

PRINT OF RESOLUTION FOR FILING AT COMPANIES HOUSE

Company Number 08502378

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

LIBERTY BREWING LIMITED (the "Company")

Passed on 20 April 2018

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the following resolutions were duly passed, in the case of resolution 1 as an ordinary resolution, and in the case of resolution 2 as a special resolution, as written resolutions of the Company (the "Resolutions").

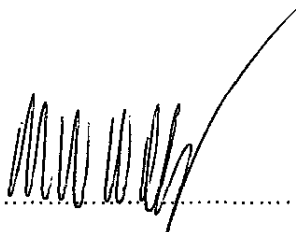
ORDINARY RESOLUTION

- 1 That the directors be and they are hereby generally and unconditionally authorised, for the purposes of section 551 of the Companies Act 2006 (the "Act") to exercise all powers of the Company to allot 1,462,500 A ordinary shares of £0.01 each in the capital of the Company up to an aggregate maximum nominal amount of £14,625, provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the fifth anniversary of the date of this resolution, save that the Company may, before such expiry, make an offer or agreement which would or might require shares in the Company to be allotted after such expiry and the directors may allot shares in the Company in pursuance of such offer or agreement as if such authority had not expired.

SPECIAL RESOLUTIONS

- 2 That, subject to the passing of resolution 1 and in accordance with section 570 of the Act, the directors be and they are hereby generally empowered to allot equity securities (as defined in section 560 of the Act) pursuant to the authority conferred by resolution 1 as if section 561(1) of the Act and Article 8 of the Company's articles of association did not apply to any such allotment.
- 3 That the articles of association of the Company be amended in the form appended to these Resolutions.

Director



FRIDAY



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27/04/2018

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COMPANIES HOUSE



Company No 08502378

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION

of

LIBERTY BREWING LIMITED

Incorporated on 24 April 2013

(Adopted by written resolution passed on 20 April 2018)

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1. **Preliminary**

1.1 In these Articles:

"2023 Loan Notes"	means the £500,000 11% fixed rate secured loan notes of the Company constituted by the 2023 Loan Note Instrument;
"2023 Loan Note Instrument"	means the instrument referred to in the definition of "2023 Loan Notes";
"A Loan Notes"	means the £403,417 8% fixed rate secured A loan notes of the Company constituted by the A Loan Note Instrument;
"A Loan Note Instrument"	means the instrument referred to in the definition of "A Loan Notes"
"A Ordinary Shares"	means the A ordinary shares of £0.01 each in the capital of the Company;
"A Ordinary Shareholders"	means the holders of A Ordinary Shares;
"Act"	means the Companies Act 2006;
"Affiliate"	means, in relation to an Investor (including an Investor which is a unit trust, investment trust, limited partnership or general partnership): (a) any company, fund or other person (including any unit trust, investment trust, limited partnership or general partnership) which is advised by, or the assets of which are managed (whether solely or jointly with others) for the time being by, that Investor; (b) any company, fund or other person (including any unit trust, investment trust, limited partnership or general partnership) of which that Investor, or that Investor's general partner, trustee, nominee, manager or adviser, is for the time being a general partner, trustee, nominee, manager or adviser; or (c) any company, fund or other person (including any unit trust, investment trust, limited partnership or general partnership) which is advised by, or the assets of which are managed (whether solely or jointly with others) for the time being by, that Investor's general partner, trustee, nominee, manager or adviser;
"associated Company"	means a company which is a subsidiary or holding company of the other company or is a subsidiary of the same body corporate as the other company;

"Auditors"	means the auditors of the Company from time to time;
"B Loan Notes"	means the £266,584 8% fixed rate secured B loan notes of the Company constituted by the B Loan Note Instrument;
"B Loan Note Instrument"	means the instrument referred to in the definition of "B Loan Notes";
"B Ordinary Shares"	means the B ordinary shares of £0.000001 each in the capital of the Company;
"B Share Price"	means on any date (the "Relevant Date") in relation to a B Ordinary Share an amount equal to: (i) the Issue Price of that B Ordinary Share plus (ii) an amount equal to a rate of return on the Issue Price of that B Ordinary Share of 5% per annum calculated from the date of issue to the Relevant Date, accruing on a daily basis and compounding on each anniversary of 19 July 2013;
"Board"	means the board of directors of the Company (or any duly authorised committee thereof) from time to time;
"Board Invitees"	means a person or persons being employees or officers of the Group or the trustees of any Employee Benefit Trust of, and any actual or proposed employees of, any member of the Group selected (in the 60 business days immediately following the date on which the Sale Price is agreed or determined) by the Board with Investor Consent. If no such selection occurs for whatever reason in this period then the Investor Directors may select the Board Invitees with a further period of 60 business days;
"business day"	means a day (other than a Saturday, Sunday or a public holiday) on which clearing banks in the City of London are normally open for usual sterling banking business;
"Carrington"	means Equiom (Guernsey) Limited as Trustee of The Carrington Trust;
"Carrington Investor Director"	means the director to be appointed pursuant to Article 17.4;
"Chairman of the Board"	means a person appointed as such under Article 18.1;
"Change of Control"	means the bona fide acquisition or series of acquisitions on arm's length commercial terms (whether by purchase, transfer, renunciation or otherwise but excluding (other than for the purposes of Article 14) a transfer of Shares made in accordance with Article 10) by any person not an original party (or a person who has become a party pursuant to clause 7.2 of the Investment Agreement save

	where they have become a party as a result of the first of a series of related acquisitions) to the Investment Agreement ("a Third Party Buyer ") of any interest in any Shares if, upon completion of that acquisition the Third Party Buyer, together with persons acting in concert with him and/or his Connected Persons, would hold more than 50 per cent of any class of the A Ordinary Shares;
"Companies Acts"	means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company;
"Conflict Situation"	means any matter which (unless authorised in accordance with these Articles) might result in a director infringing his duties under section 175 of the Act to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or may possibly conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest;
"Connected Person"	has the meaning attributed by sections 1122 and 1123 CTA 2010;
"Control"	has the meaning attributed by section 1124 CTA 2010 and " Controlled " shall be construed accordingly;
"CTA 2010"	means the Corporation Tax Act 2010;
"Deferred Shares"	means the deferred shares of £0.01 each in the capital of the Company;
"D Ordinary Shares"	means the D ordinary shares of £0.01 each in the capital of the Company;
"Employee Benefit Trust"	means an employee benefit trust established by the Company with Investor Consent;
"Excess Shares"	has the meaning given in Article 8.1(c);
"Executives"	has the meaning given to it in the Investment Agreement
"Exit Event"	means a Share Sale or a Listing;
"financial year" and "financial period"	an accounting reference period (as defined by the Act) of the Company;
"Group"	means the Company, all its subsidiaries or subsidiary undertakings from time to time and " member of the Group " and " Group Company " shall be construed accordingly;
"Independent Expert"	means: (a) the Auditors; or (b) if the Auditors are unwilling or unable to act, another umpire appointed by the President from time to time

of the Institute of Chartered Accountants in England and Wales,

and the Auditors or such other umpire shall act as an expert and not as an arbitrator;

"Investment Agreement"	means the investment agreement dated 13 July 2013 between (1) the Company (2) the Executives (3) the Investors and (3) the Loan Note Holders (as defined therein) as amended in accordance with the Subscription Letter;
"Investor Consent"	means the giving of a prior written consent by the Investor Directors;
"Investor Direction"	means the giving of a prior written direction by the Investor Directors;
"Investor Directors"	means the Oakfield Investor Director, the Carrington Investor Director and the ST Investor Director;
"Investor's Group"	means, in relation to an Investor: (a) any group undertaking of that Investor; (b) any Affiliate of that Investor or any investor or potential investor in it; (c) any general partner, limited partner, trustee, nominee, operator, arranger or manager of, or adviser to, that Investor or of or to any group undertaking or Affiliate of that Investor, or any investor or potential investor in any of them; (d) any co-investment scheme of that Investor or of a group undertaking or Affiliate of that Investor, or any person holding shares or other interests under such scheme or entitled to the benefit of shares or other interests under such scheme; (e) any director, employee, officer or agent of that Investor or of a group undertaking or Affiliate of that Investor; and (f) any professional adviser to that Investor or to a group undertaking or Affiliate of that Investor (including their directors, employees, officers or agents while acting in the ordinary course of their duties), and "member of an Investor's Group" shall be construed accordingly;
"Investors"	has the meaning given to it in the Investment Agreement;
"ITA 2007"	means the Income Tax Act 2007;

“Issue Price”	means, in relation to a Share, the price at which such Share is issued, being the aggregate of the amount paid up or credited as paid up in respect of the nominal value of such Share and any share premium thereon;
“Lead Investors”	means Carrington, the Oakfield Investors and Stefan Turnbull;
“Listing”	means: (a) both the admission of any of the Shares to the Official List of the Financial Services Authority becoming effective and the admission of any of the Shares to trading on the London Stock Exchange plc’s market for listed securities; or (b) the admission to trading of any of the Shares on AIM, a market operated by the London Stock Exchange plc becoming effective; or (c) the equivalent admission to trading to or permission to deal on any other recognised investment exchange (as defined in section 285(1) of the Financial Services and Markets Act 2000) becoming effective in relation to any of the Shares;
“Loan Note Instrument”	means the A Loan Note Instrument, the B Loan Note Instrument and/or the 2023 Loan Note Instrument;
“Loan Notes”	means the A Loan Notes, the B Loan Notes and/or the 2023 Loan Notes;
“Material Default”	means:- (a) any loan capital in any Group Company (including but not limited to the Loan Notes) due to have been repaid remaining outstanding or any interest thereunder remaining in arrears for a period of 5 business days or more from the date upon which such payment was due; (b) any of the facilities made available to the Company by any bank or third party financier or otherwise becoming repayable earlier than its stated date of maturity and the bank or other lender either making demand for repayment of moneys or taking steps to enforce its security in respect thereof; or (c) a resolution for the winding-up of Company having been proposed;
“Model Articles”	means the Model Articles for Private Companies Limited by Shares in Schedule 1 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229);
“Oakfield Investor	means the director to be appointed pursuant to Article

Director"	17.1;
"Oakfield Investors"	means: (a) Oakfield Capital III LP (company number LP018954) acting by its manager the Oakfield Manager and its general partner Oakfield Capital General Partner LLP (company number OC420056) (the "Fund"); (b) the Oakfield Partners (as such term is defined in the Investment Agreement); and (c) the Oakfield II Investors (as such term is defined in the Investment Agreement), together with any of their Affiliates or any member of such Investor's Group which holds shares in the capital of the Company from time to time;
"Oakfield Manager"	Oakfield Capital Partners LLP (registered number OC420056);
"Portfolio Company"	means: (a) the Company; (b) any Group Company; (c) any body corporate promoted by the Company; and (d) any other body corporate or other entity in which the Company, an Investor or a member of an Investor's Group is otherwise interested;
"Pre-Authorised Investor Director Situations"	means the following Conflict Situations: (a) holding any office, employment or engagement with an Investor, a member of an Investor's Group, any Group Company or any Portfolio Company; (b) holding, or otherwise being interested, directly or indirectly, actually or potentially (including for the avoidance of doubt in relation to any carried interest or similar arrangement or through the direct or indirect participation in any co-investment scheme), in any shares or debentures or other securities or interests (or any rights to acquire or options over or any other rights in respect of any shares or debentures or other securities or interests) in an Investor, a member of an Investor's Group, any Group Company or any Portfolio Company; (c) being, and acting as a representative of the Lead Investors (or any of them) for the purposes of monitoring and evaluating their investment in the

Company and the Group which may include:

- (i) attending and voting at meetings of the directors (or any committee thereof) of any Group Company at which any relevant matter will or may be discussed and receiving board papers relating thereto;
- (ii) receiving confidential information and other documents and information relating to the Group, using and applying such information in performing his duties as a director, officer or employee of, or consultant to, an Investor, a member of an Investor's Group, any other Group Company or any Portfolio Company and disclosing information to third parties in accordance with these Articles or the Investment Agreement; and
- (iii) giving or withholding consent or giving any direction or approval under these Articles or the Subscription Letter;

"Pre-Authorised Situations"

means the following Conflict Situations:

- (a) holding any office, employment or engagement with any Group Company;
- (b) participating in any scheme, transaction or arrangement for the benefit of the employees or former employees of any Group Company (including any pension fund or retirement, death or disability scheme or any bonus or employee benefit scheme); or
- (c) holding, or otherwise being interested, directly or indirectly, actually or potentially, in any shares or debentures or other securities or interests (or any rights to acquire or options over or any other rights in respect of any shares or debentures) in any Group Company;

"Relevant Loss"

means 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, any associated company or any pension fund or employees' share scheme of the Company or associated company;

"Relevant Officer"

means any director or other officer of the Company or an associated company (including any such company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act;

"Sale Price"

has the meaning given to it in Article 11.5;

"Share Sale"	means the completion of any sale of any interest in any Shares (whether in one transaction or in a series of related transactions) resulting in a Change of Control;
"Share"	means any share in the capital of the Company from time to time (and "Shares" shall be construed accordingly);
"Shareholder"	means a holder of any Share;
"ST Investor Director"	means the director to be appointed pursuant to Article 17.7;
"Subscription Letter"	means the subscription letter entered into between, amongst others, the Lead Investors and the Company, on or about the date of adoption of these Articles;
"Third Party Buyer"	has the meaning given to it in the definition of "Change of Control";
"voting rights"	shall be construed in accordance with schedule 6 of the Act.

- 1.1 In these Articles, a reference to a "group undertaking" or a "subsidiary undertaking" is to be construed in accordance with sections 1161 and 1162 respectively of the Act and a reference to a "subsidiary" or "holding company" is to be construed in accordance with section 1159 of the Act.
- 1.2 A reference in these Articles to a statute, statutory provision or sub-ordinate legislation (other than in Article 1.8 or the definition of "Model Articles") is a reference to it as it is in force from time to time, taking account of:
 - (a) any subordinate legislation from time to time made under it, and
 - (b) any amendment or re-amendment and includes any statute, statutory provision or sub-ordinate legislation which it amends or re-enacts.
- 1.3 In these Articles, a reference to any other document is a reference to that other document as amended, varied, novated or supplemented (other than in breach of the provisions of the relevant other document) from time to time.
- 1.4 The regulations contained in or incorporated in the Model Articles shall apply to the Company save insofar as they are excluded or varied hereby or are inconsistent herewith and such regulations (save as so excluded, varied or inconsistent) and the Articles hereinafter contained shall be the regulations of the Company.
- 1.5 An Investor Consent or Investor Direction required or permitted to be given under these Articles must be given by all Investor Directors who holds office as a director of the Company at the time that the consent or direction (as the case may be) is given. Any written consent or approval given by the Investor Directors or the Lead Investors after a matter or event in respect of which Investor Consent is required shall, unless such consent or approval expressly states otherwise, be deemed to be an Investor Consent for the purpose of these Articles.
- 1.6 Regulations 2, 8, 9(2) to 9(4) (inclusive), 10, 14, 17, 18, 21, 26(1), 26(5), 30(5) to 30(7) (inclusive), 38, 48(1), 48(2), 52 and 53 of the Model Articles shall not apply to the Company.

- 1.7 Unless the context otherwise requires (for example, where otherwise defined herein), words or expressions defined in or having a meaning provided by the Act (as in force at the date these Articles became binding on the Company) shall have the same meaning when used in these Articles.
- 1.8 Where an ordinary resolution is expressed to be required for any purpose, a special resolution is also effective for that purpose.
- 1.9 The headings in these Articles are for convenience only and shall not affect their meaning.
- 1.10 A reference in these Articles to an Article is a reference to the relevant Article of these Articles unless expressly provided otherwise.
- 1.11 In construing these Articles, general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.
- 1.12 If a Lead Investor at any time holds or controls less than 20 per cent of the issued A Ordinary Shares:
- (a) it shall cease to have the right to exercise any consent, waiver and/or approval right it may have under these Articles, and any such consent, waiver and/or approval right shall be exercisable by the other Lead Investors; and
 - (b) the Investor Director of that Lead Investor shall cease to have the right to exercise any consent, waiver and/or approval right it may have under these Articles and any such consent, waiver and/or approval right shall be exercisable by the other Investor Directors.

2 Limitation of Liability

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

3 Share capital

- 3.1 The share capital of the Company as at the date of the adoption of these Articles is divided into A Ordinary Shares, B Ordinary Shares and D Ordinary Shares.
- 3.2 Regulation 36 of the Model Articles shall be modified as follows:
- (a) by inserting the words "or in or towards paying up, on their behalf, the amounts, if any, for the time being unpaid on any Shares held by each person entitled respectively" at the end of regulation 36(3); and
 - (b) by inserting the words "(credited up as fully paid)" after the word "debentures" in regulation 36(5)(c).
- 3.3 Whenever as a result of a consolidation of Shares any Shareholders would become entitled to fractions of a share, the directors may, on behalf of those Shareholders, sell the Shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those members, and the directors may authorise some person to execute an instrument of transfer of the Shares to, or in

accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

4 Share rights

4.1 Income

The income rights attaching to the Shares shall be set out in this Article:-

- (a) subject to (i) the Board recommending payment of the same, and (ii) Investor Consent, any profits of the Company available for distribution which the Company may determine to distribute in respect of any financial year shall be distributed as to 99.99% amongst the holders of the A Ordinary Shares and the B Ordinary Shares pro rata to the nominal values of such Shares held and as to 0.01% to the holders of the D Ordinary Shares and Deferred Shares pro rata to the nominal value of such shares held;
- (b) the Company shall procure (so far as it is able) that each of its subsidiaries and each of its subsidiary undertakings which has profits available for distribution shall from time to time declare and pay to the Company (or, as the case may be, the relevant Group Company that is its immediate holding company or parent undertaking) such dividends as are necessary to permit lawful payment by the Company of any dividend; and
- (c) the rights set out in this Article 4.1 are subject to Article 4.6.

4.2 Capital

- (a) On a return of capital on liquidation or capital reduction or otherwise the surplus assets of the Company remaining after the payment of its liabilities (including the Loan Notes issued by the Company unless otherwise agreed by the Investor Directors) shall be applied in the following order:
 - (i) first, in paying £1.00 to the holders of Deferred Shares (as a class) which payment shall be made to any holder of Deferred Shares for the class as a whole;
 - (ii) second, in paying to each holder of A Ordinary Shares, the B Ordinary Shares and D Ordinary Shares any dividends thereon which have been declared but are unpaid;
 - (iii) third, in paying to the holders of the A Ordinary Shares, the B Ordinary Shares and the D Ordinary Shares a sum equal to the sum of the B Share Prices of all B Ordinary Shares in issue at the date of the return of assets to be distributed as to 0.01% to the holders of the A Ordinary Shares and the D Ordinary Shares pro rata according to the number of A Ordinary Shares and/or D Ordinary Shares held by them respectively and as to the balance to the holders of the B Ordinary Shares pro rata according to the number of B Ordinary Shares held by them respectively;
 - (iv) fourth, in paying to the holders of the A Ordinary Shares, the B Ordinary Shares and the D Ordinary Shares a sum equal to £100 plus £2.50 multiplied by the number of A Ordinary Shares in issue at the date of the return of assets to be distributed as to 0.01% to the holders of the B Ordinary Shares and the D Ordinary Shares pro rata according to the number of B Ordinary Shares and/or D Ordinary Shares held by them respectively and as to the

balance of the holders of the A Ordinary Shares pro rata according to the number of A Ordinary Shares held by them;

- (v) then, the balance of such assets shall be distributed amongst the holders of A Ordinary Shares, the B Ordinary Shares and the D Ordinary Shares on a pro rata basis according to the number such A Ordinary Shares, B Ordinary Shares and D Ordinary Shares held.

- (b) The rights in this Article 4.2 are subject to the limits in Article 4.6.

4.3 Share Sale

In the event of a Share Sale then, notwithstanding anything to the contrary in the terms and conditions governing such Share Sale the selling Shareholders (immediately prior to such Share Sale) or the Company (as appropriate) shall procure that the consideration (whenever received) shall (after the settlement of the debt obligations of the Company (including but not limited to the Loan Notes) be paid into a designated trustee account and shall be distributed amongst such selling holders in the following order of priority:

- (a) first, in paying to each holder of A Ordinary Shares and the B Ordinary Shares any dividends thereon which have been declared but are unpaid;
- (b) second, in paying to the holders of the B Ordinary Shares the B Share Price of each such Share;
- (c) third, in paying to the holders of the A Ordinary Shares £2.50 in relation to each such Share held; and
- (d) then, the balance of such assets shall be distributed amongst the holders of A Ordinary Shares and D Ordinary Shares pro rata as if the same constituted one class of Shares after payment of £1.00 to the holders of Deferred Shares (as a class) which payment may be made to any holder of Deferred Shares for the class as a whole.

4.4 Listing

Immediately prior to a Listing:

- (a) the Company shall issue (“Pre-Listing Issues”) to each holder of Shares such number (if any) of Shares as shall be necessary to ensure that the proportion which the Shares held by that member bears to the enlarged issued share capital (following the completion of all such Pre-Listing Issues) shall be equal to the proportion of the proceeds of a Share Sale that member would have been entitled to receive under Article 4.3 if there were a Share Sale on that date (assuming that the consideration due in relation to the Share Sale was equal to the valuation of the Company at the point of Listing); and
- (b) the additional ordinary shares to be allotted pursuant to the Pre-Listing Issues shall if lawful be paid up by the automatic capitalisation of such amount as may be necessary of the amount standing to the credit of the share premium account or any other available reserve of the Company as determined by the Board and applying the same in paying up the nominal amount of those additional Shares. The capitalisation and payment up shall be automatic and no consent of all or any of the members or the holders of any class of shares shall be required, and the Board shall allot the Shares arising on the capitalisation to the members entitled to them in accordance with this Article 4.4. To the extent that there is insufficient share capital to effect the said issue the Board shall take all such

action as is within their powers to increase the Company's share capital to the extent necessary to permit the issue required and all members shall vote in favour of the necessary resolutions to effect the increase.

4.5 Voting

- (a) The B Ordinary Shares and the D Ordinary Shares shall not confer any rights on the holders thereof to receive notice of, attend, speak or vote at general meetings of the Company.
- (b) Subject to any special rights or restrictions as to voting attached to any Shares by or in accordance with these Articles (including Article 17.2), on a show of hands every Shareholder holding A Ordinary Shares who:
 - (i) (being an individual) is present in person or by proxy; or
 - (ii) (being a corporation) is present by a representative not being himself a Shareholder or by a proxy,shall have one vote, and on a poll every Shareholder who is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall (except as hereinafter provided) have one vote for every A Ordinary Share of which he is the holder.
- (c) If a Material Default has occurred and the Investor Directors deliver a notice (a "voting adjustment notice") to that effect to the Company then the voting rights attaching to the A Ordinary Shares held by the Lead Investors shall be amended with effect from the date of the voting adjustment notice to the effect that on a poll each Lead Investor who is a holder of A Ordinary Shares present in person or by proxy or (being a corporation) which is present by a representative or by proxy shall have one hundred thousand votes for every A Ordinary Share in the capital of the Company of which he is the holder until the earlier of:-
 - (i) the date that the Material Default has been rectified; and
 - (ii) the date that the Investor Directors give notice in writing to the Company cancelling the voting adjustment notice.
- (d) The provisions of this Article 4.5(d) shall apply at any time after any occurrence of a Material Default or a notice is given in writing by the Company's bank that an occurrence which would constitute a Material Default of the kind referred to in paragraph (c) of that definition is imminent, which the bank has indicated in writing to the Company that it will not waive without additional capital support being provided to the Company and/or any other member of the Group:
 - (i) the Lead Investors shall be entitled to convene an extraordinary general meeting of the Company for the purpose of considering a resolution or resolutions to approve the terms of any additional capital support for the Company, and for this purpose to consider a resolution or resolutions to appoint additional directors and any and all resolutions required by the terms of the additional capital support including, without limitation, a resolution or resolutions constituting and issuing new classes of shares in the capital of the Company;
 - (ii) at any meeting called pursuant to this Article 4.5(d) the quorum shall be the holders of not less than 75% in nominal value of the A Ordinary Shares.

- (e) At any meeting called pursuant to Article 4.5(d) only the holders of A Ordinary Shares may vote on any resolution relating to its adjournment.
- (f) The Lead Investors shall have the right to determine the terms and timing of the additional capital support referred to in Article 4.5(d) at their discretion.
- (g) Notwithstanding any other provisions of these Articles, the provisions of sections 561 and 562 of the Act shall not apply to the Company in relation to any allotment or issue of Shares pursuant to Article 4.5(d).
- (h) The voting and other rights conferred upon the holders of A Ordinary Shares by Articles 4.5(d), 4.5(e) and 4.5(f) shall cease to apply upon the first to occur of:-
 - (i) the date on which the Material Default which triggered such rights or to which the notice given by the Company's bank pursuant to Article 4.5(d) relates, being rectified;
 - (ii) the Investor Directors giving notice to the Company that such rights shall no longer accrue to the holders of such Shares and cancelling the voting adjustment notice.
- (i) This Article 4.5 is subject to the limits in Article 4.6.

4.6 50% cap on Corporate Shareholders and their Connected Persons

- (a) The limitations in this Article 4.6 shall apply to:
 - (i) any Shareholder that is a "company" for the purpose of the independence requirement in section 185(2) of ITA 2007 (a "Corporate Shareholder"); and
 - (ii) any Shareholder that is a Connected Person in relation to that Corporate Shareholder (a "Relevant Connected Person").
- (b) At any time, on a liquidation or other return of capital event (including the redemption or repurchase of Shares) the aggregate amount payable to any Corporate Shareholder and all of its Relevant Connected Persons shall not exceed 50 per cent of the assets of the Company available for distribution amongst the participators (as defined in section 454 of CTA 2010) of the Company at that time.
- (c) At any time, on a distribution of any profits of the Company by way of dividend or otherwise (including on the redemption or repurchase of Shares) no distribution shall be made to any Corporate Shareholder and all of its Relevant Connected Persons if, and to the extent that, the aggregate amount that would (but for this Article 4.6(c)) be payable to that Corporate Shareholder and its Relevant Connected Persons would exceed 50% of the total amount of the profits of the Company available for distribution at that time.
- (d) At any time the aggregate number of votes attaching to all the Shares held by any Corporate Shareholder and all of its Relevant Connected Shares shall be restricted to the lower of:
 - (i) 49.99% of the votes attaching to all Shares; and
 - (ii) the total number of votes that would have been conferred on such Shareholders if this Article 4.6(d) did not apply.

- (e) For the avoidance of doubt, the provisions of this Article 4.6 and of Article 9.6 shall not apply to any Third Party Buyer who acquires Shares as a result of a Share Sale.
- (f) Notwithstanding any other provision of these Articles, the limitations set out in this Article 4.6 shall cease to apply on 31 July 2020.

5 Class rights

- 5.1 Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated with the consent in writing of the holders of at least 75% in nominal value of the issued shares of that class.
- 5.2 The variation, modification, abrogation or cancellation of this Article 5 or of any provision of these Articles which contains or affects any class rights shall (save as expressly provided herein) require the consent as set out in Article 5.1 of the holders of Shares of the class or classes concerned to be effective.
- 5.3 The special rights attached to the A Ordinary Shares shall only be varied once 50% of the A Ordinary Shareholders have consented to such variation by:
 - (a) any variation in the share capital of the Company; or
 - (b) the creation or grant of any option or other right over or to subscribe for shares or by the creation, issue or grant of any security convertible into any shares in the capital of the Company; or
 - (c) any alteration or variation of any of the rights attached to any of the shares for the time being in the capital of the Company; or
 - (d) the application by way of capitalisation of any sum in or towards paying up any share or loan capital of the Company; or
 - (e) the redemption of any of the Company's shares (otherwise than pursuant to these Articles) or by the entering into of a contract by the Company to purchase any of its shares; or
 - (f) the appointment or removal of any director of the Company (other than pursuant to and in accordance with Article 17); or
 - (g) the appointment or removal of auditors to the Company; or
 - (h) any alteration of the accounting reference date of the Company; or
 - (i) any resolution to change the classification or status of the Company; or
 - (j) any alteration to these Articles of the Company; or
 - (k) any resolution to wind up the Company; or
 - (l) any sale, transfer or other disposal by the Company of the whole or part of its undertaking, business or assets; or
 - (m) the transfer by the Company of any profits to reserves or the taking of any other action (excluding the lawful payment of dividends) which will or may reduce the amount of its profits available for distribution; or
 - (n) any suspension or relaxation by the Company of any provision of its Articles of

association which prohibits a director from voting at a meeting of the directors or of a committee of the directors in certain circumstances; or

- (o) any sale, transfer or other disposal by the Company of all or any part of, or any interest in, the shares of any subsidiary by the Company; or
- (p) the giving, variation, revocation or renewal of an authority for allotment under section 551 of the Act; or
- (q) the calling of a meeting of the Company to effect or approve any matter which would by virtue of this Article be a variation of the class rights of the A Ordinary Shares or B Ordinary Shares (as the case may be); or
- (r) the disapplication of the provisions of sections 561(1) and 562(1) of the Act in relation to any allotment or issue of Shares by the Company.

6 Lien

- 6.1 The Company shall have a first and paramount lien on every Share (not being a fully paid share) registered in the name of any person indebted or under liability to the Company or other Group Company whether he be the sole registered holder thereof or one of several joint holders and shall be for all monies (whether presently payable or not) payable or otherwise owing by such a person to the Company or other Group Company. The directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article.
- 6.2 The Company may sell in such manner as the directors determine any Shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the Share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the Shares may be sold.
- 6.3 To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the Shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the Shares shall not be affected by any irregularity or invalidity in the proceedings in reference to the sale.
- 6.4 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the Shares sold and subject to a like lien for any moneys not presently payable as existed before the sale) be paid to the person entitled to the Shares at the date of the sale.

7 Calls on shares and forfeiture

- 7.1 Subject to the terms of allotment, the directors may make calls upon the Shareholders in respect of any moneys unpaid on their Shares (whether in respect of nominal value or premium) and each Shareholder shall (subject to receiving at least fourteen clear days' notice specifying when and the method by which payment is to be made) pay to the Company as required by the notice the amount called on his Shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or in part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the Shares in respect of which of the call was made.

- 7.2 A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.
- 7.3 The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.
- 7.4 If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the Share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Act) but the directors may waive payment of the interest wholly or in part.
- 7.5 An amount payable in respect of a Share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call, and if it is not paid when due all the provisions of the Articles shall apply as if that amount had become due and payable by virtue of a call.
- 7.6 Subject to the terms of allotment, the directors may make arrangements on the issue of Shares for a difference between the holders in the amounts and times of payment of calls on their Shares.
- 7.7 If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment. The notice shall state the method by which payment is to be made and shall state that if the notice is not complied with the Shares in respect of which the call was made will be liable to be forfeited.
- 7.8 If the notice is not complied with any Share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited Shares and not paid before the forfeiture.
- 7.9 Subject to the provisions of the Act, a forfeited Share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before a sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited Share is to be transferred to any person the directors may authorise some person to execute an instrument of transfer of the Share to that person.
- 7.10 A person any of whose Shares have been forfeited shall cease to be a Shareholder in respect of them and shall surrender to the Company for cancellation the certificate for the Shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those Shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payment but the directors may waive payment wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal.
- 7.11 A statutory declaration by a director or the secretary that a Share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the Share and the person

to whom the Share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the Share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the Share.

8 Issues of shares

8.1 Subject to these Articles (including Article 8.2) the pre-emption provisions of sections 561 and 562 of the Act shall apply to any allotment of the Company's A Ordinary Shares, provided that:

- (a) the period specified in section 562(5) of the Act shall be 5 business days;
- (b) the Shareholders shall not accept Shares which would increase the proportion of their shareholding in disproportion to the Shares that they currently hold;
- (c) the A Ordinary Shareholders who accept Shares shall be entitled to indicate that they would accept Shares that have not been accepted by other A Ordinary Shareholders ("Excess Shares") on the same terms as originally offered to all A Ordinary Shareholders and the following provisions shall apply:
 - (i) it shall be a term of the allotment that, if A Ordinary Shareholders of more than one class indicate that they would accept some or all of the Excess Shares, the Excess Shares shall be treated as having been offered, first, to all A Ordinary Shareholders holding Shares of the same class as the Excess Shares in priority to all other classes of A Ordinary Shareholder and thereafter, to the extent that all of the Excess Shares have not been applied for by such class of A Ordinary Shareholder, the Excess Shares shall be treated as having been offered to all of the A Ordinary Shareholders holding the other class of Shares;
 - (ii) subject always to Article 8.1(b)(i), any Shares not so accepted shall be allotted to the A Ordinary Shareholders who have indicated they would accept Excess Shares;
 - (iii) such Excess Shares shall be allotted in the numbers in which they have been accepted by A Ordinary Shareholders or, if the number of Excess Shares is not sufficient for all A Ordinary Shareholders to be allotted all the Excess Shares they have indicated they would accept, then the Excess Shares shall be allotted as nearly as practicable in the proportion that the number of Excess Shares each A Ordinary Shareholder indicated he would accept bears to the total number of Excess Shares applied for;

8.2 The pre-emption provisions of section 561 and section 562 of the Act shall not apply:

- (a) where so agreed in writing by the Company and the Investor Directors;
- (b) to any allotment of Shares pursuant to an Employee Benefit Trust;
- (c) to any allotment of A Ordinary Shares made in exchange for the transfer to the Company of shares in another company.

8.3 The Company may, subject to Investor Consent, exercise the powers of paying commissions conferred by the Act subject to the provisions of the Act, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid Shares or partly in one way and partly in the other.

9 Provisions applying on every transfer of shares

- 9.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and, unless the Share is fully paid, by or on behalf of the transferee.
- 9.2 If the Board refuses to register the transfer of a Share, it shall within two months after the date on which the transfer was lodged with the Company, send the notice of refusal to the transferee together with (unless the directors suspect that the proposed transfer may be fraudulent) the instrument of transfer.
- 9.3 Subject to Article 9.4, the Board may refuse to register the transfer of a Share which is not fully paid to a person of whom they do not approve and they may refuse to register the transfer of a Share on which the Company has a lien. They may also refuse to register a transfer unless:-
- (a) it is lodged at the registered office or at such other place as the directors may appoint and is accompanied by the certificate for the Shares to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer;
 - (b) it is in respect of only one class of shares; and
 - (c) it is in favour of not more than four transferees.
- 9.4 The Board shall refuse to register any transfer of Shares made in contravention of the provisions of these Articles or the Subscription Letter but, subject to Article 9.3, shall not otherwise be entitled to refuse to register any transfer of shares (and for the avoidance of doubt may not refuse to register any transfer or shares made in accordance with Article 10). For the purpose of ensuring that a particular transfer of Shares is permitted under the provisions of these Articles and the Subscription Letter, the directors may request the transferor, or the person named as transferee in any transfer lodged for registration, to furnish the Company with such information and evidence as the directors may reasonably think necessary or relevant. Failing such information or evidence being furnished to the satisfaction of the directors within a period of 28 days after such request the directors shall be entitled to refuse to register the transfer in question. Any transfer of Shares made or purported to be made in contravention of the provisions of these Articles or the Subscription Letter shall be of no effect.
- 9.5 No Shares may be transferred unless:
- (a) save for transfers pursuant to Articles 10 (except where a provision in Articles 10.4 or 10.5 expressly requires Investor Consent to be obtained), 12 or 13, an Investor Consent has been obtained and any conditions to that Investor Consent or as agreed between the Shareholders (or the Shareholders amongst others) have been satisfied and subject to any restrictions in such Investor Consent; and
 - (b) save where otherwise agreed by Investor Consent, the proposed transferee has entered into an agreement to be bound by the Subscription Letter in the form required by the Subscription Letter.
- 9.6 Notwithstanding any other provisions of these Articles, no Share or interest (whether legal or beneficial) in any Share may be transferred prior to 31 July 2020 to a company or other body corporate without the prior written consent of the Investor Directors if, as a result of that transfer, the Company would cease to meet the independence requirement in section 185(2) of ITA 2007. For the avoidance of doubt, any purported transfer of any Shares, or any interest in any Shares, in breach of this Article 9.6, will be null and void.

Without prejudice to the general effect of Article 5.1, any variation to this Article 9.6 will be deemed to constitute a variation of the rights attached to the A Ordinary Shares.

9.7 A reference in these Articles to a transfer of Shares shall include:

- (a) a transfer of any interest in Shares (whether legal, beneficial or otherwise) including without limitation to any transmittee (and regulations 27 and 28 of the Model Articles shall be subject to this Article 9 and to Articles 10 to 12 inclusive); and
- (b) any charge, mortgage, option or other encumbrance granted over Shares (including any direction by way of renunciation or otherwise by a Shareholder entitled to an allotment or issue of any Share that such Share be allotted or issued to some other person),

and these Articles shall take effect accordingly.

9.8 D Ordinary Shares may not be transferred by any holder thereof except on an Exit Event or with Investor Consent.

9.9 If any holder of D Ordinary Shares ceases to be an employee or officer of the Company then such shares will automatically without any further action being required stand converted to Deferred Shares. The Deferred Shares will have no right to vote or to receive notice of or to attend any meeting of shareholders and will be redeemable by the Company at any time by the payment of £1.00 (for the entire class of Deferred Shares) to any holder thereof on behalf of the entire class.

10 Permitted transfers

10.1 Definitions

For the purposes of these Articles relating to transfers of Shares, "Permitted Transfer" means any transfer of Shares permitted under this Article 10.

10.2 Transfers by trustees of Employee Benefit Trust

Any holder of Shares who is a trustee of an Employee Benefit Trust may at any time transfer any Share to:

- (a) the new or remaining trustees of the Employee Benefit Trust upon any change of trustees; and
- (b) any beneficiary of the Employee Benefit Trust.

10.3 Transfers between or to funds

The Oakfield Investors and their respective custodians or nominees shall each have the right to transfer, or otherwise dispose of, interests in all or any of the Shares held or owned by them directly or through any custodian or other nominee (and to assign the benefit of the Investment Agreement and/or the Subscription Letter) to:

- (a) each other or any other member of an Investors' Group or their nominee;
- (b) to a nominee provided that the beneficial ownership of the relevant Shares remains with the Oakfield Investor; or
- (c) the beneficial owner or owners in respect of which the transferor is a nominee or

custodian or any other nominee or custodian for such beneficial owner or owners.

10.4 Transfers of Carrington shareholding

- (a) For the purposes of this Article 10.4:
 - (i) "Robertson Principal" means Stephen Robertson and/or Jack Robertson; and
 - (ii) "family" shall have the meaning given to it in section 253 of the Companies Act 2006.
- (b) Carrington (and any subsequent transferee in accordance with this Article 10.4) shall have the right to transfer, or otherwise dispose of, interests in all or any of the Shares held or owned by it directly or through any custodian, trustee or nominee (and to assign the benefit of the Investment Agreement and/or the Subscription Letter) to:
 - (i) a Robertson Principal;
 - (ii) a member of the family of a Robertson Principal;
 - (iii) any trust under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than a Robertson Principal, or a member of the family of a Robertson Principal (and for this purpose a "trust" includes any person which is a trustee from time to time of that trust); and/or
 - (iv) any investment vehicle or entity under which no immediate beneficial interest in such vehicle or entity is held by any person other than a Robertson Principal, or a member of the family of a Robertson Principal.

10.5 Transfers with consent

Without prejudice to Articles 10.2, 10.3, 10.4 and 13, a Shareholder may transfer Shares to any person at any time with Investor Consent.

10.6 Family trusts and family members

Without prejudice to Article 10.4, a Shareholder may transfer Shares to a member of his family or to a trust for the benefit of himself or his family with Investor Consent (without limitation, as to the numbers of Shares to be transferred, the constitution of the trust and the conditions of any such transfer).

10.7 Transfers of entire interest

Without prejudice to the other provisions of these Articles, a transfer of any Share pursuant to this Article shall only be treated as a Permitted Transfer if it is a transfer of the entire legal and beneficial interest in such share, free from any lien, charge or other encumbrance (save for any interest of beneficiaries under any relevant family trust).

- 10.8 The beneficial interest in any Share held by any Oakfield Investor may be transferred to any other Oakfield Investor or to any other individual who participates from time to time in the EIS fund managed by the Oakfield Manager and known as "Oakfield II - UK Special Situations Fund", and as such the provisions of Article 10.6 shall not apply in this situation.

11 Voluntary transfers

- 11.1 Except as permitted under Article 10 any Shareholder who wishes to transfer any A Ordinary Share ("a Seller") shall before transferring or agreeing to transfer such Share or any interest in it, serve notice in writing ("a Transfer Notice") on the Company of his wish to make that transfer.
- 11.2 In the Transfer Notice the Seller shall specify:
- (a) the number of Shares ("Sale Shares") which he wishes to transfer;
 - (b) if that Seller is a holder of Loan Notes or other securities, whether he wishes to also transfer those Loan Notes or other securities at the same time as his Shares ("Securities Transfer Request");
 - (c) the identity of the person (if any) to whom the Seller wishes to transfer the Sale Shares;
 - (d) the price per share at which the Seller wishes to transfer the Sale Shares ("the Proposed Sale Price");
 - (e) any other terms relating to the transfer of the Sale Shares; and
 - (f) whether the Transfer Notice is conditional upon all (and not part only) of the Sale Shares being sold pursuant to the following provisions of this Article ("a Total Transfer Condition").
- 11.3 Each Transfer Notice shall:
- (a) subject to the remaining provisions of this Article, relate to one class of Shares only;
 - (b) constitute the Company as the agent of the Seller for the sale of the Sale Shares on the terms of this Article;
 - (c) save as provided in Article 11.6, be irrevocable; and
 - (d) not contain or be deemed to contain a Total Transfer Condition unless it states that a Total Transfer Condition applies and a Total Transfer Condition is permitted by these Articles.
- 11.4 In the event that a Transfer Notice contains a Securities Transfer Request the relevant Loan Notes or other securities shall transfer in accordance with their respective term but shall be subject to the provisions of this Article 11 such that if a Shareholder wishes to buy any Sale Shares he shall be obliged to purchase a proportionate amount (by reference to the proportion of the Sale Shares that Shareholder wishes to acquire) of the Seller's Loan Notes or other securities when purchasing Sale Shares. For the avoidance of doubt, *if the Transfer Notice does not contain a Securities Transfer Request, the Seller shall be under no obligation to transfer any of his Loan Notes or other securities when transferring his Shares and a Shareholder shall be under no obligation to purchase any such Loan Notes.*
- 11.5 Subject to Article 11.6 the Sale Shares shall be offered for purchase in accordance with this Article at a price per Sale Share ("the Sale Price") agreed between the Seller and the Board (with the approval of the Investor Directors) or, in default of such agreement within 21 days after the date of service of the Transfer Notice, the lower of:

- (a) the Proposed Sale Price; and
 - (b) in the case of A Ordinary Shares, if the Investor Directors so elect within 28 days after the date of service of the Transfer Notice, the price per share given by the Independent Expert in writing as being their opinion of the open market value of each Sale Share in accordance with Article 11.15 ("the Market Value") as at the date of service of the Transfer Notice; or
 - (c) if the Shares are B Ordinary Shares, the B Share Price.
- 11.6 If the Market Value is so reported on by the Independent Experts to be less than the Proposed Sale Price, the Seller may revoke the Transfer Notice by written notice given to the Board within the period ("the Withdrawal Period") of 14 days after the date the Board serves on the Seller the Independent Expert's written opinion of the Market Value.
- 11.7 The Board shall offer the Sale Shares for purchase at the Sale Price by a written offer notice ("the Offer Notice") served on those persons to whom the same are to be offered pursuant to Article 11.9 within 21 days after the Sale Price is agreed or determined or, if the Transfer Notice is capable of being revoked, within 21 days after the expiry of the Withdrawal Period.
- 11.8 An Offer Notice shall expire 42 days after its service and shall:
- (a) specify the Sale Price;
 - (b) contain the other details included in the Transfer Notice; and
 - (c) invite the relevant Shareholders to apply in writing, before expiry of the Offer Notice, to purchase the numbers of Sale Shares specified by them in their application.
- 11.9 Sale Shares of a particular class specified in column (1) in the table below shall be treated as offered:
- (a) in the first instance to all persons in the category set out in the corresponding line in column (2) in the table below;
 - (b) to the extent not accepted by persons in column (2), to all persons in the category set out in the corresponding line in column (3) in the table below; and
 - (c) to the extent not accepted by persons in columns (2) and (3), to all persons set out in the corresponding line in column (4) in the table below:

but no Shares shall be treated as offered to the Seller or any other Shareholder who is then bound to give or deemed to have given a Transfer Notice.

(1)	(2)	(3)	(4)
Class of Sale Shares	Offered First To	Offered Second To	Offered Third To
A Ordinary Shares	Holders of A Ordinary Shares	Holders of B Ordinary Shares	Board Invitees
B Ordinary Shares	Holders of B Ordinary Shares	Holders of A Ordinary Shares	Board Invitees

- 11.10 After the expiry date of the Offer Notice (or, if earlier, upon valid applications being received for all the Sale Shares), the Board shall, in the priorities and in respect of each class of persons set out in the columns in the table above, allocate the Sale Shares in accordance with the applications received, subject to the other provisions of these Articles and the Model Articles, so that:
- (a) if there are applications from any class of Shareholders for more than the number of Sale Shares available for that class of Shareholders, they shall be allocated to those applicants in proportion (as nearly as possible but without allocating to any Shareholder more Sale Shares than the maximum number applied for by him) to the number of Shares of the relevant class then held by them respectively;
 - (b) if it is not possible to allocate any of the Sale Shares without involving fractions, they shall be allocated amongst the applicants of each class of shares in such manner as the Board shall think fit but so as nearly as possible to reflect the allocations determined pursuant to the foregoing provisions of this Article 11.10; and
 - (c) if the Transfer Notice contained a Total Transfer Condition, no allocation of Sale Shares shall be made unless all the Sale Shares are allocated.
- 11.11 The Board shall, within 7 days of the expiry date of the Offer Notice give notice in writing ("a Sale Notice") to the Seller and to each person to whom Sale Shares have been allocated (each a "Buyer") specifying the name and address of each Buyer, the number of Sale Shares agreed to be purchased by him and the aggregate price payable for them.
- 11.12 Completion of a sale and purchase of Sale Shares pursuant to a Sale Notice shall take place at the registered office of the Company at the time specified in the Sale Notice when the Seller shall, upon payment to him by a Buyer of the Sale Price in respect of the Sale Shares allocated to that Buyer, transfer those Sale Shares and deliver the relevant share certificates to that Buyer.
- 11.13 If all the Sale Shares are not sold under the pre-emption provisions contained in this Article 11, the Company shall (forthwith upon the exhaustion of such provisions) so notify the Seller and the Seller shall but only with the prior sanction of Investor Consent, be entitled to sell any of the Sale Shares to a third party buyer provided that such Shares are sold at a price which is no less than the Sale Price.
- 11.14 If a Seller fails for any reason (including death) to transfer any Sale Shares when required pursuant to this Article, the Board may authorise any person (who shall be deemed to be irrevocably appointed as the attorney of the Seller for the purpose) to execute the necessary transfer of such Sale Shares and deliver it on the Seller's behalf. The Company may receive the purchase money for such Sale Shares from the Buyer and shall upon receipt (subject to the transfer being duly stamped) register the Buyer as the holder of such Sale Shares. The Company shall hold such purchase money in a separate bank account on trust for the Seller but shall not be bound to earn or pay interest on any money so held. The Company's receipt for such purchase money shall be a good discharge to the Buyer who shall not be bound to see to the application of it, and after the name of the Buyer has been entered in the register of Shareholders in purported exercise of the power conferred by this Article the validity of the proceedings shall not be questioned by any person.
- 11.15 If instructed to report on their opinion of Market Value the Independent Expert shall:
- (a) act as an expert and not as an arbitrator and their written determination shall be final and binding on the Shareholders (save in the case of manifest error); and

- (b) proceed on the basis that:
 - (i) the open market value of each Sale Share shall be the sum as at the date of service of the Transfer Notice, which a willing Buyer would agree with a willing Seller to be the purchase price for all the class of Shares of which the Sale Shares form part, divided by the number of issued Shares then comprised in that class;
 - (ii) there shall be no addition of any premium or subtraction of any discount by reference to the size of the holding the subject of the Transfer Notice or in relation to any restrictions on the transferability of the Sale Shares or on whether the Buyer will increase his shareholding in the Company to or beyond any particular percentage;
 - (iii) any difficulty in applying either of the foregoing bases shall be resolved by the Independent Expert as they think fit in their absolute discretion; and
 - (iv) (unless the Remuneration Committee of the Company, if constituted, shall determine by majority decision that this sub-Article shall not apply) until expiry of the period of two years from the date of adoption of these Articles the Market Value of a Sale Share shall not exceed the Issue Price.
- (c) The Company will use its reasonable endeavours to procure that the Independent Expert delivers their written opinion of the Market Value to the Board and to the Seller within 28 days of being requested to do so. The Independent Expert need not give their reasons for reaching such opinion.
- (d) The Independent Expert's fees for reporting on their opinion of the Market Value shall be borne as to one half by the Seller and as to the other half by the Buyer(s) pro rata to the number of Sale Shares purchased by them unless:
 - (i) the Seller revokes the Transfer Notice; or
 - (ii) none of the Sale Shares are purchased pursuant to this Article,

when the Seller shall pay all the Independent Expert's fees.

12 Come along option

12.1 Notwithstanding any other provisions of these Articles, if either:

- (a) at any time the holders of a majority of the A Ordinary Shares; or
- (b) at any time after the third anniversary of the date of these Articles were adopted either:
 - (i) Carrington; or
 - (ii) Oakfield Investors who hold a majority of the A Ordinary Shares held by Oakfield Investors,

(in each case "the Selling Shareholders") wish to transfer all of their A Ordinary Shares to a Third Party Buyer ("the Relevant Shares"), the Selling Shareholders shall have the option ("the Come Along Option") to require all the other holders of Shares to transfer all

their Shares with full title guarantee to the Third Party Buyer or as the Third Party Buyer shall direct in accordance with this Article.

- 12.2 The Selling Shareholders may exercise the Come Along Option by giving notice to that effect ("**a Come Along Notice**") to all other Shareholders ("**the Called Shareholders**") at any time before the transfer of Shares referred to in Article 12.1. A Come Along Notice shall specify that the Called Shareholders are required to transfer all their Shares ("**the Called Shares**") pursuant to this Article to the Third Party Buyer, the price at which the Called Shares are to be transferred (determined in accordance with Article 12.4) and the proposed date of transfer, such proposed date of transfer not being less than 10 days after the date of service of the Come Along Notice. The Company shall as soon as reasonably practicable serve a copy of the Come Along Notice on each person holding options other rights to acquire Shares (the "**Option Holders**"). An Option Holder who exercises an option or right over Shares on or at any time after the service of the Come Along Notice by Selling Shareholders shall be deemed to have received the Come Along Notice in his capacity as shareholder in addition to his capacity as an Option Holder in respect of any Shares issued to him pursuant to such exercise and such person shall also thereafter be a Called Shareholder.
- 12.3 A Come Along Notice is irrevocable but the Come Along Notice and all obligations thereunder will lapse if for any reason there is not a Change of Control caused by a transfer of Shares by the Selling Shareholders to the Third Party Buyer within 60 days after the date of the Come Along Notice.
- 12.4 The Called Shareholders shall be obliged to sell the Called Shares at the price specified in the Come Along Notice which shall attribute an equal value to each A Ordinary Share (including the Relevant Shares) on the basis of an offer for all A Ordinary Shares on arm's length terms taking into account any consideration (in cash or otherwise) payable (or which has been paid) which, having regard to the substance of the transaction as a whole, can reasonably be regarded as part of the price payable in respect of such shares.
- 12.5 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Relevant Shares unless:
- (a) all of the Called Shareholders and the Selling Shareholders agree otherwise; or
 - (b) that date is less than 7 days after the Come Along Notice, where it shall be deferred until the 7th day after the Come Along Notice.
- 12.6 Each of the Called Shareholders shall, on service of the Come Along Notice, be deemed to have irrevocably appointed each of the Selling Shareholders to be his attorney to execute any stock transfer and to do such other things as may be necessary or desirable to accept, transfer and complete the sale of the Called Shares pursuant to this Article.

13 Change of control

- 13.1 Subject to Article 12 but notwithstanding any other provision in these Articles, no sale or transfer or other disposition of any interest in any Share ("**the Specified Shares**") shall have any effect if it would result in a Change of Control (for the avoidance of doubt, which may include a transfer approved pursuant to Article 10.4 or Article 10.5) unless before the transfer is lodged for registration the Third Party Buyer has made a bona fide offer in accordance with these Articles to purchase at the specified price (defined below) all the Shares held by Shareholders who are not acting in concert or otherwise connected with the Third Party Buyer ("**the Uncommitted Shares**").
- 13.2 An offer made under Article 13.1 must be in writing open for acceptance for at least 21 days, and shall be deemed to be rejected by any Shareholder who has not accepted it in

accordance with its terms within the time period prescribed for acceptance and the consideration thereunder shall be settled in full on completion of the purchase and within 30 days of the date of the offer.

13.3 For the purposes of this Article:

- (a) the expressions "transfer", "transferor" and "transferee" include respectively the renunciation of a renounceable letter of allotment, and any renouncer and renounee of such letter of allotment; and
- (b) the expression "**specified price**" means the higher of:
 - (i) a price per Share at least equal to the highest price paid or payable by the Third Party Buyer or persons acting in concert with him or connected with him for any Shares within the last six months (including the Specified Shares) plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Specified Shares which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for the Specified Shares PROVIDED always that an equal value shall be attributed to all Shares; and
 - (ii) a price per Share equal to the Issue Price thereof plus a sum equal to any arrears (together with interest) or accruals of the dividends on that Share.

13.4 If any part of the specified price is payable otherwise than in cash any Investor may require, as a condition of his acceptance of the offer, that all or any of the price offered for his Uncommitted Shares is paid to him in cash upon transfer of his Shares.

13.5 If the specified price or its cash equivalent cannot be agreed within 21 days of the proposed sale or transfer between the Third Party Buyer and Shareholders holding more than 75 per cent of the class of Shares concerned (excluding the Third Party Buyer and persons acting in concert or otherwise connected with him), it may be referred to the Independent Expert by any Shareholder and, pending its determination, such sale or transfer shall have no effect.

14 Prohibited transfers

14.1 Notwithstanding any other provision of these Articles and except as part of an Exit Event, no transfer of any Share shall be registered if it is to:

- (a) any infant, bankrupt, trustee in bankruptcy or person of unsound mind; or
- (b) any person who has not executed a Deed of Adherence (as defined in the Subscription Letter) to, and in the manner required by, the Subscription Letter.

15 General meetings

15.1 Calling Meetings

- (a) The directors may call general meetings and may be required to call a meeting by the Shareholders pursuant to the provisions of the Act.
- (b) General meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if is so agreed by a majority in number of the Shareholders having a right to attend and vote being a majority together holding not less than ninety per cent in nominal value of the Shares

giving that right.

- (c) The notice shall specify the time and date and place of the meeting and the general nature of the business to be transacted and shall include a statement of rights in accordance with section 325 of the Act.
- (d) Subject to the provisions of the Articles and to any restrictions imposed on any Shares, the notice shall be given to all the Shareholders, to directors and the auditors and (provided the Company has been notified of their entitlement) to all persons entitled to a Share in consequence of the death or bankruptcy of a Shareholder.
- (e) The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

15.2 Quorum

No business other than the appointment of a chairman of the meeting is to be transacted unless a quorum is present. The quorum shall be two persons entitled to vote upon the business of the meeting (who may be present in person, by proxy or by a duly authorised representative), provided always that:

- (a) no quorum shall be present unless a majority of the Investors are present at the meeting (whether in person, by proxy or by a duly authorised representative); and
- (b) where the Company has a single Shareholder, the quorum shall be one person entitled to vote at the meeting (being a Shareholder, a proxy or duly authorised representative).

15.3 Poll Votes

The following sub-paragraph (e) shall be added to the end of regulation 44(2) of the Model Articles:

"(e) a person or persons representing Shares conferring a right to vote on the resolution, being Shares on which an aggregate sum has been paid up equal to not less than one tenth of the total sum paid up on all the Shares conferring that right."

15.4 Proxies

- (a) A proxy notice (and any evidence of the authority of the person executing it on the appointors behalf) may:
 - (i) in the case of a proxy notice (and any evidence) in hard copy form, be deposited at the registered office or the address specified in the notice of meeting or in any instrument of proxy relating to the meeting sent out by the Company, at any time before the holding of the meeting (or adjourned meeting); or
 - (ii) in the case of a proxy notice (and any evidence) sent by electronic means, be received at any address provided for the purpose of receiving communications sent by electronic means and specified in the notice of meeting, in any instrument of proxy relating to the meeting sent out by the Company or in any communication by electronic means sent out by the Company inviting the appointor to appoint a proxy relating to the meeting, at any time before the holding of the meeting (or adjourned meeting);

- (b) Termination of the authority of a person to act as proxy must be notified to the Company in writing.

15.5 Votes of Shareholders

- (a) In the case of joint holders of Shares only the vote of the senior holder who votes (and any proxies appointed by him) may be counted by the Company and seniority shall be determined by the order in which the names of the joint holders appear in the register of members. A Shareholder in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy.
- (b) No Shareholder shall vote at any general meeting or at any separate meeting of the holders of any class of shares in the Company, either in person or by proxy, in respect of any Share held by him unless all moneys presently payable by him in respect of that share have been paid.

15.6 Chairing General Meetings

Regulation 39 of the Model Articles shall be modified by the substitution of the words "Chairman of the Board" in place of the word "chairman" each time it appears in regulation 39(1) and the first line of regulation 39(2).

16 Directors

16.1 Number of Directors

The number of directors (including the Investor Directors but excluding alternate directors) shall not be less than two in number.

16.2 Appointment and removal of Directors

- (a) The directors may with Investor Consent appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director.
- (b) No director shall be required to vacate his office as a Director, nor shall any person be ineligible for appointment as a Director, by reason of his having attained any particular age.
- (c) The office of a director shall be vacated if:
 - (i) he ceases to be a director by virtue of any provision of the Act or these Articles (including Article 16.2(d)) or he becomes prohibited by law from being a director of a company; or
 - (ii) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (iii) he is, or may be, suffering from mental disorder and either:
 - (A) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983, or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or

- (B) by reasons of his mental health, a court makes an order which wholly or partly prevents that director from personally exercising any powers or rights he would otherwise have; or
 - (iv) he resigns his office by notice in writing to the Company; or
 - (v) he is convicted of a criminal offence (other than a motoring offence or series of motoring offences not resulting in disqualification) and the directors resolve that he be removed from office; or
 - (vi) in the case of a person who is also an employee of the Company or another Group Company, he ceases to be such an employee without so remaining an employee of any other member of the Group; or
 - (vii) he shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that he be removed from office; or
 - (viii) (save in the case of an Investor Director) all the other directors unanimously resolve that he be removed from office.
- (d) In addition and without prejudice to the provisions of section 168 of the Act, the Company may by ordinary resolution (whether at a general meeting or in writing and without special notice) remove any director (other than an Investor Director) before the expiration of his period of office and may by ordinary resolution (whether at a general meeting or in writing and without any special notice) appoint another director in his place.
- (e) In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the person entitled to the Share(s) of the last shareholder to have died or to have a bankruptcy order made against him has the right, by notice in writing, to appoint a natural person who is willing to act and is permitted to do so, to be a director.
- (f) Subject to the provisions of the Act, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the Company and may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of the contract of service between the director and the Company.

16.3 Alternate Directors

- (a) Any director (other than an alternate director) may appoint any other director, or (without prejudice to Article 16.3(f)) any other person approved by resolution of the directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him.
- (b) An alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member, to attend and vote at any such meeting at which the director appointing him is not personally present and generally to perform all the functions of his

appointor as a director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate director. A director who is also an alternate shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.

- (c) An alternate director shall cease to be an alternate director if:
 - (i) his appointor ceases to be a director; but, if a director retires but is reappointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his reappointment; or
 - (ii) if any matter occurs in relation to the alternate which if it occurred in relation to his appointor would result in the termination of the appointor's appointment as a director.
- (d) Any appointment or removal of an alternate director shall be by notice in writing to the Company signed by the director making or revoking the appointment or in any other manner approved by the directors.
- (e) Save as otherwise provided in the Articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.
- (f) An Investor Director shall be entitled to appoint any person willing to act, whether or not he is a director and including any person then acting as an alternate director for an Investor Director, to be his alternate director. The appointment of an alternate director by an Investor Director shall not require approval by a resolution of the directors or Investor Consent and an appointment of alternate director by any other director of the Company shall not be made without Investor Consent.

16.4 Proceedings of Directors

- (a) Notice of every meeting of the directors shall be given to each director:
 - (i) at any address in the United Kingdom supplied by him to the Company for that purpose whether or not he is present in the United Kingdom; or
 - (ii) at any address for sending communications by electronic means supplied by him to the Company for that purpose,

provided that any director may waive notice of any meeting either prospectively or retrospectively by notice to the Company and if he does so it shall be no objection to the validity of the meeting (or any business conducted at it) that notice of the meeting was not given to him.
- (b) Notices of meetings of the directors shall be given in writing.
- (c) Regulation 11 of the Model Articles (as modified) shall be subject to Articles 16.4(d), 16.4(e), 16.5 and 16.6 and shall be modified by the substitution of the following words in place of the words in regulation 11(2):

"The quorum for directors' meetings is one and a person who holds office only as an alternate shall be counted in the quorum unless his appointor is present."

- (d) Any director including an alternate director may participate in a meeting of the directors or a committee of the directors of which he is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Act, he shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the director chairing the meeting then is or where the directors decide.
- (e) Subject to Articles 16.5 and 16.6, any quorum for the transaction of business at a meeting of the directors shall, save with Investor Consent, include the Investor Directors (if appointed) and regulation 7 of the Model Articles shall be modified by the insertion of the words "other than Article 16.4(e)" at the end of regulation 7(2).
- (f) A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as it if had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity. Regulation 7 of the Model Articles shall be modified by the substitution in regulation 7(1) of the words "Article 16.4(f)" in place of "article 8".
- (g) Minutes of meetings of the Board shall be prepared and circulated as soon as practicable and circulated to each director not more than 5 business days after the meeting and regulation 15 of the Model Articles shall be modified accordingly.
- (h) If a Material Default has occurred and a voting adjustment notice has been given and not cancelled or notice has been given in writing to the Company by the Company's bank pursuant to Article 4.5(d) then, notwithstanding any other provision of these Articles, no meeting of the Board shall be quorate unless the Investor Directors (if appointed) are present in person, and at such meeting:-
 - (i) if the Investor Directors vote at such meeting against any resolution put to that meeting, that resolution shall be deemed not to have been carried notwithstanding that the number of votes cast in its favour exceeds those cast against it and notwithstanding any of the provisions of these Articles or any regulation of the Model Articles to the contrary; and
 - (ii) if the Investor Directors vote at such meeting in favour of any resolution put to that meeting, that resolution shall be deemed to have been carried notwithstanding that the number of votes cast against such resolution exceeds those cast in its favour and notwithstanding any of the provisions of these Articles or any regulation of the Model Articles to the contrary.

16.5 Transactional Conflicts

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

- (i) may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;
 - (ii) may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;
 - (iii) may (and any firm or company of which he is a partner or member or director may) act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;
 - (iv) shall not by reason of his office be accountable to the Company for any benefit which he derives from such office service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and
 - (v) shall, subject to Articles 16.5(b) and 16.6(d), and the terms of any authorisation under Article 16 be entitled to vote and be counted in the quorum on any resolution concerning a matter in which he has direct or indirectly an interest or duty.
- (b) For the purposes of Article 16.5(a):
- (i) a general notice to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;
 - (ii) an interest of which a director is not aware and of which it is unreasonable to expect him to be aware shall not be treated as an interest of his; and
 - (iii) an interest of a person who is for any purpose of the Act (excluding any statutory modification not in force when these Articles were adopted) connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

16.6 Authorisation of Situational Conflicts

- (a) To the fullest extent possible by law and subject to the other provisions of the Articles, for the purposes of section 180(4)(a) of the Act, any director (including an Investor Director) shall be authorised in respect of the Pre-Authorised Situations and each Investor Directors shall be authorised in respect of the Pre-Authorised Investor Director Situations.
- (b) To the fullest extent permitted by law and subject to the other provisions of these Articles, the directors (for the purposes of section 175(4)(b) of the Act) and the Company by ordinary resolution (for the purposes of section 180(4)(a) of the Act) may authorise any Conflict Situation.
- (c) Any authorisation under 16.6(b) shall:

- (i) be subject to Investor Consent (save where the authorisation relates only to the Investor Directors);
 - (ii) be on such terms and conditions as may be set out in such Investor Consent or (if the authorisation relates only to the Investor Directors), as resolved by the Company or the Board (and any such terms and conditions may be revoked or varied by Investor Consent or resolution of the Shareholders or relevant directors as appropriate);
 - (iii) extend to any actual or potential Conflict Situation which may reasonably be expected to arise out of the matters expressly authorised.
- (d) Notwithstanding Articles 16.4(c), 16.4(e) (and without prejudice to Article 17.6(e)(i)), at any meeting of the directors where the authorisation of a Conflict Situation pursuant to Article 16.6(b) is being considered:
 - (i) where the Conflict Situation does not relate to an Investor Director, the quorum shall be two and shall include the Investor Directors;
 - (ii) where the Conflict Situation relates to an Investor Director the quorum shall be two and shall not include any director to whom that Conflict Situation relates but shall include any Chairman of the Board unless he is also so interested; and
 - (iii) any resolution of the directors authorising the Conflict Situation can only be passed where any directors to whom that Conflict Situation relates do not vote or would have been passed without counting the votes of any such interested director who votes.
- (e) Subject to authorisation of a Conflict Situation in accordance with these Articles (including under Article 16.6(a)) and any terms or conditions applying to such authorisation, a director:
 - (i) may count in the quorum for and vote at any meeting (or part of a meeting) of the Board at which the authorised Conflict Situation is considered (and may receive notices of and documents and information relating to such meetings/parts of meetings);
 - (ii) shall not be required to disclose to the Company any confidential information obtained as a result of the authorised Conflict Situation (save where also lawfully obtained as a result of his position as a director of the Company) where do so would result in the director breaching a duty of confidentiality owed as a result of or in relation to the authorised Conflict Situation;
 - (iii) shall not be accountable to the Company for any benefit he (or a person connected with him) derives from any matter relating to the authorised Conflict Situation and any contract or arrangement relating to the Conflict Situation shall not be liable to be avoided on the ground of any such benefit.
- (f) Where proposals concerning the authorisation by the directors of Conflict Situations of two or more directors under Article 16.6(b) are under consideration, such directors' interests may be divided and considered separately for each director and each such director may form part of the quorum and vote in relation to each resolution except any resolution(s) concerning his own Conflict Situation(s) (provided he is not otherwise precluded from voting or forming part of

the quorum).

- (g) Each director shall comply with any obligations imposed on him pursuant to any such authorisation (whether by the directors, the Shareholders or as set out in the relevant Investor Consent).
- (h) For the purposes of this Article 16.6:
 - (i) any reference to a conflict of interest includes a conflict of interest and duty and a conflict of duties;
 - (ii) an interest of a person connected with a director for the purposes of the Act shall be treated as an interest of the director; and
 - (iii) an interest of the appointor of an alternate director shall be treated as an interest of the alternate director (together with any interest which the alternative director has otherwise).

17 Investor directors and observers

- 17.1 Notwithstanding any other provisions of these Articles, the Oakfield Manager (acting on behalf of the Oakfield Investors) shall be entitled to appoint as a director of the Company one person (the "Oakfield Investor Director") and at any time and from time to time to remove from office in like manner each such person so appointed and to appoint another person in their place (such appointment, replacement or removal to have effect otherwise as set out in such notice). The reasonable expenses to be paid to the Oakfield Investor Director shall be payable by the Company.
- 17.2 On any resolution to remove the Oakfield Investor Director, the Oakfield Investors who hold A Ordinary Shares shall together carry at least one vote in excess of 75% of the votes exercisable at the general meeting at which such resolution is proposed.
- 17.3 The Oakfield Manager (acting on behalf of the Oakfield Investors) shall be entitled to appoint one person to attend meetings of the Board or the board of any member of the Group or any committee of the Board or any committee of the board of any member of the Group (the "Oakfield Observer"). The Oakfield Observer shall be entitled to reasonable notice of all such meetings and shall be entitled to speak and receive copies of all board papers as if he were a Director but shall not be entitled to vote thereat.
- 17.4 Notwithstanding any other provisions of these Articles, Carrington shall be entitled to appoint as a director of the Company one person (the "Carrington Investor Director") and at any time and from time to time to remove from office in like manner each such person so appointed and to appoint another person in their place (such appointment, replacement or removal to have effect otherwise as set out in such notice). The reasonable expenses to be paid to the Carrington Investor Director shall be payable by the Company.
- 17.5 On any resolution to remove the Carrington Investor Director, Carrington shall carry at least one vote in excess of 75% of the votes exercisable at the general meeting at which such resolution is proposed.
- 17.6 Carrington shall be entitled to appoint one person to attend meetings of the Board or the board of any member of the Group or any committee of the Board or any committee of the board of any member of the Group (the "Carrington Observer"). The Carrington Observer shall be entitled to reasonable notice of all such meetings and shall be entitled to speak and receive copies of all board papers as if he were a Director but shall not be entitled to vote thereat.

17.7 Notwithstanding any other provisions of these Articles, Stefan Turnbull shall be entitled to appoint as a director of the Company one person (the "ST Investor Director") and at any time and from time to time to remove from office in like manner each such person so appointed and to appoint another person in their place (such appointment, replacement or removal to have effect otherwise as set out in such notice). The reasonable expenses to be paid to the ST Investor Director shall be payable by the Company.

17.8 On any resolution to remove the ST Investor Director, Stefan Turnbull shall carry at least one vote in excess of 75% of the votes exercisable at the general meeting at which such resolution is proposed.

18 Chairman of the board and secretary

18.1 The Investor Directors shall have the right to appoint the Chairman, remove such person and appoint replacements.

18.2 The Board (with Investor Consent) shall have the right at any time and from time to time to appoint one of the directors of the Company or any other person as secretary of the Company and shall have the right to remove from the office of secretary of the Company any person appointed by it pursuant to this Article and to appoint another director or other person in his place (such appointment or removal to have effect as otherwise set out in such notice).

19 Dividends

19.1 Regulations 30(1) to 30(4) (inclusive) of the Model Articles shall be subject to Article 4.1 (and regulations 30(5) to 30(7) shall be disappplied).

19.2 Except as otherwise provided by the rights attached to Shares, all dividends shall be declared and paid according to the amounts paid up on the Shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the Shares during any portion or portions of the period in respect of which the dividend is paid; but, if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.

20 Means of communication to be used

20.1 Any notice to be given to or by any person pursuant to the Articles (other than a notice calling a meeting of directors) shall be in writing to an address for the time being notified for that purpose to the person giving the notice.

20.2 The Company may give any notice to a Shareholder either by hand or by sending it by post in a prepaid envelope addressed to the Shareholder at his registered address or by leaving it at that address or by sending by electronic means to an address for the time being notified by the Shareholder to the Company for the purpose of sending communications by electronic means. In the case of joint holders of a Share, all notices shall be given to the joint holder whose name appears first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders.

20.3 A Shareholder present, either in person or by proxy, at any meeting of the Company or of the holders of any class of Shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

20.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted in accordance with the Articles shall be conclusive evidence that that the notice was given. Proof that a notice given by electronic means was properly addressed in accordance with

the Articles shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice given by electronic means, at the expiration of 24 hours after the time it was sent. For the purposes of this Article no account shall be taken of any day or any part of a day that is not a business day.

21 Directors indemnities and insurance

21.1 Subject to Article 21.2, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled:-

(a) each relevant officer may be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a Relevant Officer:-

(i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and

(ii) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

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 any associated company's) affairs; and

(b) 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 21.1(a) and otherwise may take any action to enable any such Relevant Officer to avoid incurring such expenditure.

21.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

21.3 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.