

Company number: 09593707

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS

- of -

DLX TOPCO LIMITED (the "Company")

Passed on 27 July 2015

Pursuant to chapter 2 of part 13 of the Companies Act 2006 (the "**2006 Act**"), the following resolutions were passed as special resolutions and an ordinary resolution (as indicated) (the "**Resolutions**")

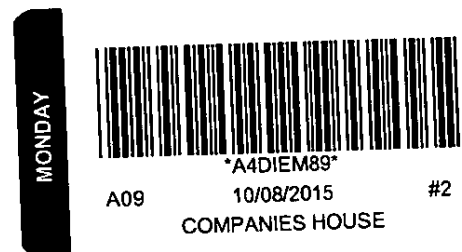
SPECIAL RESOLUTIONS

- 1 **THAT** the articles of association contained in the document attached to these Resolutions (the "**New Articles**") be approved and adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company
- 2 **THAT** the directors be generally empowered pursuant to section 570 of the 2006 Act to allot equity securities wholly for cash pursuant to the authority conferred by the New Articles as if section 561 of the 2006 Act and, subject to the passing of Resolution 1, any rights of pre-emption (however expressed) contained in the New Articles did not apply to any such allotment (the expression "equity securities" and references to the allotment of "equity securities" bearing the same respective meanings in this resolution as in section 560 of the 2006 Act)

ORDINARY RESOLUTION

- 3 **THAT**, subject to the passing of Resolution 1 above, the 1 existing ordinary share of £1 00 in the capital of the Company be sub-divided and redesignated into 10 A ordinary shares of £0 10 each in the capital of the Company, having the rights and being subject to the restrictions set out in the New Articles


Director



Company number: 09593707

The Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

DLX TOPCO LIMITED

(Adopted by special resolution passed on
27 July 2015)

TAYLOR WESSING LLP
5 New Street Square
London EC4A 3TW

Company number: 09593707

The Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

DLX TOPCO LIMITED

(the "Company")

(Adopted by special resolution passed on 27 July 2015)

1. Preliminary

- 1.1 Except as otherwise provided in these articles the articles contained in the Model Articles shall constitute the articles of the Company. In the case of any inconsistency between these articles and the articles of the Model Articles, the provisions of these articles shall prevail.
- 1.2 Articles 8(2), 9(4), 10(3), 11(2), 12, 13, 14, 17(2), 17(3), 19, 21, 26(5), 27, 28, 29, 30(5) to (7) (inclusive), 44(4), 51, 52 and 53 of the Model Articles shall not apply to the Company.

2 Definitions and interpretation

- 2.1 In these articles the following words and expressions shall (except where the context otherwise requires) have the following meanings

"A2 Loan Note Restriction" means the restriction that for so long as any amount of principal or interest remains outstanding in respect of the A2 Loan Notes, no Participating Dividend shall be paid in cash and the right thereto shall instead compound pursuant to article 5.7 until the A2 Loan Note Restriction ceases to apply,

"A2 Loan Notes" means the tranche of A2 Loan Notes having an aggregate nominal amount of £500,000 to which an interest rate of 7 per cent per annum applies in accordance with the A Loan Note Instrument,

"Accepting Shareholders" has the meaning set out in article 17.2,

"Accounts" means audited accounts of the Company or (as the case may be) audited consolidated accounts of the Group,

"Acquisition" means as regards a Share, the acquisition of that share by its holder through issue of the Share to that holder or (if the Board so agrees in respect of that share) by way of its subsequent transfer and references to any person **"Acquiring"** or who **"Acquires"** or **"Acquired"** a Share shall be construed accordingly,

"Act" means the Companies Act 2006 including any statutory modification or re-enactment thereof from time to time in force,

"Acting in Concert" has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time),

"Adoption Date" means the date referred to above for the adoption of these articles,

"Alcuin" means Alcuin Capital Partners LLP, a limited liability partnership incorporated in England and Wales with company number OC331090 whose registered address is 35 New Bridge Street, London EC4V 6BW,

"Alcuin Fund" has the meaning set out in the Investment Agreement,

"Alcuin Manager" means Alcuin, being the manager or representative of the Alcuin Fund or any successor manager or adviser to the Alcuin Fund,

"A Loan Note Instrument" means the loan note instrument dated with the Adoption Date constituting the A Loan Notes created by Bidco,

"A Loan Notes" means the £4,050,000 secured loan notes 2021 of Bidco constituted on the terms of the A Loan Note Instrument, together with any additional PIK Notes issued by Bidco in satisfaction of accrued interest,

"Annual Budget" has the meaning set out in the Investment Agreement,

"A Ordinary Shares" means the A ordinary shares of £0 10 each in the capital of the Company having the rights set out in these articles,

"Associate" means in relation to a person

- (a) a person who is his associate and the question of whether a person is an associate of another shall be determined in accordance with section 435 of the Insolvency Act 1986, and (whether or not an associate as so defined), and
- (b) any Group Undertaking of that person,

"Auditors" means the auditors of the Company from time to time,

"Available Profits" means profits available for distribution within the meaning given in Part 23 of the Act,

"B Ordinary Shares" means the B ordinary shares of £0 10 each in the capital of the Company having the rights set out in these articles,

"Bad Leaver" means any Leaver who is not a Very Bad Leaver or a Good Leaver,

"Banking Covenant Breach" has the meaning set out in the Investment Agreement,

"Bidco" means DLX Bidco Limited (company number 09593961) whose registered office is at 5 New Street Square, London EC4A 3TW, being a wholly owned subsidiary of the Company,

"B Loan Note Instrument" means the loan note instrument dated with the Adoption Date constituting the B Loan Notes created by Bidco and executed at Completion,

"B Loan Notes" means the £125,000 7% unsecured subordinated loan notes of Bidco constituted by Bidco on the terms of the B Loan Note Instrument, together with any additional PIK Notes issued by Bidco in satisfaction of accrued interest,

"Board" means the board of directors of the Company from time to time,

"Body Corporate" has the meaning given in section 1173(1) of the Act,

"Bonus Shares" has the meaning set out in article 8 1(a),

"Business Day" means any day other than a Saturday or Sunday or a public holiday in England,

"Cap" and **"Capping"** **"Capped"** **"Capped Share"** and **"Capped Amount"** shall be construed in accordance with articles 4 4 to 4 10 and references to a share being **"Uncapped"** shall be construed accordingly,

"Capping Notice" means a notice served on a Leaver pursuant to article 14 9 pursuant to which the Leaver's Shares (or any of them) are Capped,

"C Ordinary Shares" means the C ordinary shares of £0 10 each in the capital of the Company having the rights set out in these articles,

"Co-Investment Scheme" has the meaning set out in article 13 1(c)(v),

"Collective Investment Scheme" has the meaning set out in section 235 of FSMA,

"Compulsory Transfer" means any transfer of Shares required pursuant to article 14,

"Connected" has, for the purposes of article 25 only, the meaning given in article 25 12(b) and has, for all other purposes in these articles, the meaning given in sections 1122 and 1123 of the Corporation Tax Act 2010,

"Deed of Adherence" has the meaning set out in the Investment Agreement,

"Default Event" means any Financial Default Event and/or any of the following

- (a) any of
 - (i) the following special rights or privileges or attaching to any Investor Shares in these articles
 - (A) rights arising under article 5 (Income),
 - (B) rights arising under 6 (Return of capital and Exit Events),
 - (C) the class rights referred to in article 9 (Variation of rights), in particular, the rights referred to in articles 9 2 and 9 6,
 - (D) rights arising under article 10 (Default Events),
 - (E) rights arising under article 11 (Pre-emption on new issues),
 - (F) any right under these articles granted to the holders of the A Ordinary Shares to require (whether through Investor Direction or otherwise) any matter to be done or not to be done,

- (G) any right under these articles to give or withhold from giving any consent (including an Investor Consent and/or an Investor Director consent) in relation to any matter without which such matter is not to be done,
- (H) rights arising under article 14 (Compulsory transfers and the alternative of Capping Shares),
- (I) rights arising under articles 17 (Drag Along) and 18 (Drag along and compulsory voting on a Listing),
- (J) rights arising under article 21 (Appointment, removal and retirement of Directors),
- (K) rights arising under article 23 (Proceedings of Directors),
- (L) rights arising under article 24 (Quorum and voting), and
- (M) rights arising under 26 (Proceedings of Shareholders and Written Resolutions),
- (ii) the terms of any Investor Consent given under any of these articles or the Investment Agreement, and/or
- (iii) any restricted matter under the Investment Agreement requiring the consent of the Investors or any Investor Director,

having been breached and (if remediable) not remedied in all material respects, within 10 Business Day of written notice from any Investor or Investor Director requiring it to be remedied, to the reasonable satisfaction of an Investor Majority (acting reasonably and without unreasonable delay),

- (b) the Company or any other party (not being an Investor) to the Investment Agreement is in material breach of any of its or his material obligations assumed under or pursuant to the following clauses of the Investment Agreement
 - (i) clause 5 (Undertakings as to conduct of business),
 - (ii) clause 6 (Information obligations) and clause 7 7,
 - (iii) clause 10 (Board proceedings),
 - (iv) clause 13 (Compliance undertakings),
 - (v) clause 14 (Manager Undertakings and Acknowledgements),
 - (vi) clause 15 (Equity Covenants),
 - (vii) clause 16 (Anti-corruption),
 - (viii) clause 19 (Exits and Refinancing),
 - (ix) clause 21 (Assignment and New Shareholders and Loan Noteholders),
 - (x) clause 24 (Disposal of Shares and Loan Notes by Rolling Vendors and Managers, including upon becoming Leavers),

(xi) clause 29 (ERISA),

and (if remediable) has not remedied the breach in all material respects, within 10 Business Day of written notice from any Investor or Investor Director requiring it to be remedied, to the reasonable satisfaction of an Investor Director or an Investor Majority (acting reasonably and without unreasonable delay),

(c) the failure (whilst continuing) of any member of the Group to supply to the Investors or any Investor Director or any of them of any information as and when required to be supplied to them or any of them under the Investment Agreement or these articles where that failure has continued

(ii) for more than 10 Business Days after written notice from any of them to the Company specifying the information concerned and requiring the failure to be remedied, or

(iii) for more than 24 hours from service of such a written notice as set out above where the request states that the person requesting the information requires it because of his or its reasonable grounds to suspect that a Financial Default Event has arisen or is about to arise and the information is required to verify whether or not that is the case, or

(d) circumstances where two of the Key Senior Executives (or, in each case, a replacement for him) have become Leavers, and they have not been replaced by persons approved by Investor Consent (acting reasonably and without reasonable delay) within 120 days after the Leaver concerned ceased to be an employee or director of, or consultant to, any member of the Group

For these purposes

- the term "Leaver" shall be deemed to include any of the persons mentioned above in this paragraph (d) who does not hold any Shares but who would be a Leaver if he had held any Shares, and
- a Leaver shall not be deemed to have been "replaced" within the 120 day period unless his replacement has entered into a service agreement to commence employment with a Group Company, and

(e) any matter has been deemed to constitute a Default Event under the Investment Agreement,

"Default Period" means any period in which a Default Event is continuing,

"Defaulting Shareholder" has the meaning set out in article 16 1,

"Deferred Shares" means Deferred Shares in the Company having the rights set out in article 4 18,

"Directors" means the directors of the Company from time to time,

"Disposal" means the sale of all or substantially all of the business and assets of the Company to one or more buyers whether through a single transaction or a series of transactions,

"Electronic Address" has the meaning given in section 333(4) of the Act,

"Electronic Form" and **"Electronic Means"** have the meanings given in section 1168 of the Act,

"Eligible Director" means a Director who would be entitled to vote on a matter had it been proposed as a resolution at a meeting of the Directors,

"Eligible Shares" means Full Equity Shares and any shares issued in accordance with the requirements of article 11 after the Adoption Date which are designated by the Board acting with Investor Consent as Eligible Shares,

"Employee Shareholder" shall have the meaning given to that term in section 205(A) of the Employment Rights Act 1996, as amended,

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

"Equity Covenants" has the meaning set out in the Investment Agreement,

"Excess Shares" has the meaning set out in article 11 2,

"Exit Date" means the date upon which a Listing becomes effective or a Sale or Disposal is completed or a Liquidation or other return of capital is concluded, whichever is the soonest to occur,

"Exit Event" means the occurrence of a Listing or the completion of a Sale or Disposal or the occurrence of a Liquidation or other return of capital, whichever is the soonest to occur,

"Exit Proceeds" means

- (a) on a Listing, the aggregate market value of all the issued ordinary shares allotted or in issue immediately upon the Listing becoming effective, as conclusively certified (at the cost to the Company) by the sponsoring broker
 - (i) assuming that there have been exercised in full all rights of any person to call for the allotment or issue of any ordinary shares,
 - (ii) excluding any new shares, options or other rights to subscribe for ordinary shares which are to be or have been newly subscribed in order to raise additional capital as part of the Listing, and
 - (iii) determined by reference to the price at which the ordinary shares the subject of the Listing are to be issued or (as appropriate) placed or, in the case of an offer for sale by tender, by reference to the applicable striking price, as part of the Listing,

less the reasonable costs and expenses payable by any of the Shareholders which are agreed by the Board with Investor Consent as attributable to the Listing,

- (b) on a Sale, the net aggregate price or value of the consideration to be paid in cash for all the issued Shares and after taking into account
 - (i) the costs and expenses payable by any of the Shareholders attributable to the Sale as agreed by the Board with Investor Consent,

- (ii) to the extent required under the terms of the Sale, any amount to be applied in the discharge of any bank indebtedness (or other indebtedness in the nature of borrowings) of the Company or the Group (inclusive of any break fees, costs or other penalties relating to such discharge),
 - (iii) the value of any other consideration (in cash or otherwise) received by the Shareholders which can reasonably be regarded as in addition to the price paid or payable in respect of the Sale (and paid on or prior to completion of the Sale and including for the avoidance of doubt any pre-sale dividends paid to the Shareholders), and
 - (iv) the amount paid by the Company or the relevant purchaser on behalf of the Company at the time of the Sale in redeeming or otherwise repaying or acquiring the Loan Notes,
- (c) on a Disposal, a sum equal to the total amount that would be available for distribution in cash amongst or to be receivable by the Shareholders if a Liquidation occurred immediately following the Disposal, and
- (d) on a Liquidation or other return of capital or assets, a sum equal to the total amount that is available for distribution amongst the Shareholders,

"Expert" has the meaning set out in the Investment Agreement,

"Fair Price" has the meaning set out in article 14 6,

"Finance Documents" has the meaning set out in the Investment Agreement,

"Financial Default Event" means any of the following

- (a) the occurrence of a Banking Covenant Breach,
- (b) the occurrence of an Insolvency Event,
- (c) an event of default (by whatever name called) is outstanding for the purposes of any Loan Notes, Finance Documents or any other borrowings or financial facilities of the Group aggregating at least £20,000, which has not been remedied or any other event has occurred or circumstances subsist which (with the giving of notice, passing of time or otherwise) would be such an event of default,
- (d) the Company or Group is not in compliance with the Equity Covenants referred to in the Investment Agreement,
- (e) any Participating Dividend is in arrears for more than sixty days, and
- (f) any other events or circumstances have occurred or arisen which an Investor Majority reasonably believes
 - (i) will or may result in a Banking Covenant Breach,
 - (ii) will or may result in the occurrence of an Insolvency Event, or
 - (iii) to have had or will or may result in a material adverse effect on the business or financial position or prospects of the Group,

"Financing Restriction" means

- (a) the restriction that (except to the extent otherwise agreed by Investor Consent) no repurchase or redemption or payment of any dividend or other sums on or in respect of any shares in the Company or any member of the Group shall be made whilst any sums which have fallen due for payment on or in respect of any Loan Notes remain unpaid or whilst any Event of Default for the purposes of any Loan Notes is continuing, and
- (b) any provision of the Finance Documents which prohibits or restricts the repurchase or redemption of any shares or loan notes in or issued by the Company or any member of the Group or payment of dividends, interest or other sums on them without the consent of the lender(s) (or lender(s)' agent) under the Finance Documents,

"Financial Default Period" means any period in which a Financial Default Event is continuing,

"Financial Year" means a financial year within the meaning of section 390 of the Act,

"FSMA" means the Financial Services and Markets Act 2000 including any statutory modification or re-enactment from time to time in force,

"Full Equity Shares" means

- (a) the A Ordinary Shares, and
- (b) all other Ordinary Shares which are not Capped and which are not C Ordinary Shares,

"Fund" has the meaning set out in the Investment Agreement,

"Fund Manager" means a person whose principal business is to make, manage or advise upon investments in securities,

"Good Leaver" means

- (a) a Relevant Executive who
 - (i) shall be deemed to be a good leaver by an Investor Direction, or
 - (ii) ceases to be an employee and/or a director and/or a consultant of the relevant Group Company as a consequence of
 - (A) his death,
 - (B) his permanent severe ill health or permanent disability, in each case, as verified by a doctor appointed by the Company (whose identity shall have been approved by an Investor Direction (such approval not to be unreasonably withheld or delayed)) which renders the Relevant Executive incapable of continued full time employment in his current position except in any case where the abuse of alcohol or drugs has been a significant factor in bringing about such incapacity (as reasonably concluded by the Board in light of the report of the doctor referred to above), or
 - (C) a requirement (having regard to all relevant circumstances) to cease work in order to care for a spouse or civil partner or child who because of ill health or disability requires constant care

and attention, as verified by a doctor appointed by the Company (whose identity shall have been approved by an Investor Direction (such approval not to be unreasonably withheld or delayed)) , or

- (D) his retirement in accordance with the terms of his contract of employment, or
- (E) his redundancy, or
- (iii) ceases to be an employee in circumstances which clearly constitute wrongful dismissal (excluding, however, circumstances which constitute or may constitute constructive dismissal),
- (b) any Leaver being required to transfer his or her Leaver Shares by reason of or as a consequence of a Relevant Executive being (or being deemed to be) a Good Leaver,

"Good Leaver Sale Price" as defined in article 14 4,

"Group Company" means the Company and any other company (or other entity) which is a Subsidiary Undertaking of the Company from time to time (and **"Group"** shall be construed accordingly),

"Group Undertaking" has the meaning given in section 1161 of the Act,

"Hard Copy Form" has the meaning given in section 1168(2) of the Act,

"Hurdle Amount" means that financial amount which shall on their Acquisition be prescribed by the Board (with Investor Consent) as the Hurdle Amount for that series of C Ordinary Shares, and which shall be

- (a) confirmed in writing for this purpose by the Company at the time of Acquisition to the holder(s) of such Shares,
- (b) recorded on the relevant share certificates for the shares concerned as being the Hurdle Amount for that series of shares, and
- (c) recorded in the register of allotments and/or members against the series concerned as being the Hurdle Amount for those shares,

"Independent Expert" means an independent firm of chartered accountants of repute (acting as an expert and not as an arbitrator) nominated by the parties concerned and including any person (if required) appointed in accordance with these articles, including under article 15 9,

"Insolvency Event" means any of the following events

- (a) the Company (or any Group Company) ceasing or threatening to cease to carry on business or being deemed to be unable to pay its debts within the meaning of any of paragraphs (a) to (e) of section 123(1) or section 123(2) Insolvency Act 1986 or admitting that it is unable to pay its debts as they fall due,
- (b) an arrangement or composition with or for the benefit of the Company's (or any Group Company's) creditors (including a voluntary arrangement as defined in the Insolvency Act 1986) being entered into or proposed by or in relation to the Company (or any Group Company),

- (c) a moratorium coming into force in respect of that person in accordance with paragraph 8 1 of Schedule A1 to the Insolvency Act 1986,
- (d) a receiver, administrative receiver taking possession of or being appointed over or a mortgagee, chargee or other encumbrancer taking possession of the whole or any material part of the assets of the Company (or any Group Company),
- (e) any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of, the assets of the Company (or of any Group Company),
- (f) the Company or the Board (or, as the case may be, the relevant Group Company or its board of directors) or the holder of a qualifying floating charge (as defined in Schedule B1 to the Insolvency Act 1986) over the assets of the relevant Group Company giving notice of its or their intention to appoint an administrator in accordance with paragraphs 18 or 26 of Schedule B1 to the Insolvency Act 1986,
- (g) the Company or the Board (or, as the case may be, the relevant Group Company or its board of directors) or any creditors of the Company (or a Group Company) or the holder of a qualifying floating charge (as defined above) making an application to the court for the appointment of an administrator,
- (h) an administrator being appointed of the Company (or a Group Company) under paragraphs 14 or 22 of Schedule B1 to the Insolvency Act 1986 or otherwise,
- (i) a petition being advertised or a resolution being passed or an order being made for the administration or the winding-up or dissolution of the Company (or of any Group Company) or the Company (or any Group Company) being struck off the register of companies, or
- (j) the happening in relation to any Group Company of any analogous event in any other applicable jurisdiction,

"Institutional Investor" means any financial institution designated by HM Revenue and Customs as a bank pursuant to section 1120 of the Corporation Tax Act 2010, or any member (or person represented, managed or advised by any member) of the British Private Equity and Venture Capital Association,

"Interest Rate" means the base rate of interest of Barclays Bank plc for monthly deposits of an amount equal to that to which the Interest Rate is to be applied,

"Investment Agreement" means the investment agreement in relation to the Company dated the same date as the Adoption Date and made between (1) the Company, (2) DLX Bidco Limited, (3) the Original Managers (as defined therein), (4) the Rolling Vendors (as defined therein), (5) the Alcuin Fund (as defined therein) and (6) Alcuin, including any supplemental agreement, amendment or variation,

"Investor Associate" has the meaning set out in the Investment Agreement,

"Investor Consent" or **"Investor Direction"** has the meaning set out in the Investment Agreement,

"Investor Director" has the meaning set out in the Investment Agreement,

"Investor Fund Manager" means a Fund Manager who manages or advises an Investor,

"Investor Majority" has the meaning set out in the Investment Agreement,

"Investors" has the meaning set out in the Investment Agreement and **"Investor"** shall be construed accordingly,

"Issue Price" means (subject to article 15 6) the price per Share at which the relevant Share is issued (being the aggregate of the amount paid up or credited as paid up in respect of the nominal value of such Share and any share premium on such Share),

"Key Senior Executive" means any of

- (a) Robert Shepherd,
- (b) Stephen McKenna, and/or
- (c) any other such person or persons as may be nominated as such by an Investor Majority in writing to the Company at any time and from time to time,

"Leaver" means

- (a) any Shareholder who ceases to be a Relevant Executive,
- (b) any Shareholder (other than an Investor or Investor Associate) being a Permitted Transferee of a Relevant Executive who ceases to be a Relevant Executive (including any such Permitted Transferee from a Relevant Executive by way of one or more intermediate transfers),
- (c) any Shareholder (other than an Investor or Investor Associate) holding Shares as a result of a transfer made after the Adoption Date by a person in relation to whom such Shareholder was a Permitted Transferee but who ceases to be a Permitted Transferee in relation to such person, including without limitation any Shareholder who ceases to be the spouse or civil partner of a Relevant Executive,
- (d) any person (other than an Investor or Investor Associate) who becomes entitled to any Shares
 - (i) on the death of a Shareholder,
 - (ii) on the bankruptcy of a Shareholder who is an individual,
 - (iii) on the receivership, administrative receivership, administration, liquidation or other arrangement for the winding-up (whether solvent or insolvent) or dissolution of a Shareholder which is a company or limited partnership or limited liability partnership, or
 - (iv) on the exercise of an option after giving, or being given, notice under his employment contract such that he will cease to be a Relevant Executive or after otherwise ceasing to be a Relevant Executive,
- (e) any Shareholder holding Shares as a nominee for, or which is a Family Trust in relation to, any person who, having been a Relevant Executive, otherwise ceases to be a Relevant Executive, and

for the purposes of this definition, reference to a person who ceases to be a Relevant Executive shall include a person who is a Relevant Executive and whose Leaving Date is deemed, by reason of an Investor Direction, to fall within either of paragraph (a) or

(b) of the definition of Leaving Date notwithstanding the fact that his employment has not yet ceased,

"Leaver Sale Notice" has the meaning set out in article 14 2,

"Leaver Sale Price" means the price payable for the relevant Leaver Shares as calculated in accordance with article 14 4,

"Leaver Shares" has the meaning set out in article 14 2,

"Leaving Date" means the date on which the relevant person becomes a Leaver, provided always that

- (a) where a Relevant Executive ceases to be an employee and/or (having regard to the provisions of article 2 5) director in circumstances where he has served notice on a Group Company or a Group Company has served notice on him terminating his employment, then, if an Investor Direction is given to the Company to such effect, the relevant Leaving Date shall be deemed to be the date of service of such notice, and
- (b) if an Investor Direction is given to the Company to such effect, the relevant Leaving Date shall be deemed to be the commencement by the Relevant Executive of any period of garden leave under his service agreement with the relevant Group Company,

and in each of the circumstances specified in paragraphs (a) and (b) of this definition, the Relevant Executive shall be deemed to be a Leaver with effect from such deemed Leaving Date,

"Liquidation" means the passing of a resolution for the winding up of the Company or of any Group Company (as appropriate),

"Listing" means the admission of any class of the issued share capital of the Company (or any holding company of the Company) to the Official List of the UK Listing Authority and to trading on the London Stock Exchange plc's market for listed securities or to trading on the AIM market operated by the London Stock Exchange plc or to any other recognised investment exchange (as defined in section 285 of FSMA),

"Loan Note Instruments" means, together, the A Loan Note Instrument and the B Loan Note Instrument and reference to any **"Loan Note Instrument"** shall be to either of them, as applicable,

"Loan Notes", together, the A Loan Notes and the B Loan Notes,

"Majority" means as regards members of a class or classes of shares, a majority by reference to the number of shares of that class or classes held and not by reference to the number of members holding shares of that class or classes,

"Management Accounts" means management accounts of the Company or (as the case may be) Group prepared in accordance with the requirements of the Investment Agreement,

"Managers" means the persons whose names and addresses are set out in schedule 2 to the Investment Agreement and anyone who is named as a Manager in a Deed of Adherence,

"Managers' Pool" has the meaning set out in the Investment Agreement,

"Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the Adoption Date,

"Net Profit" shall mean the aggregate profit of the Company (or where it has subsidiary undertakings) aggregate consolidated profit of the Group as disclosed (rounded down to the nearest pound) by the Accounts of the Company or Group (as appropriate) for the relevant Participating Dividend Financial Year (or part of it)

- (a) after making provision or reserve for or in respect of corporation tax (or any other tax levied upon or measured by reference to profits or gains) on the profits of the Company or (as appropriate) Group in the financial year or period in question,
- (b) before any provision or reserve shall have been made for or in respect of payment of any dividends or any transfer of any sum to reserves,
- (c) before writing off any amount in respect of goodwill or other intangible assets,
- (d) after adding back any expenditure treated as an exceptional item, and
- (e) disregarding any profits or losses of a capital nature,

as that Net Profit is reported to the Company and the members by the Auditors acting as experts not as arbitrators such report to be procured by the Company with all due expedition and at its expense,

"Office" means the registered office of the Company from time to time,

"Offeror" has the meaning set out in article 17 1,

"Ordinary Shares" means together the A Ordinary Shares, the B Ordinary Shares and the C Ordinary Shares,

"Original A Ordinary Shares" means the 99,800 A Ordinary Shares in issue immediately following completion of the Investment Agreement,

"Other Shareholders" has the meaning set out in article 17 2 or article 18 1, as applicable,

"Other Shares" has the meaning given in article 9 6,

"Parent Undertaking" has the meaning set out in section 1162 of the Act,

"Participating Dividend" shall have the meaning provided in article 5 1,

"Participating Dividend Financial Year" shall have the meaning provided in article 5 2(a),

"Permitted Investor Transfer" means a transfer of Investor Shares, or any interest therein, permitted pursuant to these articles,

"Permitted Transfer" has the meaning set out in article 12 3(a),

"Permitted Transferee" means a person to whom Shares are permitted to be transferred as a result of a Permitted Transfer,

"Person(s) Entitled" has the meaning set out in article 8 1 and **"Person Entitled"** shall be construed accordingly,

"PIK Notes" means any "payment in kind" loan notes issued in lieu of any interest otherwise payable in cash in respect of any Loan Notes,

"Primary Holder" has the meaning set out in article 27 9,

"Proposed Purchaser" has the meaning set out in article 19 1,

"Proposed Sale" has the meaning set out in article 19 1,

"Proposed Sale Notice" has the meaning set out in article 19 1,

"Proposed Sellers" has the meaning set out in article 19 1,

"Qualifying Person" has the meaning given in section 318(3) of the Act,

"Qualifying Offer" has the meaning set out in article 17 1,

"Relevant Date" has the meaning set out in the Investment Agreement,

"Relevant Default Shares" has the meaning set out in article 16 3,

"Relevant Executive" means any person who is (or has been) a Shareholder and is

- (a) an employee of any Group Company,
- (b) a director of any Group Company (not being an Investor Director or any director appointed or holding office solely as a result of any express right to be appointed as a director of the Company and/or any other Group Company under the Investment Agreement and/or these articles), and/or
- (c) a consultant to any Group Company,

"Relevant Equity Shares" means the total number of Ordinary Shares in issue (excluding any Treasury Shares),

"Relevant Securities" has the meaning set out in article 11 2,

"Remuneration Committee" has the meaning set out in the Investment Agreement,

"Restricted Business" has the meaning set out in the Investment Agreement,

"Sale" means the sale or transfer of any Ordinary Shares (excluding any acquisition of Shares by way of a Permitted Investor Transfer) constituting at least 75 per cent of the issued Ordinary Shares of the Company to one or more buyers whether through a single transaction or a series of transactions,

"Shareholder" means a holder of any Share from time to time (but excludes the Company holding Treasury Shares from time to time),

"Shares" means (unless the context otherwise requires) any shares in the capital of the Company (of whatever class) and **"Share"** shall be construed accordingly,

"Start Date" means

- (a) the Adoption Date, or
- (b) in the case of a Shareholder who was not a Shareholder as at the Adoption Date and who first acquires Shares after the Adoption Date, the date of acquisition of such Shares,

"Subscription Rights" means any rights (whether under options, warrants on conversion of any indebtedness or otherwise) to call for the allotment or issue of any shares in the Company,

"Subsidiary Undertaking" has the meaning set out in section 1162 of the Act,

"Tag Seller" has the meaning set out in article 19 3,

"Time Condition" means any condition or conditions imposed by the Board (with Investor Consent) in relation to a share on its Acquisition which make the right of that share to participate under article 6 conditional on the person Acquiring that share holding and/or not becoming a Leaver for a designated future period of time,

"Treasury Shares" means Shares held by the Company as treasury shares within the meaning set out in section 724(5) of the Act,

"Very Bad Leaver" means a Leaver (including, for the avoidance of doubt, a Shareholder who is a Permitted Transferee (whether direct or via one or more intermediate transfers) of a Relevant Executive) where such Leaver (or Relevant Executive) ceases to be a Relevant Executive as a consequence of him

- (a) having committed any act of fraud or dishonesty (including without limitation, theft or attempted theft or property or acceptance of or offering of bribes),
- (b) having committed an act or acts of gross misconduct, and
- (c) having otherwise done or omitted to have done any thing or things entitling his employing Group Company to terminate his employment summarily (whether pursuant to his employment agreement or otherwise),

"Vest" means in the context of the Time Conditions of a share, that its Time Conditions have been satisfied through the passing of the requisite Vesting Period and references to **"Vested Shares"** shall be construed accordingly,

"Vesting Period" means the period in which a share must continue to be held by the holder concerned or the period of continuity as a Relevant Executive to satisfy its Time Condition, and

"Warranties" has the meaning set out in the Investment Agreement

2.2 In these articles

- (a) headings are used for convenience only and shall not affect the construction of these articles,
- (b) reference to **"issued Shares"** of any class or Shares of any class **"in issue"** shall exclude any Shares of that class held as Treasury Shares from time to time, unless stated otherwise,

- (c) reference to the "**holders**" of a class of Share shall exclude the Company holding Shares of that class as Treasury Shares from time to time, unless stated otherwise,
 - (d) words and expressions defined in the Model Articles (or, in the absence of such definition in the Model Articles, in the Act as at the Adoption Date) shall have the same meanings in these articles unless stated otherwise or the context otherwise requires,
 - (e) reference to the singular includes the plural and vice versa and reference to any gender includes other genders, and
 - (f) references to "**and/or**" (including without limitation in the definition of "Relevant Executive") shall be construed disjunctively
- 2 3 A special resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provision of these articles or the Act
- 2 4 In these articles, references to a "**transfer**" of a Share or of an interest in a Share will be deemed to include (without limitation)
- (a) the transfer, sale or disposition of a legal, beneficial or other interest in such Share or in the economic or voting rights attaching to it,
 - (b) the creation of a trust, encumbrance or other third party right over such Share or the economic rights attaching to it, and/or
 - (c) the granting of any actual, conditional or contingent right to acquire such Share or the economic or voting rights attaching to it,
- in any case, whether or not
- (i) by the registered holder thereof,
 - (ii) for consideration, or
 - (iii) effected by instrument in writing
- 2 5 Any person who would, were it not for any entrenched right to be appointed and hold office as a director of the Company and/or any Group Company provided in these articles or the Investment Agreement, be treated as a Leaver (whether a Good Leaver, Bad Leaver or Very Bad Leaver) shall nevertheless be treated as a Leaver and the provisions of these articles shall have effect as if he or such other person did not hold such directorship
- 2 6 These articles are subject to the terms of any intercreditor deed that forms part of the Finance Documents. If there is any conflict between the provisions of these articles and such intercreditor deed, such intercreditor deed shall prevail

3. Shares

- 3 1 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, subject to Investor Consent, 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 Shareholders, 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.

- 3.2 When the Company sub-divides or consolidates all or any of its Shares, the Company may, subject to the Act and to these articles, by ordinary resolution determine that, as between the Shares resulting from the sub-division or consolidation, any of them may have any preference or advantage or be subject to any restriction as compared with the others.
- 3.3 The Company may at any time, subject to the Act and to these articles (including, without limitation, Investor Consent), by ordinary resolution re-classify or convert any Share into a Share of a different class and the resolution may authorise the exercise of this power on more than one occasion, at a specified time or in specified circumstances. However, without the need for any such resolution (and pursuant to the authority provided in this article 3.3), upon the transfer of any Shares which are not A Ordinary Shares to the holder of any A Ordinary Shares (if and to the extent required by Investor Direction given to the Company at any time before the registration of such transfer is perfected but not otherwise)
- (a) the Shares so transferred or any of them (as specified in the Investor Direction) shall automatically upon registration of such transfer convert into and be redesignated as A Ordinary Shares, and/or
 - (b) where the Shares so transferred are C Ordinary Shares, they or any of them (as specified in the Investor Direction) shall automatically upon registration of such transfer convert into and be redesignated as Deferred Shares, and/or
 - (c) if the Shares have been Capped or made subject to any Hurdle Amount, they shall become Uncapped and the Hurdle Amount provisions applicable thereto shall cease automatically upon the registration of the transfer of the relevant Shares.
- 3.4 Subject to Investor Consent, the Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder.
- 3.5 Subject to Investor Consent and the Act, the Company may purchase its own Shares with cash to the extent permitted by section 692(1)(b) of the Act (as amended from time to time).
- 3.6 A Shareholder exercising the right to be issued with a replacement certificate under article 25(1) of the Model Articles
- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates,
 - (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced, and
 - (c) must comply with such conditions as to evidence, indemnity and the payment of the expenses reasonably incurred by the Company in investigating evidence as the Directors may determine.
- 3.7 Paragraph (c) of article 24(2) of the Model Articles shall be amended by the replacement of the words "that the shares are fully paid, and" with the words "the amount paid up on them, and"

- 3 8 A certificate shall specify the number and class and nominal value and the distinguishing numbers (if any) of the shares in respect of which it is issued and if relevant, its series and Hurdle Amount and Time Condition, and whether or not the shares are fully paid and/or Capped Shares

4. Share rights, Capped Shares, Hurdle Shares and Time Conditions

Share rights – General

- 4 1 The A Ordinary Shares, the B Ordinary Shares and the C Ordinary Shares shall be separate classes of Shares but, except where otherwise expressly provided in these articles, they shall carry the same rights to income, capital and voting and be subject to the same restrictions and rank *pari passu* in all respects. Deferred Shares shall have the rights set out in article 4 18
- 4 2 For the avoidance of doubt, the Company shall not exercise any right in respect of any Treasury Shares, including without limitation any right to
- (a) receive notice of or to attend or vote at any general meeting of the Company,
 - (b) receive or vote on any proposed written resolution, or
 - (c) receive a dividend or other distribution,
- save as permitted by section 726 of the Act
- 4 3 A capitalised sum (as defined in article 36(1)(b) of the Model Articles) which was appropriated from Available Profits may, with Investor Consent and subject article 8, be applied in or towards paying up any sums unpaid on existing Shares held by the persons entitled

Capped Shares

- 4 4 With prior Investor Consent, the entitlement of a B Ordinary Share or C Ordinary Share to participate under article 6 and may be capped ("**Capped**", and any such Share being a "**Capped Share**") at a specified maximum amount (its "**Capped Amount**")
- (a) by agreement in writing between its then holder and the Company, or
 - (b) as provided in article 14 9
- 4 5 If a Share is Capped, it shall remain so Capped unless and until
- (a) otherwise agreed by written agreement between its then holder and the Company, provided that agreement is first approved by Investor Consent, or
 - (b) it ceases to be Capped pursuant to article 3 3(b)
- 4 6 A Capped Share shall not carry any fixed or priority entitlement to receive its Capped Amount under article 6 but its entitlement under article 6 will not exceed its Capped Amount
- 4 7 Unless otherwise agreed by Investor Consent, the Capped Amount of a share

- (a) shall in the case of an agreement referred to in article 4 1(a), not exceed its Fair Price on the date of that agreement (or such other valuation date as may be agreed for these purposes by Investor Consent), and
 - (b) shall, in the case where article 4 1(b) applies, be the relevant amount provided in article 14 9
- 4 8 Subject to article 4 9, where the Capped Amount of a Capped Share is linked to its Leaver Sale Price or Fair Price as of a given date and that Leaver Sale Price or Fair Price has not been agreed in writing by a holder of the Capped Share or otherwise determined in accordance with these articles by the time of a proposed Sale or Listing, it shall be such amount as is determined by the Board with Investor Consent (in each case acting reasonably) or as is directed in writing by an Investor Majority, acting reasonably
- 4 9 Article 4 8 shall not apply to any share which only became Capped less than three months before the date of the Sale or Listing concerned and in that event the procedures set out in these articles (other than article 4 8) for agreement or determination in accordance with these articles of the Leaver Sale Price or Fair Price shall apply
- 4 10 A Capped Share shall not entitle its holder to participate in any pre-emptive offer of shares or Subscription Rights for subscription or purchase

Hurdle Shares

- 4 11 Unless otherwise agreed in writing with Investor Consent, no C Ordinary Share may be in issue unless it has a Hurdle Amount, which the Board shall specify on its Acquisition and which (unless otherwise agreed with Investor Consent) shall not be less than 105% of the UMV (as defined in section 428(2) of ITEPA) of an Uncapped B Ordinary Share on the date of that Acquisition, as reasonably estimated by the Board
- 4 12 All C Ordinary Shares Acquired on or around the same date and with the same Hurdle Amount shall be given a unique series number (with the first such series being "1", the second "2" and so on) Such unique series number shall be recorded on the relevant share certificate and in the register of allotments and/or members against the relevant shares (at the same time as the Hurdle Amount for the shares concerned is recorded in such places as prescribed in the definition of Hurdle Amount)
- 4 13 Notwithstanding that the C Ordinary Shares may belong to one or more series, the C Ordinary Shares of all series shall be treated as one and the same class for the purposes of Chapter 9 of Part 17 of the Companies Act, except as expressly provided in article 9 1
- 4 14 No C Ordinary Share which has been Capped shall entitle its holder to participate in any pre-emptive offer of shares or Subscription Rights for subscription or purchase

Time Conditions

- 4 15 If so resolved by the Board with Investor Consent and subject to article 4 17, on Acquisition of any tranche of B Ordinary Shares or C Ordinary Shares by a Relevant Executive, the shares concerned (or such of them as may be so resolved) shall be held subject to such Time Conditions as the Board shall so resolve (with Investor Consent) and shall be subject to the requirement to Vest accordingly
- 4 16 Unless otherwise expressly provided in the Time Conditions concerned, the outstanding Time Conditions of a Share shall be deemed to be satisfied on and with

effect immediately before a Listing or Sale or on any distribution of assets under article 6 following a Disposal

- 4 17 No B Ordinary Shares in issue which were subscribed under the Investment Agreement on its completion shall be subject to any Time Conditions whilst held by the Shareholder to whom they were originally issued or his Permitted Transferee

Deferred Shares

- 4 18 The rights attaching to any Deferred Shares (created upon redesignation of shares pursuant to these articles) are as follows, namely that any Deferred Share shall

- (a) on a return of capital, on a winding up or otherwise, entitle the holders thereof only to a payment of the sum of £1 00 in aggregate between all of the holders of Deferred Shares paid pro rata in accordance with the number of Deferred Shares held by them but only after payment in respect of each Ordinary Share of an amount equal to the Issue Price of such Ordinary Shares and the further sum of £1,000,000,000 and with any balance after such payment to the holders of Deferred Shares going to the holders of the Ordinary Shares),
- (b) not otherwise entitle the holder thereof to receive or participate in any way in any profits or assets of the Company,
- (c) not entitle the holder thereof to receive notice of or to attend or vote at any general meeting of the Company nor to receive or vote on any proposed written resolution,
- (d) not entitle the holder thereof to any pre-emption rights under the Act, these articles or otherwise, and
- (e) not be transferred or otherwise disposed of, as regards any interest therein, without Investor Consent

- 4 19 If, following an Exit Event, any Deferred Shares remain outstanding the Company shall be hereby deemed to have irrevocable authority at any time thereafter to appoint any person to execute on behalf of the holders of such Deferred Shares a transfer or transfers thereof (and/or an agreement or agreements to transfer the same) to such person(s) as the Company may determine as nominee(s) or custodian(s) thereof and/or to purchase the same (in accordance with the provisions of the Act) in any such case for a price being not more than an aggregate sum of £1 00 for all such Deferred Shares without being required to obtain the sanction of the holder thereof and pending such transfer and/or purchase to retain the certificate(s) for such Deferred Shares

5. Income

- 5 1 The holders of the A Ordinary Shares as a class shall be entitled to receive in priority to any payment by way of dividend to the holders of any other class of shares in the Participating Dividend Financial Year concerned, and (subject to any applicable Financing Restriction) the Company shall pay in cash to such holders in respect of each Participating Dividend Financial Year (and proportionately for any part such year), a cumulative participating dividend (the "**Participating Dividend**") of an amount equal to the Relevant Percentage of the Net Profit for each Participating Dividend Financial Year (or part concerned) to be divided between the holders of the A Ordinary Shares pro rata to the number of A Ordinary Shares held by them respectively on the due date for payment of the Participating Dividend concerned

- 5 2 For the purposes of the Participating Dividend

- (a) The first a Participating Dividend Financial Year shall be the Financial Year in which the fifth anniversary of the Adoption Date falls and each subsequent Financial Year thereafter, and
 - (b) the Relevant Percentage shall mean twenty per cent (20%) in respect of the first Participating Dividend Financial Year, thirty per cent (30%) in respect of the second Participating Dividend Financial Year, and forty per cent (40%) in respect of the third Participating Dividend Financial Year and each subsequent Participating Dividend Financial Year
- 5 3 Subject to any applicable Financing Restriction and any A2 Loan Note Restriction, the Participating Dividend shall be payable on the date falling six months after the end of the Participating Dividend Financial Year to which it relates. If an Exit Event occurs part way through a Participating Dividend Financial Year (and/or in such circumstances, before any Participating Dividend for a previous Participating Dividend Financial Year is paid) then the Participating Dividend for that Participating Dividend Financial Year shall cease to be payable and the holders of the A Ordinary Shares shall have no claim in respect of the Participating Dividend for that Participating Dividend Financial Year
- 5 4 The Participating Dividend shall be deemed to accrue from day to day (from the date of issue of the relevant A Ordinary Shares, if issued in a Participating Dividend Financial Year) over the Participating Dividend Financial Year in respect of which it is payable. If on the due date for its payment (the "**relevant date**") Accounts are available for the whole of the Participating Dividend Financial Year concerned, the entitlement shall be determined from those accounts
- 5 5 The Participating Dividend shall automatically and without any resolution of the Board or of the Company in general meeting accrue from day to day and on the due date for payment and notwithstanding any Financing Restriction and/or any A2 Loan Note Restriction become a debt due from and (subject to any Financing Restriction and/or any A2 Loan Note Restriction) immediately payable by the Company to holders of the A Ordinary Shares
- 5 6 If by reason of any principle of law or a Financing Restriction or any A2 Loan Note Restriction the Company is unable to pay in full on any due date for payment under these articles (a "**dividend payment date**"), any instalment of the Participating Dividend to any of the holders of the A Ordinary Shares which would otherwise be required to be paid on that dividend payment date (any such dividend being referred to below as the "**relevant dividend**") then
- (a) on the relevant dividend payment date, except in the case where a A2 Loan Note Restriction applies, the Company shall pay to such holders (in proportion to the numbers of A Ordinary Shares held by them) on account of the relevant dividend, the maximum sum (if any) which can then, consistently with any such principle of law and/or Financing Restriction, be properly paid by the Company in accordance with these articles, and
 - (b) on every succeeding dividend payment date or, if earlier, such earlier date(s) as shall be demanded in writing by the holders of a Majority of the A Ordinary Shares, except in the case where a A2 Loan Note Restriction applies, the Company shall pay to such holders, on account of the balance of the relevant dividend for the time being remaining outstanding (together with accrued interest), and until the relevant dividend shall have been paid in full, the maximum sum (if any) which on each such date can then, consistently with any such principle of law and/or Financing Restriction, be properly paid by the Company in accordance with these articles

- 5 7 Any arrears of Participating Dividend shall carry interest at the Interest Rate from each dividend payment date until payment in full, even if the reason for non-payment of any dividend is that it would be unlawful for that dividend to be paid by the Company Subject to the Act, any such interest shall be payable on demand
- 5 8 The Company shall procure that the profits of each of its subsidiaries for the time being available for distribution shall be paid to it by way of dividend if, and to the extent that but, for such payment, the Company would not itself otherwise have sufficient profits available for distribution to pay in full any Participating Dividend together with any interest accrued on them
- 5 9 Subject to Investor Consent and payment of all arrears and accruals of Participating Dividend and related interest, any profits resolved to be distributed in respect of any Financial Year or part of it shall be distributed amongst the holders of the Full Equity Shares as follows *pari passu* amongst the holders of the Full Equity Shares if the same are one and the same class of share, *pro rata* to the number of such Full Equity Shares respectively held by them No Treasury Shares shall be taken into account for the purpose of this article 5 9
- 5 10 Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means
- (a) transfer to a bank or building society account specified by the distribution recipient (as defined in article 31(2) of the Model Articles) in writing,
 - (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the Share), or (in any other case) to an address specified by the distribution recipient in writing,
 - (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified in writing, or
 - (d) any other means of payment as the Directors agree with the distribution recipient in writing
- 5 11 Except as otherwise provided by these articles or the rights attached to Shares, all dividends must be
- (a) declared and paid according to the amounts paid up on the Shares on which the dividend is paid, and
 - (b) 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
- All such dividends shall accrue on a daily basis assuming a 365 day year All such dividends are expressed net and shall be paid in cash
- 5 12 Notwithstanding any other provision of these articles, no Capped Shares shall carry any right to receive dividends or other income distributions

6 Return of capital and Exit Events

- 6 1 On any Exit Event, subject as expressly provided in article 6 9 and otherwise these articles, the Exit Proceeds shall be applied in the following manner and order of priority

- (a) first, to the extent such Exit Proceeds are sufficient, in paying to the holders of the A Ordinary Shares all unpaid arrears and accruals of Participating Dividend (if any) on them (calculated at the date of the Exit Event and irrespective of whether or not the same have been earned or declared) and all accrued but unpaid interest on them, pro rata to their respective entitlements thereto,
- (b) secondly, to the extent such Exit Proceeds are sufficient (as agreed by the Board with Investor Consent and the consent of the holders of a majority of the B Ordinary Shares then in issue (which consent in either case may not be unreasonably withheld or delayed)), in paying to the holders of B Ordinary Shares and C Ordinary Shares (as if a single class of Shares) an amount equal to the amount they would have received if the holders of the B Ordinary Shares and C Ordinary Shares had been entitled to receive a Participating Dividend on the same basis as the holders of the A Ordinary Shares pro-rata to the amounts received by the holders of the A Ordinary Shares,
- (c) thirdly
 - (i) to the extent such Exit Proceeds are sufficient, in paying to the holders of the A Ordinary Shares the amounts respectively paid up or credited as paid up on them, and then
 - (ii) to the extent such Exit Proceeds are sufficient, in paying to the holders of the other Ordinary Shares the amounts respectively paid up or credited as paid up on them,
- (d) fourthly, to the extent such Exit Proceeds are sufficient, in paying to the holders of the Original A Ordinary Shares such further amount (taking into account for the purposes of this article 6 1(b)(ii) all amounts paid under article 6 1(b)(i) and all amounts distributed by way of Participating Dividend on the Original A Ordinary Shares) as shall result in there having been distributed on and/or allocated to such shares an amount equal to the Relevant Percentage(s) of the Exit Proceeds which are in aggregate to be distributed to all holders of Shares (before any adjustment made to the amount to be allocated to such shares by virtue of article 6 13(e)) For these purposes, "**Relevant Percentage(s)**" shall mean
 - (A) in respect of all such Exit Proceeds up to and including £17,500,000, 49.9 per cent ,
 - (B) in respect of all such Exit Proceeds above £17,500,000 and up to and including £22,500,000, 46.2 per cent ,
 - (C) in respect of all such Exit Proceeds above £22,500,000 and up to and including £27,500,000, 44.3 per cent , and
 - (D) in respect of all such Exit Proceeds above £27,500,000, 42.4 per cent , and
- (e) lastly (but subject to article 4 18), the balance (if any) shall be distributed between the holders of the Ordinary Shares which are not Original A Ordinary Shares pro rata to the number of such Ordinary Shares respectively held by them

6.2 In respect of any distribution to be made pursuant to article 6 1 or deemed distribution in the case of a Listing, the Investors shall (or shall procure that the Alcuin Manager shall) calculate the proposed allocation of proceeds and shall deliver (or so procure delivery of) to the Board a written statement setting out their (or its) calculations of the

same which shall, save in the event of manifest error and subject to the need to obtain professional advice as mentioned below, be final and binding on the Company and the Shareholders. If any member of the Board (acting reasonably and on a bona fide basis) raises with the Investors or any of them any disagreement with the allocation statement within two Business Days of the delivery of the statement to the Board and that disagreement cannot be resolved between the Investors and the relevant Board member(s) within three further Business Days then the Investors shall obtain professional advice on their calculation of the same and re-submit their calculations and the allocation statement (if reasonable, amended in light of such advice) and that second statement shall then be final and binding on the Company and the Shareholders.

