholders outside the United Kingdom) addressed to such Shareholder or other person at his postal address (as appearing in the Company's register of members in the case of Shareholders) or (except in the case of Excluded Notices and share certificates) by sending or supplying it in electronic form or by website communication in accordance with Articles 29.4 or 29.6. Excluded Notices shall be sent to or served upon the relevant person as required by these Articles in hard copy and delivered personally or sent by first-class post in a pre-paid envelope or international overnight courier (in the case of Shareholders outside the United Kingdom) and shall not be sent in electronic form.
- 29.3 In the case of a Shareholder Communication (including an Excluded Notice) sent by post to an address in the United Kingdom, proof that an envelope containing the communication was properly addressed, pre-paid and posted shall be conclusive evidence that it was sent and it shall be deemed to be given or received at the expiration of 48 hours after the envelope containing it was posted.
- 29.4 In the case of a Shareholder Communication (including an Excluded Notice) sent by international overnight courier to an address outside the United Kingdom, proof that an envelope containing the communication was properly addressed, pre-paid and sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least 5 Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider, shall be conclusive evidence that it was sent and it shall be deemed to be given or received at the expiration of 5 Business Days after the envelope containing it was posted.
- 29.5 Subject to the provisions of the Statutes, any Shareholder Communication (except an Excluded Notice or a share certificate) will be validly sent or supplied by the Company to a person if sent or supplied in electronic form provided that person has agreed (generally or specifically) (or, if the person is a company and is deemed by the Statutes to have agreed) that the communication may be sent or supplied in that form and:
- (a) the Shareholder Communication is sent in electronic form to such address as may for the time being be notified by the relevant person to the Company (generally or specifically) for that purpose or, if that relevant person is a company, to such address as may be deemed by a provision of the Statutes to have been so specified, and
 - (b) that person has not revoked the agreement.

- 29.6 Subject to the provisions of the Statutes, any Shareholder Communication (except an Excluded Notice or a share certificate) will be validly sent or supplied by the Company to a person if it is made available by means of a website communication where that person has agreed, or is deemed by the Statutes to have agreed (generally or specifically) that the communication may be sent or supplied to him in that manner and.
- (a) that person has not revoked the agreement;
 - (b) the person is notified in a manner for the time being agreed for the purpose between the person and the Company of:
 - (i) the presence of the Shareholder Communication on the Company's website,
 - (ii) the address of that website; and
 - (iii) the place on that website where the Shareholder Communication may be accessed and how it may be accessed; and
 - (c) the Shareholder Communication continues to be published on the Company's website throughout the period specified in the Act, provided that if it is published on the website for part but not all of such period, the Shareholder Communication will be treated as published throughout that period if the failure to publish it throughout that period is wholly attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid.
- 29.7 When any Shareholder Communication is sent by the Company in electronic form, it shall be deemed to have been given on the same day as it was sent to the address supplied by the Shareholder, and in the case of the provision of a Shareholder Communication by website communication, it shall be deemed to have been received when it was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that it was available on the website pursuant to Article 29.6(b).
- 29.8 Where in accordance with these Articles a Shareholder or other person is entitled or required to give or send to the Company a notice in writing (other than an Excluded Notice), the Company may, in its absolute discretion, (or shall, if it is deemed to have so agreed by any provision of the Statutes) permit such notices (or specified classes thereof) to be sent to the Company in such electronic form and at such address as may from time to time be specified (or be deemed by the Statutes to be agreed) by the Company (generally or specifically) for the purpose, subject to any conditions or restrictions that the Board may from time to time prescribe (including as to authentication of the identity of the person giving or sending such notice to the Company).
- 29.9 A Shareholder who has not supplied to the Company either a postal or an electronic address for the service of notices shall not be entitled to receive notices from the Company. If, on three consecutive occasions, a notice to a Shareholder has been returned undelivered, such Shareholder shall not thereafter be entitled to receive notices from the Company until he shall have communicated with the Company and supplied in writing to the office a new postal or electronic address for the service of notices. For these purposes, a notice shall be treated as returned undelivered if the notice is sent by post and is returned to the Company (or its agents) or, if sent

in electronic form, if the Company (or its agents) receive(s) notification that the notice was not delivered to the address to which it was sent.

- 29 10 In the case of joint holders of a Share, all Shareholder Communications shall be sent or supplied to the joint holder who is named first in the register, and a Shareholder Communication so sent or supplied shall be deemed sent or supplied to all joint holders. Any provision of this Article 29 which refers to anything agreed, notified or specified by a member shall be deemed to have been validly agreed, notified or specified, notwithstanding any provisions of the Statutes, if agreed, notified or specified by only one and not all of the joint holders of any Shares held in joint names.

30 **Winding-Up**

On any Winding-Up, the liquidator may, with Investor Consent and any other sanction required by the Act, divide among the members in specie the whole or any part of the assets of the company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability