

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

David Phillips Holdings Limited (Company Number 08130470)

(the "Company")

18 December 2017 (the "Circulation Date")

THURSDAY



A29 *A6LQ1UJC* #164
21/12/2017
COMPANIES HOUSE

We being the sole shareholder of the Company who at the date of the resolution set out below are entitled to attend and vote on such resolution as if it has been proposed in a general meeting of the Company **HEREBY PASS** pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the following written resolutions of the Company, resolution one as an ordinary resolution and resolution two as a special resolution (the "**Resolutions**") and agree that the Resolutions shall for all purposes be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.

ORDINARY RESOLUTION

1. THAT, in relation to a £4,297,500 term loan facility agreement to be dated on or around the date of the Resolution and made between (1) Occam Wile Limited and (2) HSBC Bank plc (the "**Lender**") (the "**Facility Agreement**"), the terms of, the arrangements contemplated by, and the execution, delivery, and performance by the Company of the following documents to which it is a party:

- a) an unlimited composite company guarantee to be given by Occam Wile Limited, David Phillips Furniture Ltd, Prelet Furniture Ltd, Peel Mount Contract Furnishings Limited, Milc Property Stylists Ltd, David Phillips Group Limited, Hamsard 3462 Limited, Hamsard 3463 Limited, Hamsard 3464 Limited and the Company to the Lender;
- b) the Epic Intercreditor Deed (as defined in the Facility Agreement);
- c) a fixed charge over the Reserve Account (as defined in the Facility Agreement) to be granted by the Company in favour of the Lender and a charge over the Reserve Account (as defined in the Facility Agreement) to be granted by the Company in favour of EPIC Private Equity LLP (as security trustee);
- d) a security confirmation deed to be given by Occam Wile Limited, David Phillips Furniture Ltd, Prelet Furniture Ltd, Peel Mount Contract Furnishings Limited, Milc Property Stylists Ltd, David Phillips Group Limited and David Phillips Holdings Limited;
- e) a composite guarantee and debenture to be granted by the Company and others in favour of EPIC Private Equity Limited (as security trustee) to guarantee and secure the payment of the Loan Notes to be issued by Midco (as such terms are defined in the Facility Agreement);

- f) a security trust deed to be executed by the Company and others in relation to the security granted by the Company and others and held by EPIC Private Equity Limited (as security trustee); and
- g) any further documents, deeds, instruments, agreements, powers of attorney, notices, requests (including but not limited to any utilisation requests, howsoever defined), acknowledgments, memoranda, statements or certificates as may be ancillary, necessary, desirable, required or requested in connection with the Facility Agreement and otherwise,

be and are hereby approved for the benefit and in the best interests of the Company.

SPECIAL RESOLUTION

2. THAT the articles of association of the Company be amended by the insertion of a new Article 15A as follows:

"Notwithstanding anything contained in these Articles, the directors shall not decline to register any transfer of shares, nor may they suspend such registration, where such transfer:

- (a) is to any Secured Party; or*
- (b) is delivered to the Company for registration by a Secured Party in order to perfect its security over the shares; or*
- (c) is executed by a Secured Party pursuant to the power of sale or otherwise under such security,*


and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company (or proposed transferor of such shares) to a Secured Party, and no Secured Party shall be required to offer the shares which are or are to be the subject of any such aforementioned transfer to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under the Articles or otherwise howsoever to require such shares to be transferred to them whether for consideration or not. Furthermore, notwithstanding anything contained in these Articles, the Company and the directors shall not be entitled to exercise any lien which the Company has in respect of those shares.

*For the purposes of this Article "**Secured Party**" means any bank or financial institution to which a security interest has been granted over the shares in the Company, or any nominee, receiver or other entity acting on its behalf. "*

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolutions.

The undersigned, being the sole member entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agrees to the Resolutions set out above.


.....
(Director)
for and on behalf of
Hamsard 3464 Limited

Dated: 18 December 2017

DATED

2017

DAVID PHILLIPS HOLDINGS LIMITED

ARTICLES OF ASSOCIATION
(adopted on 18 December 2017)

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COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
DAVID PHILLIPS HOLDINGS LIMITED
COMPANY NUMBER 8130470

(adopted by Special Resolution of the Company passed on 2017)

INTERPRETATION

1 MODEL ARTICLES 2017

- 1.1 The model articles for public companies (as set out in Schedule 3 to the Companies (Model Articles) Regulations 2008 SI No 3229 as amended before the date of adoption of these Articles) (the **Model Articles**) apply to the Company, except to the extent that they are excluded or modified by these Articles, to the exclusion of the model articles contained in any other enactment.
- 1.2 Model Articles 10, 11, 13(3), 14, 15, 16(1) to (4), 20, 21, 26, 37, 39, 41, 46(2), 48, 50, 51, 64, 67(3), 76(2), 80, 81(5)-(7) and 82 do not apply to the Company.

2 DEFINITIONS

- 2.1 In these Articles the following words and expressions will have the following meanings:

2012 Loan Note Instrument	Loan Note Instrument the instrument constituting the Loan Notes originally dated 18 September 2012;
2012 Loan Notes	the unsecured fixed rate loan notes 2017 of the Company constituted by the Loan Note Instrument;
2016 Loan Note Instrument	the instrument constituting the 2016 Loan Notes originally dated 28 April 2016;
2016 Loan Notes	the unsecured fixed rate loan notes 2020 of Bidco constituted by the 2016 Loan Note Instrument;
2017 Loan Note Instrument	the instrument constituting the 2017 Loan Notes originally dated

2017 Loan Notes	the secured fixed rate loan notes 2020 of Bidco constituted by the 2017 Loan Note Instrument;
A/B/F Dividend	has the meaning given in Article 5.1;
Accounting Period	the period commencing on 1 April and ending on 31 March;
Accounts	the audited accounts of the Company;
Acquisition	the purchase of a Controlling Interest in another company or the acquisition of a business as a going concern by a member of the Group;
Acquisition Agreement	the acquisition agreement between the Vendors (as defined therein) and Bidco entered into on 18 September 2012 relating to the acquisition by Bidco of the issued share capital of Occam Wile Limited;
Acquisition Date	shall have the meaning given in Article 18.6.1(b);
Acquisition Issue	an issue of any New Shares to one or more persons on bone fide arm's length terms as consideration in whole or in part for an Acquisition;
Adoption Date	the date on which these Articles are adopted as the articles of association of the Company;
A Dividend Proportion	such percentage as is equal to 100% minus (i) the B Dividend Proportion and (ii) the F Proportion;
A/C Proportion	such percentage as is equal to 100% minus (i) the BID Proportion, (ii) E Proportion and (iii) F Proportion;
A Share	an A ordinary share of £0.01 in the capital of the Company having the rights set out in these Articles;
A Shareholder	a registered holder of any A Share;
Asset Sale	the disposal by a Group Member of all or substantially all of the Group's undertaking or assets;
Audit Committee	a standing committee of the directors, named as such and comprising the chairman of the Board, one Investor Director and the CFO;
Auditors	the auditors of the Company from time to time;
Bad Leaver	a Relevant Individual who is a Leaver: (a) as a result of voluntary resignation; or

	(b) as a result of his employment being terminated by the Company or any other Group Member in circumstances justifying summary dismissal; or
	as a result of fraud or conviction of a criminal offence (other than a minor road traffic offence);
Bidco	David Phillips Group Limited, a private limited company registered in England and Wales with number 8132439 whose registered address is at 4th Floor, Imperial House, 15 Kingsway London WC2B 6UN;
Bidco Loan Note Instrument	the instrument constituting the Bidco Loan Notes originally dated 18 September 2012 (as amended and restated on 21 March 2016 and 28 April 2016);
Bidco Loan Notes	the unsecured fixed rate loan notes 2017 of Bidco constituted by the Bidco Loan Note Instrument;
Board	the board of directors of the Company as constituted from time to time;
B Dividend Proportion	such percentage as is equal to the B/D Proportion minus 3%;
B/D Proportion	shall be 0.00145% on the date of adoption of these Articles but shall be reduced by each Dilution Event so as to be W where: $W = (\text{B/D Proportion immediately prior to the Dilution Event}) \times (\text{Dilution Factor})$ <p>and provided that immediately prior to a Capital Event the B/D Proportion shall be adjusted in accordance with Article 8;</p>
B Share	a B Ordinary share of £0.01 in the capital of the Company having the rights set out in these Articles;
B Shareholder	a registered holder of any B Share;
CA 2006	the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;
Business Day	a day (which for these purposes ends at 5.30pm) on which banks are open for commercial business in the City of London other than a Saturday, Sunday or public holiday;
Called Shareholders	has the meaning given in Article 17.1;
Called Shares	has the meaning given in Article 17.1;

Called Shares Price	has the meaning given in Article 17.4;
Capital Event	a Share Sale, an Asset Sale, a Listing or a winding up or other return of capital;
Cessation Date	the date on which a Relevant Individual becomes a Leaver provided always that where an Employee ceases to be an employee, consultant and/or director in circumstances where he has served notice on a Group Company or a Group Company has served notice on him terminating his employment or engagement, then unless the Investors determine otherwise, the relevant Cessation Date shall be deemed to be the date of service of such notice and the Employee shall be deemed to be a Leaver with effect from such deemed Cessation Date;
CEO	the chief executive officer of the Group from time to time;
CFO	the chief financial officer of the Group from time to time;
Claim	a claim under the Acquisition Agreement or in respect of the warranties given by the Management Vendors under the Investment Agreement;
Compulsory Sale Loan Notes	has the meaning given in Article 18.2;
Compulsory Sale Notice	a notice served on a Compulsory Seller pursuant to Article 18.2;
Compulsory Sale Shares	has the meaning given in Article 18.2;
Compulsory Seller	has the meaning given in Article 18.2;
Connected Person	has the meaning given in section 839 of the Income and Corporation Taxes Act 1988;
Controlling Interest	an ownership interest conferring more than 50% in aggregate of the total voting rights of a company;
Credited as Paid Up	amounts paid up or credited as paid up on a Share including any premium;
C Share	a C ordinary share of £0.01 in the capital of the Company;
Dilution Event	the issue of A Shares or C Shares for any purpose other than a Non-Executive Issue;
Dilution Factor	where: $X = \frac{\text{Virtual Share Total}}{(\text{Virtual Share Total} + \text{the number of A Shares and/or C Shares issued on the relevant Dilution Event})}$

Drag Along Documents	any or all of the stock transfer forms or indemnities for lost share certificates, required by Dragging Shareholders to be executed by Called Shareholders to give effect to the provisions of Article 17;
Drag Along Notice	has the meaning given in Article 17.2;
Drag Along Right	has the meaning given in Article 17.1;
Drag Completion	the proposed place, date and time of completion of the transfer of the Called Shares as specified in the Drag Along Notice;
Dragging Shareholders	has the meaning given in Article 17;
Drag Offeror	has the meaning given in Article 17.1;
D Share	a D ordinary share of £0.01 in the capital of the Company;
Employee	a director (other than the Investor Directors) or employee of, or a consultant to, the Company and/or any member of the Group;
Employee Benefit Trust	any trust which may be established with the approval of the Board and with Investor Consent for the benefit of the Employees (which may include past Employees);
Employee Issue	the issue of any New Shares to an Employee with Investor Consent;
Encumbrance	any mortgage, charge, restriction, right to acquire or other third party right or encumbrance of whatever nature;
Equity Value	the value attributable to the Shares based on the Market Value of the Company as a whole on a V Acquisition Date determined in accordance with Article 19.2;
E Proportion	%, provided that if the F Proportion is greater than 50%, the E Proportion shall be reduced so as to equal: $10 - (10 \times FI)$ <p>Where $FI = \frac{F \text{ Proportion}}{50} - 1$</p>
E Share	an E ordinary share of £0.01 in the capital of the Company;
E Shareholder	a registered holder of any E Share;
Exit	the sale of the entire issued share capital of the Company, an Asset Sale or a Listing;

Facility Documents	has the meaning given in the Investment Agreement;												
Family Member	the spouse, civil partner, mother, father, grandmother, grandfather, brother, sister or child of an individual;												
Family Trust	a settlement set up by an individual provided that only such individual and/or Family Members of such individual are capable of being a beneficiary thereof;												
FPE	FPE Capital LLP, a limited liability partnership registered in England and Wales with number 0C397582 whose registered address is at 15 Suffolk Street, London SW1Y 4HG;												
F Proportion	an amount calculated by reference to the following table, such that the F Proportion shall be calculated on a straight line basis between the two closest amounts of 2017 Loan Notes in issue: <table data-bbox="670 824 1244 1220"> <tr> <th>No of 2017 Loan Notes in issue (£)</th><th>%</th></tr> <tr> <td>530,000</td><td>12.5</td></tr> <tr> <td>1,060,000</td><td>25</td></tr> <tr> <td>1,590,000</td><td>37.5</td></tr> <tr> <td>2,120,000</td><td>50</td></tr> <tr> <td>2,650,000</td><td>62.5</td></tr> </table>	No of 2017 Loan Notes in issue (£)	%	530,000	12.5	1,060,000	25	1,590,000	37.5	2,120,000	50	2,650,000	62.5
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530,000	12.5												
1,060,000	25												
1,590,000	37.5												
2,120,000	50												
2,650,000	62.5												
F Share	a F ordinary share of £0.01 in the capital of the Company;												
F Shareholder	a registered holder of any F Share												
FSMA	the Financial Services and Markets Act 2000;												
Fund	any open ended investment company or closed ended investment fund (both within the meaning of chapters 15 and 16 (as relevant) of the Listing Rules), bank, building society, industrial and provident or friendly society, unit trust, any other collective investment scheme (as defined in section 235 of FSMA), any professional client (within the meaning of the Conduct of Business Rules made under the FSMA), partnership, limited partnership, limited liability partnership, pension fund or insurance company or any person who is an authorised person (within the meaning of section 31(2) of the FSMA), and the term will include any subsidiary undertaking of any of the foregoing and any co-investment scheme or individual participating in a co-investment scheme in relation to any of the foregoing;												

Good Leaver	a Relevant Individual who is a Leaver and is not a Bad Leaver;
Group	the Company and its subsidiary undertakings from time to time and references to a member of the Group or a Group Member will be construed accordingly;
Insolvency Event	has the meaning given in Article 15.4;
Investment Agreement	an agreement originally dated 18 September 2012 and made between, inter alia, the Company, Bidco, the Managers and the Investors, as amended from time to time;
Investor Associate	in relation to an Investor: <ul style="list-style-type: none"> (a) each group undertaking of that Investor for the time being; (b) any general partner, limited partner or other partner in, or trustee, nominee, manager of, or adviser to, that Investor or any of its group undertakings; (c) any group undertaking of any trustee, nominee, manager of, or adviser to, that Investor or any of its group undertakings; (d) any Fund which has the same general partner, trustee, nominee, manager or adviser as that Investor or any of its group undertakings; and (e) any co-investment scheme in relation to that Investor;
Investor Consent	the consent or approval in writing of the Investors;
Investor Director	a director appointed pursuant to Article 31.3;
Investor and Investors	have the meaning given in the Investment Agreement;
Investor Cost	the aggregate of the amount Credited as Paid Up by the Investors in respect of the Shares they hold and the amount subscribed and paid up in respect of the Loan Notes plus any additional amounts invested by the Investors in the Group from time to time plus the aggregate of the direct costs of the Investors attributable to making (in whole or in part) their investments in the Group from time to time;
Investor Return	the aggregate of:

- (a) amounts received by the Investors from the Company by way of dividend or other distribution in respect of the Shares held by the Investors;
- (b) amounts received by the Investors on any return of capital by the Company;
- (c) interest received by the Investors in respect of the Loan Notes held by them;
- (d) amounts received by the Investors on the redemption or repayment of the Loan Notes held by them;
- (e) in the event of a Sale or Listing, the amount of the Realisation Proceeds received by the Investors;
- (f) any other amount received by the Investors from the Company in respect of the Loan Notes and the Ordinary Shares;
- (g) provided that in each case the receipt of A Shares by the Investors pursuant to the redemption of the 2012 Loan Notes (and calculation of accrued interest) and pursuant to the conversion of preference shares of £1.00 each in the capital of the Company, shall not be deemed to be an amount received or interest received. The Investor Return shall be less the aggregate of the direct costs of the Investors attributable to realising (in whole or in part) their investment in the Ordinary Shares and the Loan Notes;

Leaver

an Employee who ceases to be an employee or consultant of or to a Group Company and who in any such case does not continue as an employee, or consultant of or to another Group Company unless determined otherwise for the purposes of these Articles by the Investors;

Listing

- (a) the admission of all or any of the Company's (or any member of the Group's) equity shares to trading on the London Stock Exchange plc's markets for listed securities becoming effective; or
- (b) the admission of all or any of the Company's (or any member of the Group's) equity shares to trading on any other public securities market (including the Alternative Investment Market of the London Stock Exchange plc or any

successor market) approved by the Investors, becoming effective;

(c) and **Listed** will be construed accordingly;

Listing Date	the date on which all or any of the Company's (or any member of the Group's) equity shares are Listed (subject only (where relevant) to any announcement required in accordance with the rules of the relevant stock exchange or listing authority);
Listing Rules	the listing rules of the UK Listing Authority;
Loan Notes	the 2012 Loan Notes, 2016 Loan Notes, 2017 Loan Notes and Bidco Loan Notes;
Managers	has the meaning given in the Investment Agreement;
Management Vendors	has the meaning given in the Acquisition Agreement;
Market Value	has the meaning given in Articles 18 and 19;
Money Multiple	Y where: $Y = \text{Investor Return} \div \text{Investor Cost};$
New Shares	Shares or rights to subscribe for or to convert into Shares which, in either case, the Company proposes to allot or grant (as the case may be) after the Adoption Date;
Non-Executive Issue	the issue of New Shares to a non-executive director of the Company with Investor Consent;
Option Shareholder	has the meaning given in Article 17.8;
Ordinary Shares	the A Shares, B Shares, C Shares, D Shares, E Shares and F Shares and any other class of New Shares designated as Ordinary Shares by the Board (with Investor Consent) from time to time;
Permitted Issue	an Acquisition Issue, an Employee Issue or a Non-Executive Issue;
Permitted Transfer	a transfer of Shares permitted by Article 15.1;
Permitted Transferee	a person who holds shares pursuant to a Permitted Transfer;
Realisation Proceeds	(a) in the event of a Listing, the value placed on all the Ordinary Shares (excluding, for the avoidance of doubt, any shares to be issued by the Company on the Listing to raise additional finance for the Company);

- (b) in the event of a Sale, the value of consideration payable upon the Sale in respect of the Ordinary Shares provided that if the consideration for the sale comprises wholly or in part the issue of securities (not accompanied by a cash alternative) (aa) if the securities will rank *pari passu* with a class of securities already publicly traded, the value of such securities by reference to the closing mid-market price of the securities on the latest practical day prior to the date of the Sale, or (bb) the securities are not of such a class, the value of such securities determined by an independent investment bank (selected by the Company) in a certificate obtained for the purpose and addressed to the Company;

Relevant V Threshold	shall have the meaning given in Article 9.4;
Relevant Individual	an Employee (other than an Investor Director);
Relevant Situation	a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (other than a situation that cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of interest arising in relation to a transaction or arrangement with the Company);
Remuneration Committee	a standing committee of the directors, named as such and comprising the chairman of the Board, the CEO and one of the Investor Director(s) as constituted in accordance with clause 7.1 of the Investment Agreement;
Sale Date	the date on which a Share Sale takes place;
Share	a share in the capital of the Company;
Shareholder	a registered holder of any Share as recorded in the Company's register of members from time to time;
Share Sale	the sale of any Shares to any person pursuant to a transaction or series of transactions resulting in that person together with any Connected Persons or person acting in concert (as defined in the City Code on Takeovers and Mergers) holding a Controlling Interest in the Company, and persons who are holders of shares at the Adoption Date shall not be deemed to be acting in concert with each other;
Tag Offer	has the meaning given in Article 16.1;
Tag Offeror	has the meaning given in Article 16.1;

- Tag Seller** has the meaning given in Article 16.1;
- UK Listing Authority** the Financial Services Authority acting in its capacity as the competent authority for the purposes of Part VI of the FSMA including, where the context so permits, any committee, employee, officer or servant to whom any function of the UK Listing Authority may for the time being be delegated;
- Unallocated C Consideration** shall have the meaning given in Article 6.1.2(a);
- Unallocated D Consideration** Unallocated D Consideration shall have the meaning given in Article 6.1.2(b);
- Value Shares** the C Ordinary Shares and the D Ordinary Shares;
- Virtual Share Total** Z where:
- $$Z = \frac{\text{the number of A Shares and C Shares in issue}}{\text{A/C Proportion immediately prior to the Dilution Event}}$$
- V Acquisition Date** a V Issue Date or a V Transfer Date;
- V Issue Date** the date on which a particular Value Share is issued;
- Value Share Event** an issue or transfer of Value Shares; and
- V Transfer Date** the date on which a particular Value Share is transferred (other than pursuant to an Exit).
- 2.2 Words and phrases which are defined or referred to in or for the purposes of the CA 2006 as it is in force on the Adoption Date have the same meanings in these Articles (unless otherwise expressly defined in these Articles).
- 2.3 In these Articles, (unless the context otherwise requires):
- 2.3.1 words which refer to the singular number include the plural number and vice versa, words which refer to one gender include all genders, and words which refer to persons include bodies corporate and unincorporated associations;
- 2.3.2 reference to a statute or a statutory provision includes reference to:
- (a) the statute or statutory provision as modified or re-enacted or both from time to time; and
- (b) any subordinate legislation made under the statutory provision (as modified or re-enacted as set out above);
- 2.3.3 reference to an Article is to a provision of these Articles;
- 2.3.4 reference to a **transfer** of Shares or any similar expression will be deemed to include (without limitation):

- (a) any sale or other disposition of the legal or equitable interest in a Share (including any voting right attached to a Share) (**Interest**);
- (b) the creation of any Encumbrance over any Interest;
- (c) any direction by a Shareholder entitled to an allotment or issue of Shares that a Share be allotted or issued to some person other than himself; and
- (d) any grant of an option to acquire either or both of the legal and equitable ownership of any Share by any Shareholder entitled to any such Share;

2.3.5 reference to a **group undertaking** means, in relation to any undertaking, its holding company (if any) and its subsidiaries (as such terms are defined by sections 1159 and 1161 of the CA 2006) and any other subsidiaries of its holding company; and

2.3.6 reference to **written** or in **writing** includes any method of representing or reproducing words in a legible form.

2.4 Unless it is specifically stated otherwise, any dispute as to value, or as to calculations or adjustments to be made, or as to amount, whether in relation to Market Value of any Shares under Articles 18 or 19 or otherwise pursuant to these Articles, will be referred promptly to the Auditors for final determination. If the Auditors decline to act in respect of any such referral, or if there are no Auditors, the matter will be determined by an independent firm of chartered accountants agreed for the purpose by the parties concerned or, in default of agreement within 5 Business Days after the Auditors have declined to act, appointed by the incumbent president of the Institute of Chartered Accountants in England and Wales. The Auditors or independent accountants (as the case may be) will act as expert and not as arbitrator and their costs will be borne as directed by the Article in question or, if the Article is silent on the point, as directed by the Auditors/independent accountants. In the absence of any such direction, such costs will be borne equally between the parties concerned. The written certificate of the Auditors/independent accountants (as the case may be) will be conclusive and binding on the Company and the Shareholders (except in the case of fraud or manifest error).

2.5 The headings in these Articles are included for convenience only and do not affect the meaning of these Articles.

2.6 Where, for any purpose, an ordinary resolution of the Company is required, a special resolution is also effective for that purpose.

2.7 FPE shall be entitled to give consent, approval or notice on behalf of the Investors.

SHARES

General Provisions

3 POWERS TO ISSUE DIFFERENT CLASSES OF SHARE

- 3.1 Subject to these Articles, but without prejudice to the rights attached to any existing share, the Company may issue Ordinary Shares with the rights and restrictions set out in these Articles and any other Shares with such rights or restrictions as may be determined by ordinary resolution (including for the avoidance of doubt, rights to income and/or capital ranking in priority, *pari passu* or otherwise to any other class of Shares).
- 3.2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder.

4 CLASSES OF SHARES

Save as set out in these Articles, the A Shares, B Shares, C Shares, D Shares, E Shares and F Shares shall constitute separate classes of Shares.

5 INCOME

- 5.1 If:
- 5.1.1 the Board has recommended payment of the same; and
 - 5.1.2 Investor Consent has been given,
- then any profits which the Company determines to distribute in respect of any Accounting Period (**A/B/F Dividend**) will be applied on a non-cumulative basis amongst the holders of the A Shares, the B Shares and the F Shares as follows.
- 5.1.3 an amount equal to the A Dividend Proportion of the A/B/F Dividend shall be paid in cash on the amounts Credited as Paid Up on the A Shares and will belong to and be paid to the holders of the A Shares pro rata according to their holdings of A Shares;
 - 5.1.4 an amount equal to the B Dividend Proportion of the A/B/F Dividend shall be paid in cash on the amounts Credited as Paid Up on the B Shares and will belong to and be paid to the holders of the B Shares pro rata according to their holdings of B Shares; and
 - 5.1.5 an amount equal to the F Proportion of the A/B/F Dividend shall be paid in cash on the amounts Credited as Paid Up on the F Shares and will belong to and be paid to the holders of the F Shares pro rata according to their holdings of F Shares.
- 5.2 If at any time it is not possible to determine the amount of any dividend or payment by reference to any Accounts, such amount will be determined by reference to the latest available management accounts. Any dispute as to such amount will be determined in accordance with Article 2.4, whose provisions will apply as if set out in full in this Article.

- 5.3 The E Shares and the Value Shares shall not be entitled to receive any A/B/F Dividend but the Company may, with Investor Consent, declare a dividend in respect of the E Shares and/or the Value Shares, such dividend to be distributed to the holders of the E Shares and/or the Value Shares in proportion to the amounts that they would receive on an Exit were such Exit to take place on around the time of such dividend and the Equity Value of the Company shall be determined accordingly.
- 5.4 Model Article 70(1) is modified by the addition of the following words: "with Investor Consent" after the words "interim dividends" in the first sentence.

6 CAPITAL EVENT

- 6.1 On any Capital Event the total of all and any form of consideration received or receivable by the Shareholders at any time in respect of the Shares held by them, or which, in the case of a Share Sale, are the subject of a Share Sale shall be allocated between them so as to ensure the total of all or any form of consideration received or receivable by them will be applied in the following manner and order of priority:

6.1.1 first, in paying to the holders of:

- (a) the A Shares pro rata to the number of A Shares respectively held by them;
- (b) the B Shares pro rata to the number of B Shares respectively held by them; and
- (c) the F Shares pro rata to the number of the F Shares respectively held by them,

all unpaid arrears and accruals of any dividend declared on the Ordinary Shares on or before the date of such Capital Event provided that, for the avoidance of doubt, where there are insufficient funds to pay out such unpaid arrears and accruals of dividend, the A Shareholders shall receive the A Dividend Proportion, the B Shareholders shall receive the B Dividend Proportion and the F Shareholders shall receive the F Proportion of any amounts that are available for allocation;

6.1.2 second, in paying to the holders of the Ordinary Shares the excess (if any) above the amounts paid under Article 6.1.1, as follows:

- (a) an amount equal to the NC Proportion of the excess be paid to the holders of the A Shares and C Shares pro rata to the number of A Shares and C Shares respectively held by them save that in respect of each C Share, the amount of the Relevant V Threshold for that C Share shall be deducted from the amount paid to the holder in respect of that C Share, the total aggregate amount of all such deductions in respect of C Shares being the **Unallocated C Consideration**;
- (b) an amount equal to the B/D Proportion of the excess be paid to the holders of the B Shares and D Shares pro rata to the number of B Shares and D Shares respectively held by them save that in respect of each D Share, the amount of the Relevant V Threshold for that D

Share shall be deducted from the amount paid to the holder in respect of that D Share, the total aggregate amount of all such deductions in respect of D Shares being the **Unallocated D Consideration**;

- (c) an amount equal to the F Proportion of the excess to be paid to the holders of the F Shares pro rata to the number of F Shares held by them; and
- (d) an amount equal to the E Proportion of the excess to be paid to the holders of the E Shares pro rata to the number of E Shares held by them;

6.1.3 third, in paying:

- (a) the A/C Proportion of the Unallocated C Consideration to the holders of the A Shares pro-rata to the number of A Shares held by them;
- (b) the B/D Proportion of the Unallocated C Consideration to the holders of the B Shares pro-rata to the number of B Shares held by them;
- (c) the F Proportion of the Unallocated C Consideration to the holders of the F Shares pro-rata to the number of F Shares held by them;
- (d) the E Proportion of the Unallocated C Consideration to the holders of the E Shares pro-rata to the number of E Shares held by them; and
- (e) to the holders of the B Shares pro-rata to the number of B Shares held by them, the Unallocated D Consideration.

6.2 If a Listing occurs, the provisions of Article 6.1 shall apply mutatis mutandis to the value attributable to the Shares for the purpose of any reorganisation of the Company's share capital for the purpose of the Listing.

6.3 Any return on any Shares of a particular class will be made amongst their holders pro rata as nearly as possible to their respective holdings of Shares of that class.

7 BUYBACK OF SHARES

7.1 Subject to CA 2006, but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of CA 2006, including (without limitation) with cash up to any amount in a financial year not exceeding the lower of:

7.1.1 £15,000; and

7.1.2 the value of 5% of the Company's share capital.

8 RATCHET

8.1 Immediately before a Capital Event the B/D Proportion shall be adjusted as set out in this Article 8.

- 8.2 The adjustment to the B/D Proportion shall depend on the Money Multiple to be generated on the Capital Event (such Money Multiple to be calculated so as to include any Investor Returns to be received, and Investor Costs to be incurred, in respect of such Capital Event following the application of the ratchet notwithstanding that the conversion is to take place immediately before such Capital Event) and shall be calculated on the basis set out in the table below:

(1)	(2)
Money Multiple	Adjusted BID Proportion
Money Multiple <3	BID Proportion minus 3% (such that if, for example, the B/D Proportion prior to adjustment pursuant to this Article 8 was 16%, the adjusted B/D Proportion would be 13%)
$3 \leq \text{Money Multiple} < 3.5$	B/D Proportion minus 2% (such that if, for example, the B/D Proportion prior to adjustment pursuant to this Article 8 was 16%, the adjusted B/D Proportion would be 14%)
$3.5 \leq \text{Money Multiple} < 4$	B/D Proportion minus 1% (such that if, for example, the B/D Proportion prior to adjustment pursuant to this Article 8 was 16%, the adjusted B/D Proportion would be 15%)
$4 \leq \text{Money Multiple}$	The B/D Proportion shall not be adjusted pursuant to this Article 8

provided that, in each case, the adjusted B/D Proportion shall not be less than zero.

9 C SHARES AND D SHARES

- 9.1 On the first Value Share Event, the C Shares issued on that date (if any) shall be designated as C1 Shares and the D Shares issued on that date (if any) shall be designated as D1 Shares and a V1 Threshold shall be determined by the Company in respect of each C1 Share and/or D1 Share having regard to the Equity Value at the relevant V Issue Date and being the amount necessary to be deducted pursuant to Article 6.1.2(a) in respect of the C1 Shares and Article 6.1.2(b) in respect of the D1 Shares so far as possible to ensure that, at the relevant V Issue Date, the market value (within the meaning of s.272 TCGA) of the C1 Share or D1 Share equates to the price paid by the acquirer for the C1 Share or D1 Share taking account of, without limitation, the underlying profitability of the Company, prevailing economic conditions, the valuation and transactions relating to broadly comparable companies and the growth profile of the Company relative to the growth of broadly comparable companies.
- 9.2 On the second Value Share Event, the C Shares issued or transferred on that date (if any) and the D shares issued or transferred on that date (if any) shall be designated or redesignated as C2 Shares and D2 Shares respectively and a V2 Threshold shall be determined by the Company in respect of each C2 Share and/or D2 Share having regard to the Equity Value at the relevant V Acquisition Date and being the amount necessary to be deducted pursuant to Article 6.1.2(a) in respect of the C2 Shares and

Article 6.1.2(b) in respect of the D2 Shares so far as possible to ensure that, at the V Acquisition Date, the market value (within the meaning of s.272 TCGA) of the C2 Share or D2 Share equates to the price paid by the acquirer for the C2 Share or D2 Share taking account of, without limitation, the underlying profitability of the Company, prevailing economic conditions, the valuation and transactions relating to broadly comparable companies and the growth profile of the Company relative to the growth of broadly comparable companies.

- 9.3 The process set out at Article 9.2 shall be repeated for each subsequent V Share Event with the number suffixed to the class of C Share or D Share increasing by one from the designation used on the last V Share Event so that the C Shares and/or D Shares acquired (by subscription or transfer) on the next V Share Event would be C3 Shares and/or D3 Shares with a V3 Threshold then C4 Shares and/or D4 Shares with a V4 Threshold and so on. For the avoidance of doubt, where either no C Shares or no D Shares are issued or transferred on a particular V Share Event, the suffixed number for such class of Share on a subsequent V Share Event shall increase nonetheless so as to correspond to the suffixed number for the relevant V Threshold.
- 9.4 For the purposes of these Articles, the Relevant V Threshold shall be the V Threshold applicable to relevant designation of Value Shares such that the Relevant Threshold for the C1 Shares and/or D1 Shares is the V1 Threshold and so on.

10 FACILITY DOCUMENTS

Notwithstanding anything else in these Articles, the payment of dividends on all classes of the Shares and (if applicable) purchase of any class of Shares, shall be made only if and to the extent permitted by the Facility Documents. If any part of such payment cannot be made by virtue of the Facility Documents, then no such payment shall be made but the unpaid portion shall remain a debt due from the Company to the relevant Shareholder and the non-payment shall be without prejudice to any provisions of these Articles specifying the consequences of any such non-payment.

11 VARIATION OF SHARE RIGHTS

- 11.1 The rights attached to the Ordinary Shares may, in each case, be altered or abrogated (whether or not the Company is being wound up) only with the prior consent in writing of the holders of 75 per cent or more of that class or by a special resolution passed at a separate general meeting of the holders of the Shares of that class or by a written resolution of the holders of not less than 75 per cent of that class and for these purposes the Ordinary Shares shall be treated as one class of Share and Article 37.3 shall apply.
- 11.2 All the provisions of these Articles relating to general meetings of the Company or to the proceedings at general meetings will apply, with changes where appropriate, to separate general meetings referred to in Article 11.1, except that:
- 11.2.1 the quorum at a separate general meeting will be two Shareholders holding at least one half in nominal value of the issued shares of the class in question present in person or by proxy or by corporate representative (unless there is only one Shareholder of the relevant class in which case it will be one);

- 11.2.2 a poll may be demanded by the chairman or by any Shareholder of the class present in person or by proxy or by corporate representative; and
- 11.2.3 every Shareholder of the class will, on a poll, have one vote in respect of every share of the class held by him.

Issue of Shares

12 NEW ISSUES

- 12.1 Except for any Permitted Issue, any New Shares will be offered by the Directors for subscription to the holders of the Ordinary Shares (other than the holders of Value Shares in respect of the Value Shares held by them) with the A Shareholders being entitled to be offered the A Dividend Proportion of such New Shares, the B Shareholders being entitled to be offered the B Dividend Proportion of such New Shares and the F Shareholders being entitled to be offered the F Proportion of such New Shares. Of the A Dividend Proportion of the New Shares, each A Shareholder shall be entitled to be offered such proportion of New Shares as is equal (as nearly as possible) to the proportion of A Shares held by them at that time. Of the B Dividend Proportion of the New Shares, the B Shareholders shall be entitled to be offered such proportion of New Shares as is equal (as nearly as possible) to the proportion of B Shares held by them at that time. Of the F Proportion of the New Shares, each F Shareholder shall be entitled to be offered such proportion of New Shares as is equal (as nearly as possible) to the proportion of F Shares held by them at that time.
- 12.2 The offer will be made by notice specifying the number and class of Shares offered, the price per Share, and a time (being not less than 14 days) within which the offer, if not accepted, will be deemed to be declined. At the end of that period or, if earlier, on the receipt of an indication from the person(s) to whom such notice is given that he/they decline(s) to accept some or all of the Shares so offered, the Directors will offer the declined Shares in the same proportions to the holders of Ordinary Shares who have accepted all the Shares initially offered to them. This further offer will be made in the same manner as the original offer but may, at the discretion of the Directors, be limited to a period of 7 days after which it will (to the extent that any Shares remain unaccepted) be deemed to have been withdrawn.
- 12.3 Any Shares not taken up at the end of the procedure set out in Articles 12.1 and 12.2 may be offered by the Directors to a third party (to be approved by the Investors), and, subject to the prior approval of the Investors, such Shares will be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms as they think fit. However:
 - 12.3.1 no Shares will be issued at a discount;
 - 12.3.2 no Shares will be issued more than 3 months after the end of the period for acceptance of the last offer of such Shares under Articles 12.1 and 12.2 unless the procedure set out in those Articles is repeated in respect of such Shares; and
 - 12.3.3 no Shares will be issued on terms which are more favourable than those on which they were offered to the Shareholders.

- 12.4 In accordance with section 567(1) of the CA 2006, sections 561 and 562 of the CA 2006 shall not apply to an allotment of equity securities (within the meaning of section 560 of the CA 2006) by the Company.
- 12.5 If, due to any inequality between the number of New Shares to be issued and the number of Shares held by Shareholders entitled to have the offer of New Shares made to them, any difficulty arises in the apportionment of any such New Shares amongst the Shareholders, such difficulties will be determined by the Board with the consent of the Investors.

13 COMPANY'S LIEN OVER PARTLY PAID SHARES

- 13.1 The Company has a lien (the **Company's lien**) over every Share which is partly paid for any part of:
- 13.1.1 that Share's nominal value;
 - 13.1.2 any premium at which it was issued; and
 - 13.1.3 all other monies due to the Company from the holder of that Share or his estate, whether solely or jointly with any other person (whether a Shareholder or not),

which has not been paid to the Company, and which is payable immediately or at some time in the future, whether or not a call notice has been sent in respect of it. Model Article 52(1) shall not apply.

- 13.2 The Board may accept from any Shareholder the whole or any part of the amount remaining unpaid on any Share held by him even though no part of that amount has been called up.
- 13.3 The liability of a person who is in default of a call shall be increased by the addition, at the end of Model Article 57(1), of the words "and that person must pay all expenses that may have been incurred by the Company by reason of such failure".

Transfer and Transmission of Shares

14 PROHIBITED TRANSFERS

- 14.1 The Directors will not register any transfer of Shares to any of the following:
- 14.1.1 any person who, in the reasonable opinion of the Investor Directors is carrying on business directly or indirectly in competition with the Company or any other member of the Group, except that this restriction will not apply to:
 - (a) any Transfer with Investor Consent; or
 - (b) any transfer of Shares pursuant to Articles 0 or 17 (*Tag Along Rights and Drag Along Rights*); or
 - (c) any transfer of shares to an Investor or to the Company; or

- 14.1.2 any person who does not have legal capacity to comply fully with the provisions of these Articles.
- 14.2 Subject to Article 14.1, the Directors will not register a transfer of Shares unless:
 - 14.2.1 the transfer is a Permitted Transfer; and
 - 14.2.2 the proposed transferee has entered into a deed of adherence to, and in the form required by, the Investment Agreement unless the Investors agree in writing to waive the requirement for a Deed of Adherence.
- 14.3 For the purpose of ensuring that:
 - 14.3.1 a transfer of Shares is permitted under these Articles; or
 - 14.3.2 no circumstances have arisen pursuant to which Article 14.6 or Article 15.3 would apply; or
 - 14.3.3 no circumstances have arisen whereby the tag along provisions are required to be or ought to have been triggered pursuant to Article 0,

the Board may, and will if so requested by an Investor Director, require any Shareholder to procure that any person whom the Board or the Investor Director reasonably believe(s) to have information relevant to such purpose to provide the Company with such information and evidence as the Board or the Investor Director think fit. Pending the provision of such information the Board will be entitled to refuse to register any relevant transfer.
- 14.4 Failing such information or evidence being furnished to enable the Board to determine to its reasonable satisfaction that no such breach has occurred, or if as a result of such information and evidence the Board is reasonably satisfied that such breach has occurred, the Board may notify the holder of such Shares in writing of that fact and, if the holder fails to provide such information or evidence or remedy such breach within 10 Business Days of receipt of such written notice, then the relevant Shares shall cease to confer upon the holder thereof (or any proxy thereof) any rights:
 - 14.4.1 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 on any written resolutions of shareholders or of separate classes of shareholders; or
 - 14.4.2 to receive dividends or other distributions (other than the amount paid-up (including any premium) or amounts Credited as Paid Up (as the case may be) on the relevant Shares upon a return of capital); or
 - 14.4.3 otherwise attaching to such Shares; or
 - 14.4.4 to any further Shares issued in respect of such Shares or in pursuance of an offer made to the relevant holder,

and the holder may be required (by notice in writing to such holder from the Board) at any time following such notice to transfer some or all of his Shares to such person(s) and at a price determined by the Board.

- 14.5 The rights referred to in Article 14.4 shall be reinstated by the Board once the failure to provide information satisfactory to the Board, or to remedy the breach, is remedied or, if earlier, upon the completion of any transfer referred to in Article 14.4 above and may be reinstated by the Board at any time with Investor Consent.
- 14.6 If a Shareholder defaults in transferring Shares to be transferred pursuant to Article 14.4 (the *Relevant Shares*), the defaulting Shareholder will be deemed to have irrevocably appointed any Director to be his agent to execute, complete and deliver a transfer of the Relevant Shares in favour of the proposed purchaser against receipt by the Company of the consideration due for the Relevant Shares. The Company's receipt of the consideration will be a good discharge to the purchaser, who will not be bound to see its application. The Company will hold the consideration on trust for the relevant Shareholder(s) without any obligation to pay interest. Subject to stamping, the Directors will without delay register the transfer(s), after which the validity of such proceedings will not be questioned by any person. Each Shareholder will surrender his share certificate(s) (or, where appropriate provide an indemnity in respect of (it) (them) in a form satisfactory to the Directors) although it will be no impediment to registration of Shares under this Article that no share certificate has been produced. On such surrender or provision, the defaulting Shareholder(s) will be entitled to the consideration for the Relevant Shares transferred on his or its behalf, without interest.

15 PERMITTED TRANSFERS

- 15.1 The legal or beneficial interest in any Share may at any time be transferred:
- 15.1.1 with Investor Consent;
 - 15.1.2 to the Investors in pro rata settlement or part settlement of a Claim;
 - 15.1.3 to a Tag Offeror pursuant to Article 0 (*Tag Along Rights*) or to a Drag Offeror pursuant to Article 17 (*Drag Along Rights*);
 - 15.1.4 when required by, and in accordance with, Article 18 (*Compulsory Transfers*); or
 - 15.1.5 in the case of Shares held by or on behalf of a Fund:
 - (a) to another nominee or trustee or custodian for, or general partner of, the Fund, and by any such nominee or trustee or custodian to another nominee or trustee or custodian for that Fund or to the Fund itself; or
 - (b) to any individual participating in a co-investment scheme of the Fund or, with the consent of the Investors, to a member of his Family or the trustees of his Family Trust; or
 - (c) on a distribution in kind under the constitutive documents of the Fund, to the partners in or holders of units in, or to the shareholders of, participants in or the holders of other interests in the Fund (or to a nominee or trustee for any such partners, holders, members or Investor), and by a nominee or trustee for such holders, partners, members or Investor to such holders, partners, members or Investor

or to another nominee or trustee for such holders, partners, members or Investor; or

- (d) to another Fund which is managed or advised by the same manager or advisor as the transferor (or as the Fund on behalf of whom any such Share is held by the transferor as nominee or trustee) or by a group undertaking of such manager or advisor; or
- (e) to any person in connection with a secondary acquisition of all or substantially all of the assets of the Fund which is or whose nominee is the transferor;

- 15.1.6 in the case of Shares held by or on behalf of a corporation, to any undertaking within the group of that corporation; or
 - 15.1.7 in the case of Shares held by a Manager, to a member of his Family or the trustees of his Family Trust; or
 - 15.1.8 in the case of Shares held by the trustees of a Family Trust to new trustees of that Family Trust; or
 - 15.1.9 in the case of any Shares held by an Employee Benefit Trust with Investor Consent, to any beneficiary of that trust or to any replacement trustees or into the joint name of the existing and any new or additional trustees or to any Employee with Investor Consent; or
 - 15.1.10 in the case of any Shares transferred pursuant to this Article 15.1, back to the original transferor or to any other person to whom the original transferor, if it still held such Shares, would have been able to transfer them under this Article 15.1.
- 15.2 If any Family Trust whose trustees hold Shares ceases to be a Family Trust, the trustees shall without delay notify the Company that such event has occurred and shall transfer such Shares back to the individual who originally set up the Family Trust or to such other person if any (designated by that individual) to whom such individual, if it still held such Shares, would have been able to transfer them under Article 15.1. If the trustees fail to transfer the Shares pursuant to this Article 15.2, within 10 Business Days of such event, the provisions of Article 14.6 (references therein to the holder, Relevant Shares, transferee and documents being construed in accordance with the provisions of this Article) shall apply *mutatis mutandis*.
- 15.3 Save in the case of transfers made in accordance with Article 15.1.5, in the event that any person to whom Shares are transferred pursuant to Article 15.1 ceases to be within the required relationship to the original holder of such Shares, the holder of such Shares shall without delay notify the Company that such change of relationship has occurred and transfer such Shares back to the Shareholder who originally held them or to such other person if any (designated by such original Shareholder) to whom such original Shareholder, if it still held such Shares, would have been able to transfer them under Article 15.1. If the holder of such Shares fails to transfer the Shares pursuant to this Article 15.3 within 10 Business Days of such change of relationship, the provisions of Article 14.6 (references therein to the holder, Relevant Shares, transferee and documents being construed in accordance with the provisions of this Article) shall apply *mutatis mutandis*.

- 15.4 In the event of bankruptcy or insolvency (**Insolvency Event**) in relation to any Shareholder which is an undertaking holding Shares transferred to it pursuant to Article 15.1.6, that Shareholder shall without delay notify the Company of such event and transfer such Shares back to the Shareholder who originally held such Shares or to such other person if any (designated by such Shareholder) to whom such original Shareholder, if it still held such Shares, could transfer such Shares pursuant to Article 15.1. If the holder of such Shares fails to transfer the Shares pursuant to this Article 15.1.4 within 10 Business Days of such event, the provisions of Article 14.6 (references therein to the holder, Relevant Shares, transferee and documents being construed in accordance with the provisions of this Article) shall apply mutatis mutandis.
- 15.5 Subject to Article 15.4, if an Insolvency Event occurs in relation to any Shareholder (an **Affected Shareholder**), the Affected Shareholder shall without delay notify the Board of such Insolvency Event. Within 10 days of the date on which such notice is received by the Board (or the date on which the Board becomes aware of the Insolvency Event if the Affected Shareholder fails to give such notice) the Board may in its absolute discretion but acting with Investor Consent (which consent may be given subject to conditions or restrictions) require the Affected Shareholder to transfer some or all of his Shares to such person(s) as the Board shall determine. The price at which such Shares shall be transferred shall be the Market Value as at the Business Day immediately following the occurrence of the relevant Insolvency Event. If the Affected Shareholder defaults in transferring Shares to be transferred pursuant to this Article 15.5, the provisions of Article 14.6 (references therein to the holder, Relevant Shares, transferee and documents being construed in accordance with the provisions of this Article 15.5) shall apply mutatis mutandis.

15A TRANSFERS TO A SECURED PARTY

Notwithstanding anything contained in these Articles, the directors shall not decline to register any transfer of shares, nor may they suspend such registration, where such transfer:

- (a) is to any Secured Party; or
- (b) is delivered to the Company for registration by a Secured Party in order to perfect its security over the shares; or
- (c) is executed by a Secured Party pursuant to the power of sale or otherwise under such security,

and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company (or proposed transferor of such shares) to a Secured Party, and no Secured Party shall be required to offer the shares which are or are to be the subject of any such aforementioned transfer to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under the Articles or otherwise howsoever to require such shares to be transferred to them whether for consideration or not. Furthermore, notwithstanding anything contained in these Articles, the Company and the directors shall not be entitled to exercise any lien which the Company has in respect of those shares.

For the purposes of this Article "**Secured Party**" means any bank or financial institution to which a security interest has been granted over the shares in the Company, or any nominee, receiver or other entity acting on its behalf.

16 TAG ALONG RIGHTS

- 16.1 If the legal or beneficial interest in a Controlling Interest is proposed to be transferred by one or more Shareholders (the **Tag Seller(s)**) to a person or persons that are not Permitted Transferees of such Tag Seller(s) (the **Tag Offeror**) in a single transfer or multiple transfers where the Tag Offeror would obtain a Controlling Interest as a result of such transfer or transfers, such Tag Seller(s) will not be entitled to transfer any such Shares and no such Shares shall be capable of being purchased or transferred unless the Tag Offeror shall have offered (the **Tag Offer**) to purchase from each other Shareholder all the Shares held by such other Shareholders.
- 16.2 The Tag Offer will be made on the terms set out in Article 16.3 (unless, in the case of a particular Shareholder, less favourable terms are agreed by the Tag Offeror with that Shareholder).
- 16.3 The terms of the Tag Offer will be that:
- 16.3.1 it will be open for acceptance for not less than 20 Business Days from the date on which the Tag Offeror makes a Tag Offer, and will be deemed to have been rejected if not accepted during such period; and
 - 16.3.2 the value of such consideration will be equivalent to that offered by the Tag Offeror to the Tag Seller(s), save that in the case where the transfer amounts to a Share Sale, Article 6 shall apply to the allocation of the consideration amongst the Shares.

For the purposes of this Article 16.3, where a Tag Seller is being offered securities by way of consideration, the value of consideration offered to the other shareholders will be equivalent to that offered by the Tag Offeror to the Tag Seller(s) if it is cash consideration equal to the amount of the subscription price attributable to such securities, at the date of the Share Sale.

- 16.4 Tag Completion will take place on the same date as the date proposed for completion of the Tag Seller(s) Shares unless any other Shareholders who wish to accept the Tag Offer and the Tag Offeror agree otherwise.
- 16.5 Any transfer of Shares made in accordance with this Article 0 will not be subject to any other restrictions on transfer contained in these Articles.

17 DRAG ALONG

- 17.1 if the Investors wish to sell all of the A Shares and F Shares they hold to a third party and any of its Connected Persons (together the **Drag Offeror**) on arms length terms, those Investors (the **Dragging Shareholders**) will have the right (the **Drag Along Right**) to require all of the other Shareholders (the **Called Shareholders**) to sell and transfer all their Ordinary Shares (the **Called Shares**) to the Drag Offeror, or as the Drag Offeror may direct, free from all Encumbrances and together with all rights then attaching to them.
- 17.2 The Drag Along Right will be exercisable by the Dragging Shareholders by giving written notice of their intention to exercise the Drag Along Right to the Company prior to the transfer of the Dragging Shareholders' Shares to the Drag Offeror (the **Drag Along Notice**). The Drag Along Notice will specify:

- 17.2.1 that the Called Shareholders are required to transfer all their Called Shares pursuant to this Article;
 - 17.2.2 the identity of the Drag Offeror;
 - 17.2.3 the proposed price to be paid by the Drag Offeror for each class of the Called Shares;
 - 17.2.4 the proposed place, date and time of Drag Completion, and will enclose copies of the Drag Along Documents (if any) relating to it.
- 17.3 The Company will send copies of the Drag Along Notice and Drag Along Documents (if any) to each of the Called Shareholders at their address shown on the Company's register of members and require all of them to sell and transfer to the Drag Offeror, or as the Drag Offeror may direct, at Drag Completion all of their Called Shares on the terms set out in the Drag Along Notice.
- 17.4 The value of consideration for each class of Called Shares will be equivalent to that offered for the Dragging Shareholders' Shares being transferred by the Dragging Shareholders to the Drag Offeror (the **Called Shares Price**) save that Article 6 shall apply to the allocation of the consideration amongst the Shares. The Called Shares Price will be expressed net of any known or estimated transaction costs that are for the account of the Dragging Shareholders and Called Shareholders which, in the absence of agreement otherwise, will be borne by each of the Dragging Shareholders and Called Shareholders in proportion to his holding of Shares. For the purposes of this Article 17.4, where a Dragging Shareholder is being offered securities by way of consideration, the value of consideration offered to the Called Shareholders shall be equivalent to that offered by the Drag Offeror to that Dragging Shareholder if it is cash consideration equal to the amount of the subscription price attributable to such securities at the date of the sale.
- 17.5 Drag Along Notices will be irrevocable but will lapse if the sale of the Dragging Shareholders' Shares to the Drag Offeror does not proceed either:
- 17.5.1 due to the expiry or non-fulfilment of any conditions to the sale (unless the conditions have been waived in accordance with the terms of the sale documentation); or
 - 17.5.2 if there are no conditions to the sale, within 90 calendar days after the date of service by the Dragging Shareholders of the Drag Along Notice on the Company; or
 - 17.5.3 if, with the consent of the Dragging Shareholders, notices are issued under section 979 of the CA 2006 in respect of the Called Shares,
- and, in the case of Articles 17.5.1 and 17.5.2, the Dragging Shareholders will be entitled to serve further Drag Along Notices no earlier than seven calendar days following the lapse of any previous Drag Along Notice.
- 17.6 Drag Completion will take place on the same date as the date proposed for completion of the sale of the Dragging Shareholders' Shares unless the Dragging Shareholders elect otherwise in which case Drag Completion will take place on a date to be specified

by the Dragging Shareholders that is no more than 20 Business Days later than the date upon which the Dragging Shareholders sell the Dragging Shareholder Shares.

- 17.7 On or before Drag Completion, each Called Shareholder will deliver duly executed Drag Along Documents in respect of his Called Shares to the Company. Subject always to receipt of the Drag Along Documents, on Drag Completion the Company will pay each Called Shareholder, on behalf of the Drag Offeror, the Called Shares Price due, to the extent only that the Drag Offeror has put the Company in the requisite cleared funds or other form of consideration. Payment to a Called Shareholder will be made to its address on the Company's register of members. The Company's receipt for the Called Shares Price due will be a good discharge to the relevant Drag Offeror who will not be bound to see its application. Pending compliance by the Called Shareholder with the obligations in this Article 17, the Company will hold any funds or other form of consideration received from the Drag Offeror in respect of the Called Shares on trust for the defaulting Called Shareholder, without any obligation to pay interest.
- 17.8 If, following the issue of a Drag Along Notice, either: (a) a person becomes a Shareholder pursuant to the exercise of a pre-existing option to acquire Shares or the exercise of another right or option or otherwise; or (b) additional Shares are issued to an existing Shareholder pursuant to the exercise of a pre-existing option to acquire Shares or the exercise of another right or option or otherwise (each an Option Shareholder), in each case, a Drag Along Notice will be deemed to have been served on the Option Shareholder on the date he acquired such Shares and on the same terms as the previous Drag Along Notice. The Option Shareholder will be bound to sell and transfer all the Shares so acquired by him to the Drag Offeror, or as the Drag Offeror may direct, and the provisions of this Article 17 will apply (with changes where appropriate) to the Option Shareholder as if references to Called Shareholder included the Option Shareholder except that completion of the sale of the Shares will take place on such date as the Drag Offeror will determine.
- 17.9 If any Called Shareholder does not transfer the Called Shares registered in his name and execute all of the Drag Along Documents (if any), the provisions of Article 14.6 (references therein to the holder, Relevant Shares, transferee and documents being construed in accordance with the provisions of this Article 17) shall apply mutatis mutandis.
- 17.10 The Company will be entitled to hold the Called Shares Price payable to any Called Shareholder on behalf of any Dragging Shareholder without any obligation to pay interest for so long as the Called Shareholder does not execute all of the Drag Along Documents to the satisfaction of the Directors.
- 17.11 Subject to Article 17.2, unless the Investors otherwise agree in writing, any Called Shares held by a Called Shareholder on the date of a Drag Along Notice (and any shares subsequently acquired by an Option Shareholder) will:
- 17.11.1 automatically cease to confer the right to receive notice of or to attend or vote (either in person or by proxy and whether on a poll or on a show of hands) at any general meeting of the Company or (subject to the CA 2006) at any meeting of the holders of any class of Shares, or to receive a copy of any proposed written resolution, or vote on a written resolution with effect from the date of the Drag Along Notice (or the date of acquisition of such Shares, if later);

- 17.11.2 not be counted in determining the total number of votes which may be cast at any such meeting, or required for the purposes of a written resolution of any Shareholders or any class of Shareholders, or for the purposes of any other consent required under these Articles or the Investment Agreement; and
 - 17.11.3 notwithstanding any other provisions in these Articles, not be transferred otherwise than under this Article 17.
- 17.12 The rights referred to in Article 17.11 will be restored immediately upon the transfer of the Called Shares in accordance with this Article 17.
- 17.13 The Dragging Shareholders will be entitled at any time to direct that the Drag Along Right is exercisable by the Drag Offeror at any time after the Drag Offeror becomes a Shareholder in substitution for exercise of the same by the Dragging Shareholders. Such a direction will be given by written notice from the Dragging Shareholders to the Company. If such direction is made, the provisions of this Article 17 will apply with the appropriate changes and Drag Completion will take place no later than 90 calendar days after the date of such written notice.
- 17.14 Any transfer of Shares made by the Dragging Shareholders or Called Shareholders in accordance with this Article 17 will not be subject to any restrictions on transfer contained in these Articles.

18 COMPULSORY TRANSFERS

- 18.1 This Article 18 applies when a Relevant Individual who is a Shareholder becomes a Leaver.
- 18.2 Within 12 months after the Cessation Date the Board or the Investors may serve notice (**Compulsory Sale Notice**) on the Relevant Individual (a **Compulsory Seller**) requiring such person to offer some or all of the Shares and Loan Notes registered in his, or any Connected Person's, or any of his Permitted Transferee's name or to which he or any of his Connected Persons or Permitted Transferees is or may become entitled whether as a result of his holding of Shares or otherwise (**Compulsory Sale Shares and Compulsory Sale Loan Notes** respectively) to any of the following:
- 18.2.1 a Group Company;
 - 18.2.2 a person or persons intended to take the relevant Compulsory Seller's place;
 - 18.2.3 any existing Employee;
 - 18.2.4 an Employee Benefit Trust;
- in each case as directed by the Investors and
- 18.2.5 any other person approved in writing by the Investors.
- 18.3 The relevant Compulsory Seller, his Connected Persons and all of his Permitted Transferees will transfer the Compulsory Sale Shares and Compulsory Sale Loan Notes that they are directed to transfer free from all Encumbrances and together with all rights attaching to them on the terms set out in this Article 18. The price of the

Compulsory Sale Shares and Compulsory Sale Loan Notes to be transferred pursuant to Article 18.2 will be determined in accordance with this Article 18.

18.4 The price for the Compulsory Sale Loan Notes will be the Market Value of such Loan Notes on the Cessation Date.

18.5 The price for any Compulsory Sale Shares that are A Shares and F Shares will be the Market Value of such A Shares or F Shares (as applicable) on the Cessation Date.

18.6 The price for the Compulsory Sale Shares that are B Shares will be:

18.6.1 if the Relevant Individual is a Bad Leaver the lower of:

(a) the amount Credited as Paid Up of the relevant B Share (or, where any of such B Shares were acquired by a Compulsory Seller by way of transfer rather than allotment, the lower of the amount Credited as Paid Up and the amount paid by such Compulsory Seller on the transfer); and

(b) the Market Value of the relevant B Share on the Cessation Date;

18.6.2 if the Relevant Individual is Good Leaver, a proportion of the Compulsory Sale Shares that are B Shares shall be valued at Market Value at the Cessation Date and a proportion shall be treated as if the Relevant Individual is a Bad Leaver as follows:

Date of becoming a Good Leaver	Proportion of Compulsory Sale Shares that are B Shares to be valued at Market Value at the Cessation Date	Proportion of Compulsory Sale Shares that are B Shares to be treated as if Relevant Individual is a Bad Leaver
Prior to first anniversary of the date the Relevant Individual acquired the relevant B Shares (Acquisition Date)	0%	100%
On or after the first anniversary of the Acquisition Date but before the second anniversary of the Acquisition Date	20%	80%
On or after the second anniversary of the Acquisition Date but before the third anniversary of the Acquisition Date	40%	60%

On or after the third anniversary of the Acquisition Date but before the occurrence of an Exit	60%	40%
On the occurrence of an Exit	100%	0%

18.7 The price for the Compulsory Sale Shares that are C Shares, D Shares or E Shares will be the lower of:

18.7.1 the amount Credited as Paid Up of the relevant C Share, D Share or E Share (or, where any of such C Shares, D Shares or E Shares were acquired by a Compulsory Seller by way of transfer rather than allotment, the lower of the amount Credited as Paid Up and the amount paid by such Compulsory Seller on the transfer); and

18.7.2 the Market Value of the relevant C Share, D Share or E Share on the Cessation Date.

18.8 **Market Value** for the purposes of this Article 18 will be:

18.8.1 the price agreed between the Compulsory Seller(s) and the Investors; or

18.8.2 if they fail to agree a price within 15 Business Days of the date of service of the Compulsory Sale Notice (or within such other timetable as may be determined by the Investors, the price determined by the Auditors (or independent accountant) to be the Market Value of such Shares on the Cessation Date, according to the principles set out in Article 19.

18.9 If a Shareholder defaults in transferring Shares or Loan Notes to be transferred pursuant to Article 18.1, the provisions of Article 14.6 (references therein to the holder, Relevant Shares, transferee and documents being construed in accordance with the provisions of this Article 18) shall apply mutatis mutandis.

18.10 Unless the Investors direct otherwise in writing, any Shares held by a Compulsory Seller on the Cessation Date who is a Bad Leaver (and any Shares issued to a Compulsory Seller after such date by virtue of the exercise of any right or option granted or arising by virtue of his holding of the Sale Shares) will cease to confer the right to be entitled to receive notice of, attend and vote at any general meeting of the Company, or any meeting of the holders of any class of Shares with effect from the Cessation Date (or, where appropriate, the date of issue of such Shares, if later), and such Shares will not be counted in determining the total number of votes which may be cast at any such meeting, or for the purposes of a written resolution of any Shareholders or class of Shareholders. That right will be restored immediately upon the Company registering a transfer of the Sale Shares in accordance with this Article 18.

19 VALUATION

- 19.1 If the Auditors (or, by virtue of Article 2.4, independent accountants) are required to determine Market Value pursuant to Article 18 the provisions set out below will apply.
- 19.2 Market Value will be determined by the Auditors or, as the case may be, independent accountants, first valuing the Company as a whole:
- 19.2.1 assuming, if the Company is then carrying on business as a going concern, that it will continue to do so;
 - 19.2.2 assuming that the entire issued share capital of the Company is being sold as between a willing buyer and a willing seller by arm's-length private treaty for cash payable in full on completion;
 - 19.2.3 taking account of any Shares which may be allotted pursuant to options which have been issued by the Company and which are still outstanding; and
 - 19.2.4 taking account of any bona fide offer for the Company received from an unconnected third party within 6 months prior to the relevant Compulsory Sale Notice being served or deemed to have been served.
- 19.3 Having valued the Company as a whole, the Auditors or, as the case may be, independent accountants will determine the Market Value of the Shares concerned:
- 19.3.1 not having regard to whether the Shares concerned represent a majority or a minority interest;
 - 19.3.2 not having regard to the rights and restrictions attached to the Shares concerned in respect of transfer.
- 19.4 The costs and expenses of the Auditors (or independent accountants) for reporting on their opinion of the Market Value will be borne as to one half by the Compulsory Share Seller and as to the other half by the Company.

20 AUTHORITY

The Shareholders acknowledge and agree that the authorities conferred under Articles 14.6, 17.9 and 18.9 are necessary as security for the performance by the relevant Shareholder(s) of their obligations under these Articles.

DIRECTORS

Decision Making by Directors

21 NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of Directors (other than alternate directors) will not be subject to any maximum.

22 PARTICIPATION IN DIRECTORS' MEETINGS

If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is. In the absence of agreement it will be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is.

23 QUORUM FOR DIRECTORS' MEETINGS

- 23.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 23.2 The quorum for meetings of the Directors will be two, one of whom must be an Investor Director (if appointed and unless otherwise agreed in writing by the Investors).
- 23.3 In the event that a Directors meeting is inquorate it shall be adjourned for the consideration of the same business until the same time and place the following week when those Directors present, provided at least one of those Directors is an Investor Director (unless the Investors agree otherwise in writing), shall constitute a quorum.
- 23.4 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:
 - 23.4.1 to appoint further Directors; or
 - 23.4.2 to call a general meeting so as to enable the Shareholders to appoint further Directors.

24 NO CASTING VOTE

The chairman or other Director chairing the meeting will not have a casting vote. Model Article 14 shall not apply.

25 DIRECTORS' WRITTEN RESOLUTIONS

- 25.1 Notice of a proposed Directors' written resolution must indicate:
 - 25.1.1 the proposed resolution; and
 - 25.1.2 the time by which it is proposed that the Directors should adopt it, failing which the resolution shall lapse. Model Articles 17(4) and 18(2) shall not apply.
- 25.2 A proposed Directors' written resolution is adopted when a majority of the Directors who would have been entitled to vote on the resolution at a Directors' meeting have signed one or more copies of it, provided that those Directors would have formed a quorum at such a meeting.

26 TRANSACTIONS WITH THE COMPANY

- 26.1 Provided that he has declared to the other Directors the nature and extent of any interest of his, a Director notwithstanding his office may be a party to, or otherwise

directly or indirectly interested in, any proposed or existing transaction or arrangement with the Company.

- 26.2 Provided that he has declared to the other Directors the nature and extent of any interest of his, a Director may participate in the decision-making process and count in the quorum and vote if a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which the Director is interested.

27 CONFLICTS OF INTEREST

Directors' interests in Investor permitted

- 27.1 An Investor Director, notwithstanding his office or that such situation or interest may conflict with the interests of, or his duties to, the Company, may:

- 27.1.1 be from time to time a director or other officer of, or employed by, or otherwise interested in another body corporate or firm in which an Investor, or any investment fund managed or advised by a manager or adviser (or an Affiliate of that manager or adviser) to an Investor, is interested;
- 27.1.2 be a director or other officer of or be employed by or be a shareholder of or otherwise interested in the manager or other adviser to an Investor, or an Affiliate of that manager or adviser;
- 27.1.3 be a unitholder, shareholder, partner, participant, or be otherwise interested in an Investor or any investment fund managed or advised by a manager or adviser to an Investor or an Affiliate of that manager or adviser;
- 27.1.4 make full disclosure of any information relating to the Group to an Investor or any other investor or prospective investor in the Group (or anyone acting on behalf of any such person, including its adviser or manager or an Affiliate of that manager or adviser);
- 27.1.5 if he obtains (other than through his position as a Director) information that is confidential to a third party, or in respect of which he owes a duty of confidentiality to a third party, or the disclosure of which would amount to a breach of applicable law or regulation, choose not to disclose it to the Company or to use it in relation to the Company's affairs in circumstances where to do so would amount to a breach of that confidence or a breach of applicable law or regulation,

an Investor Director who has an interest under Articles 27.2.1 or 27.2.2 will declare to the other Directors the nature and extent of his interest as soon as practicable after such interest arises, except to the extent that Article 27.1.5 applies.

Directors' interests in Investor Associates permitted

- 27.2 A Director, notwithstanding his office or that such situation or interest may conflict with the interests of or his duties to the Company, may:

- 27.2.1 be from time to time a director or other officer of, or employed by, or otherwise interested in, any Investor Associate;

- 27.2.2 be a party to, or otherwise interested in, any contract, transaction or arrangement in which an Investor Associate is interested; or
- 27.2.3 make full disclosure of any information relating to the Company to another Group Company (or anyone acting on behalf of any such Group Company, including its advisers).

A Director who has an interest under Article 27.2.1 or 27.2.2 will declare to the other Directors the nature and extent of his interest as soon as practicable after such interest arises.

Directors permitted to manage own conflicts

- 27.3 Notwithstanding the provisions of Articles 27.1, 27.2 and 27.4, if a Relevant Situation arises a Director may elect to deal with the Relevant Situation in the following manner if the matter has not previously been duly authorised:

- 27.3.1 he will declare to the other Directors the nature and extent of his interest in the Relevant Situation (except to the extent that Article 27.3.4 applies) and that he intends to deal with the Relevant Situation in accordance with this Article 27.3; and
- 27.3.2 he will not vote (and will not be counted in the quorum at a meeting of the Directors or of a committee of the Directors) in respect of a resolution of the Directors relating to the subject matter of the Relevant Situation; and/or
- 27.3.3 he may elect to be excluded from all information and discussion by the Company relating to the subject matter of the Relevant Situation; and
- 27.3.4 if he obtains (other than through his position as a Director) information that is confidential to a third party, or in respect of which he owes a duty of confidentiality to a third party, or the disclosure of which would amount to a breach of applicable law or regulation, he may elect not to disclose it to the Company or to use it in relation to the Company's affairs in circumstances where to do so would amount to a breach of that confidence or a breach of applicable law or regulation,

and for the purposes of Articles 27.3.2 and 27.3.3 any other provisions of these Articles that would require him to be present for the quorum requirement for meetings of the Directors to be met will not apply.

Independent Directors may authorise conflicts

- 27.4 Without prejudice to the provisions of Articles 27.1, 27.2 and 27.3, the Directors may authorise in accordance with section 175(5)(a) of the CA 2006 a Relevant Situation in respect of any Director and the continuing performance by the relevant Director of his duties as a Director on such terms as they may determine (including any of such terms as are set out in Article 27.3). For the avoidance of doubt, such terms may permit the interested Director to continue to participate in the decision making process and vote and count in the quorum at a meeting of the Directors or of a committee of the Directors in respect of resolutions relating to the subject matter of the Relevant Situation. Authorisation of a Relevant Situation may be withdrawn, and the terms of authorisation may be varied or subsequently imposed, at any time. Any resolution of the Directors

for the purposes of providing, varying the terms of or withdrawing such authorisation will not be effective unless:

- 27.4.1 the requirement as to the quorum at the meeting at which the resolution is proposed is met without counting the interested Director or any other interested Director; and
- 27.4.2 the resolution is passed without the interested Director or any other interested Director voting or would have been passed if their votes had not been counted,

but otherwise will be dealt with in the same way as any other matter may be proposed to and resolved upon by the Directors in accordance with the provisions of these Articles. An interested Director must act in accordance with any terms determined by the Directors under this Article 27.4.

Director to vote and count in quorum

- 27.5 Provided that a Relevant Situation has been duly authorised by the Directors or the Company (or it is permitted under Articles 27.1 or 27.2 or dealt with in accordance with Article 27.3 and its nature and extent has been disclosed under Article 29, a Director may participate in the decision making process and count in the quorum and vote if a proposed decision of the Directors is concerned with such situation (subject to any restrictions imposed under the terms on which it was authorised).

Nature of interests

- 27.6 References in these Articles to a conflict of interest include a conflict of interest and duty and a conflict of duties, and an interest includes both a direct and an indirect interest.

28 DIRECTOR NOT LIABLE TO ACCOUNT

A Director will not, by reason of his holding office as a Director (or of the fiduciary relationship established by holding that office), be liable to account to the Company for any remuneration, profit or other benefit resulting from any situation or interest permitted under Articles 26 or 27 duly authorised by the Directors or the Company, nor will the receipt of such remuneration, profit or other benefit constitute a breach of the Director's duty under section 176 of the CA 2006 or otherwise, and no contract, transaction or arrangement will be liable to be avoided on the grounds of any Director having any type of interest which is permitted under Articles 26 or 27 or duly authorised by the Directors.

29 DECLARATIONS OF INTEREST

A declaration of interest or other notification may be made by a Director for the purposes of Articles 26 or 27 at a meeting of the Directors or by notice in writing to the other Directors. A Director need not declare any interest if it cannot reasonably be regarded as likely to give rise to a conflict of interest, or if he is not aware of the interest, or if, or to the extent that, the other Directors are already aware of it (and for these purposes a Director will be treated as aware of anything of which he ought reasonably to be aware) or if, or to the extent that, it concerns terms of his service contract that have been or are to be considered (a) by a meeting of the Directors or (b) by a

committee of the Directors appointed for the purpose under the Company's constitution.

30 INDEPENDENT JUDGEMENT

An Investor Director will not be in breach of his duty to exercise independent judgement if he takes into account the interests and wishes of an Investor or those of a manager or adviser to an Investor (or an Affiliate of that manager or adviser).

Appointment of Directors

31 METHODS OF APPOINTING DIRECTORS

- 31.1 Subject to Investor Consent, the Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.
- 31.2 Subject to Investor Consent, the holders of Shares carrying a majority of the votes may appoint a person to be a Director, either to fill a vacancy or as an additional Director and remove any Director from office.
- 31.3 The Investors shall be entitled to appoint two Directors (each an **Investor Director**) and may remove any such director so appointed and appoint another person in his place in each case by notice in writing to the Company.
- 31.4 The Investors shall be entitled to appoint one or more representatives to attend as an observer of each and any meeting of the Directors and of each and any committee of the Directors at no cost to the Company and remove any person so appointed and appoint another person in his place.
- 31.5 Any appointment or removal referred to in Articles 31.1 to 31.4 will be in writing notified to the Company and will take effect on being delivered to or sent by post to the Company at its registered office or upon delivery to the company secretary (if any) or to the Company at a meeting of the Directors or, if contained in electronic form, upon delivery to the address (if any) as may for the time being be notified by or on behalf of the Company for the receipt of messages in electronic form.

32 TERMINATION OF DIRECTOR'S APPOINTMENT

- 32.1 Except for an Investor Director, the office of a director will be vacated if he is removed from office by a majority of the other directors with Investor Consent. If he holds an appointment to an executive office which automatically determines as a result, his removal will be deemed to be an act of the Company and will have effect without prejudice to any claim for damages for breach of contract of service or otherwise between him and the Company.
- 32.2 Subject to the provisions of Article 32.1, the Company may by ordinary resolution remove any director (other than an Investor Director) before the expiration of his period of office and may by ordinary resolution appoint another director in his place, in each case, without the need for any special notice and without the need for such resolutions to be passed at a meeting.
- 32.3 The office of a director will be vacated if:

- 32.3.1 he ceases to be a director by virtue of any provision of the CA 2006 or he becomes prohibited by law from being a director;
- 32.3.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally unless the Investors agree that the office of director need not be vacated;
- 32.3.3 he becomes, in the reasonable opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as director;
- 32.3.4 he resigns his office by notice in writing to the Company;
- 32.3.5 other than in the case of an Investor Director, he has for more than 6 consecutive months been absent without permission of the directors from meetings of directors held during that period and his alternate director (if any) has not during that period attended any such meetings instead of him, and the directors resolve that his office be vacated;
- 32.3.6 other than in the case of the Investor Director, he is removed from office by notice addressed to him at his last-known address and signed by all his co-directors;
- 32.3.7 other than in the case of the Investor Director, he is removed from office by notice given by a Shareholder or Shareholders under Article 31.5; or
- 32.3.8 being an executive Director he ceases, for whatever reason, to be employed by any member of the Group.

Alternate Directors

33 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

- 33.1 An alternate director has the same rights, in relation to any directors' meeting or directors' written resolution, as the alternate's appointor.
- 33.2 Subject to Article 33.4, a person may act as alternate director to represent more than one director.
- 33.3 Except as these Articles specify otherwise, alternate directors:
 - 33.3.1 are deemed for all purposes to be directors;
 - 33.3.2 are liable for their own acts and omissions;
 - 33.3.3 are subject to the same restrictions as their appointors; and
 - 33.3.4 are not deemed to be agents of or for their appointors.
- 33.4 A director or any other person who is an alternate director will not count as more than one director for the purposes of determining whether a quorum is participating but
 - 33.4.1 has a vote as alternate for each appointor on a decision taken at a meeting of the directors, in addition to his own vote, if any, as director; and

33.4.2 may sign a directors' written resolution for himself, if he is a director, and as alternate for each appointor who would have been entitled to sign or agree to it, and will count as more than one director for this purpose,

provided that his appointor is eligible to (but does not) participate in the relevant quorum, vote or directors' written resolution. For the avoidance of doubt, if his appointor is not eligible to participate in the relevant quorum, vote or written resolution, this does not preclude the alternate from participating as alternate for another appointor who is eligible to (but does not) participate.

33.5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

34 DIRECTOR'S GRATUITIES AND PENSIONS

Model Article 19(2) is modified by the addition of the words: "with the consent of the Investors" after the words "as the directors determine" in the first sentence.

35 APPOINTMENT AND REMOVAL OF SECRETARY

The directors may appoint a secretary for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them.

36 REMUNERATION AND AUDIT COMMITTEES

Without prejudice to Model Article 5, there will be a Remuneration Committee and an Audit Committee which will operate in accordance with the Investment Agreement.

DECISION-MAKING BY SHAREHOLDERS

37 VOTING GENERAL

37.1 Subject to any special rights or restrictions as to voting attached to any Shares by or in accordance with these Articles, Shares will carry votes in accordance with this Article 37.

37.2 Subject to Article 18.10 and Article 37.3, each Ordinary Share (other than E Shares and Value Shares) will entitle its holder to receive notice of, attend and vote at any general meeting of the Company:

37.2.1 on a show of hands, every Shareholder holding one or more Ordinary Shares (other than Value Shares) who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by proxy, shall have one vote;

37.2.2 on a poll, every Shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall have one vote for every Ordinary Share (other than Value Shares) of which he is the holder; and

to receive a copy of every written resolution and every Shareholder holding one or more Ordinary Shares (other than Value Shares) as at the time on which the first copy of the resolution is sent or submitted to such Shareholder in accordance with Chapter 2 of Part 13 of the Companies Act 2006, shall have one vote for every Ordinary Share (other than Value Shares) of which he is the holder.

37.3 Notwithstanding the number of A Ordinary Shares, B Ordinary Shares and F Ordinary Shares in issue:

37.3.1 the A Ordinary Shares shall confer on the A Shareholders the entitlement to cast at any general meeting or class meeting or in relation to any Shareholders' written resolution of the Company or written class resolution of the Company such percentage of all votes capable of being cast at that general meeting, class meeting or on that Shareholders' written resolution or written class resolution as is equal to but no greater than the A Dividend Proportion and each A Shareholder shall be entitled to its pro rata proportion of that number of votes in respect of its A Shares;

37.3.2 the F Ordinary Shares shall confer on the F Shareholders the entitlement to cast at any general meeting or class meeting or in relation to any Shareholders' written resolution of the Company or written class resolution of the Company such percentage of all votes capable of being cast at that general meeting, class meeting or on that Shareholders' written resolution or written class resolution as is equal to the F Proportion and each F Shareholder shall be entitled to its pro rata proportion of that number of votes in respect of its F Shares,

and, to the extent necessary, the votes attaching to the B Shares of each B Shareholder and the A Shares of each A Shareholder shall be reduced pro rata.

37.4 Other than in respect of class rights, each E Share and Value Share will carry no right to vote at general meetings of the Company or on Shareholders' written resolutions of the Company.

37.5 Notwithstanding any other provision of these Articles, neither a Bad Leaver nor his Permitted Transferees will have any rights to receive notice of or attend or vote at any general meeting of the Company, nor to receive a copy of or agree to a proposed written resolution.

37.6 No voting rights attached to a Share may be exercised at any general meeting, at any adjournment of it, or on any poll called at or in relation to it; or in respect of a written resolution which would otherwise have to be proposed at a general meeting, unless all amounts payable to the Company in respect of that share have been paid.

Organisation of General Meetings

38 PROCEEDINGS AT GENERAL MEETINGS

38.1 The quorum for a general meeting will be two qualifying persons determined in accordance with section 318(2) and (3) of the CA 2006, except that two of the qualifying persons must be attending on behalf of Investors (present in person or by proxy or by corporate representative).

- 38.2 An Investor Director acting alone may call a general meeting of the Company.
- 38.3 38.3 A general meeting may consist of a conference between Shareholders, some or all of whom are in different places if each Shareholder who participates is able:
- 38.3.1 to hear each of the other participating Shareholders addressing the meeting; and
 - 38.3.2 if he so wishes, to address all of the other participating Shareholders simultaneously,

whether directly, by conference telephone or by any other form of communications equipment (whether in use when these Articles are adopted or not) or by a combination of those methods. A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of Shareholders required to form a quorum. A meeting held in this way is deemed to take place at the place where the largest group of participating Shareholders is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates. A resolution put to the vote of a meeting will be decided by each Shareholder indicating to the chairman (in such manner as the chairman may direct) whether the Shareholder votes in favour of or against the resolution or abstains. References in this Article 38 to Shareholders includes their duly appointed proxies and, in the case of corporate Shareholders, their duly authorised representatives.

- 38.4 If any meeting is adjourned because a quorum is not present, and at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Shareholders present will form a quorum.

39 POLL VOTES

A poll may be demanded by the chairman of the meeting, the Directors, or any person having the right to vote on the resolution. Article 36(2) of the Model Articles shall be modified accordingly. A demand that is withdrawn will not be taken to have invalidated the result of a show of hands declared before the demand was made. Polls must be taken immediately and in such manner as the chairman of the meeting directs.

40 DELIVERY OF PROXY NOTICES

- 40.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 40.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 40.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 40.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

41 INDEMNITY AND INSURANCE

41.1 Subject to Article 41.2, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled:

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

- (a) in the actual or purported execution and/or discharge of his duties, or in relation thereto ; and
- (b) in relation to the Company's (or other Group Member's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the CA 2006),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted, or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part, or in connection with any application in which the court grants him, in his capacity as a Relevant Officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or other Group Member's) affairs; and

41.1.2 the Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 41.1.1 and otherwise may take any action to enable such Relevant Officer to avoid incurring such expenditure.

41.2 This Article 41 does not authorise any indemnity which would be prohibited or rendered void by any provision of the CA 2006 or by any other provision of law.

41.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Officer in respect of any Relevant Loss.

41.4 In this Article 41:

Relevant Loss

any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer's duties or powers in relation to the Company (or other Group Member) or any pension fund or Employees' share scheme of the Company (or other Group Member);

Relevant Officer

any director or other officer or former director or other officer of any Group Member (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the CA 2006) , but excluding in each case any person engaged by a Group Member

as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor.

MISCELLANEOUS

42 CHANGE OF NAME

42.1 The Company may change its name:

42.1.1 by special resolution; or

42.1.2 by a decision of the directors which includes a vote in favour by each Investor Director.

43 MEANS OF COMMUNICATION

Any notice or other document sent by the Company under these Articles which is delivered or left at a registered address otherwise than by post will be deemed to have been received on the day it was so delivered or left. A notice or other document sent by the Company in electronic form will be deemed to have been received at the time it is sent. A notice sent or supplied by means of a website will be deemed to have been received by the intended recipient at the time when the material was first available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

44 WINDING UP

44.1 If the Company is wound up, the liquidator may, with the authority of a special resolution:

44.1.1 divide among the Shareholders 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 will be carried out as between the Shareholders or different classes of Shareholders); and

44.1.2 vest the whole or any part of the assets of the Company in trustees upon such trusts for the benefit of the Shareholders as the liquidator determines,

but no Shareholder will be compelled to accept any assets in respect of which there is a liability.