- 6.3 If the Exit Event has not occurred by the date on which or on the terms on which the calculations were made, the procedures set out in this article 6 shall be repeated (if the Exit Event is still likely to occur) by reference to the next date on which the Investors estimate the Exit Event is likely to occur and/or by reference to the actual terms concerned, as appropriate.
- 6.4 On and following a Sale, the consideration thereunder and each payment thereof shall be deemed to be subject to a trust for application in the priority and basis provided in this article 6 and the recipients thereof shall apply and account for the same accordingly.
- 6.5 For the purposes of any Listing, that number of shares of each class as is necessary to give effect to article 6.1 shall on or immediately prior to Listing be re-designated as Deferred Shares so as to ensure that the Exit Proceeds attributable to the Relevant Equity Shares (not being Deferred Shares) then in issue is equal to their aggregate entitlement under article 6.1 at the time of Listing and so that if no part of such Exit Proceeds is attributable to any class or series of a class of such shares they shall all be so re-designated. Any such re-designation shall be effected on such basis as the Board shall determine as appropriate (with Investor Consent) to give effect to the foregoing but without re-designating a fraction of a share and the Directors are hereby authorised and directed to do all things necessary to give effect to the foregoing including but not limited to executing and delivering (through such of them as they shall nominate) on behalf of each holder of the shares to be redeemed such documents and things as may be required for the purpose.
- 6.6 Each member shall execute and deliver and do such acts, deeds, documents and things as the Board shall reasonably require of him in that capacity to reorganise the share capital of the Company to be the subject of a Listing into shares of a class and nominal value appropriate for that purpose including but not limited to passing any resolutions and providing any consents necessary for that purpose and surrendering his share certificates for cancellation and replacement accordingly, without limiting the foregoing, where the shares to be the subject of the Listing are of different nominal values such resolutions may involve the subdivision of the shares of a higher nominal value into shares of (i) the same nominal value as those of a smaller nominal value and (ii) Deferred Shares with a nominal value equal to the balance and (if required) the subsequent consolidation and re-designation of all then resultant shares of the lower nominal value into one class of share with a nominal value appropriate for the Listing.
- 6.7 Each member shall be deemed hereby irrevocably to appoint such person as shall be nominated for this purpose by an Investor Majority as his attorney for the purposes of executing and delivering and doing any acts, deeds and things as are required on his part by articles 6.5 and 6.6.
- 6.8 If on any Exit Event any part of the consideration or other proceeds is to be paid subject to a contingency or on a deferred basis or is to be held in an escrow or retention account, no account of the contingent or deferred consideration or retained

proceeds shall be included in the calculation of the Exit Proceeds. Should any such contingent or deferred consideration or retained proceeds subsequently be paid or satisfied or should there be any other subsequent adjustment to the consideration or other proceeds paid, then upon each payment, satisfaction or adjustment thereof, the Exit Proceeds and the apportionment between the Relevant Equity Shares shall be recalculated so as to include all contingent or deferred consideration or retained proceeds paid or satisfied and any other subsequent adjustments to the consideration or other proceeds and all necessary adjustments in accordance with the principles set out in this article 6 shall be made.

6.9 The allocation of Exit Proceeds as provided in article 6.1 shall be subject to the following provisos

- (a) no B Ordinary Share or C Ordinary Share shall be entitled to receive any allocation unless (if it is subject to them) its Time Conditions are satisfied,
- (b) no C Ordinary Share shall be entitled to receive any allocation unless and until each *Uncapped B Ordinary Share* (not being a Capped Share or a Hurdle Share) has been allocated an amount which equals the Hurdle Amount of that C Ordinary Share, at which point that C Ordinary Share shall participate (with the other Ordinary Shares eligible to participate under this article 6) for allocation under this article 6 but only as regards the excess of the available aggregate allocation amount,
- (c) no Capped Share shall be allocated any amount to the extent that the aggregate amount allocated to it would exceed its Capped Amount, and
- (d) no Ordinary Share shall be entitled to receive any allocation unless it is a Relevant Equity Share,
- (e) any part of the aggregate amount not allocated to any Treasury Shares, C Ordinary Shares or Capped Shares by reason of articles 6.9 (a) and/or (b) and/or (c) and/or (d) shall be allocated to the other shares eligible to participate in the allocation concerned in the order of priority and pro rata to their respective entitlements to participate in that allocation.

7. Voting

7.1 As regards voting, subject to the provisions of the Act and articles 7.3, 10 (Default Events) and 14.6, the Full Equity Shares shall confer on each holder thereof (in that capacity) the right to

- (a) receive notice of, and to attend, speak and vote at all general meetings of the Company as follows
 - (i) on a show of hands, to cast one vote each, and
 - (ii) on a poll to exercise one vote for each Full Equity Share of which he is the holder, and
- (b) receive, vote on and constitute an eligible member for the purposes of all written resolutions of the Company, with the right to cast one vote for each Full Equity Share of which he is the holder.

7.2 The

- (a) B Ordinary Shares which are Capped, and

(b) C Ordinary Shares,

shall carry no right to vote or receive notice of or attend any meetings of Shareholders

- 7 3 If at any time the Alcuin Fund and/or any other fund managed or advised by the Alcuin Manager (each an "**Alcuin Shareholder**" and together the "**Alcuin Shareholders**") shall collectively hold Shares entitling such Alcuin Shareholders to exercise at a general meeting of the Company votes in excess of 49.9% of all votes capable of being cast by all Shareholders, then the number of votes which the Alcuin Shareholders shall (in aggregate) be entitled to cast shall equal 49.9% of all votes capable of being cast by all Shareholders and the voting rights of the Alcuin Shareholders and the other Shareholders shall be reduced pro rata and increased pro rata respectively, provided that the foregoing provisions of this article 7 3 shall not

- (a) apply where Investors holding a majority of the A Ordinary Shares have activated their Swamping Rights pursuant to the provisions of article 10 3, or
- (b) affect the voting rights enjoyed by the holders of any class of Shares in relation to any resolution or consent proposed in respect of that class of Shares only (as opposed to any resolution proposed to those Shareholders of the Company entitled to attend and vote at general meetings of the Company at the relevant time)

8. Authority to capitalise and appropriation of capitalised sums

- 8 1 Subject to article 8 2, in addition to the authority set out in article 36 of the Model Articles and in article 4 3, the Directors may, if they are so authorised by a special resolution of the Shareholders and with Investor Consent, appropriate a Capitalised Sum (as defined in article 36 of the Model Articles) on a non pro rata basis to such Shareholder(s) or (where, but only where, such Capitalised Sum is derived from the Company's profits available for distribution, as defined in section 830(2) of the Act) such other persons (who must be, or be contracted to become, Manager(s)) as are approved by Investor Consent (the "**Person(s) Entitled**") and in such proportions as are approved by Investor Consent. Any Capitalised Sum so appropriated may be applied

- (a) in paying up new Shares from the Manager's Pool (or otherwise where approved by Investor Consent) of a nominal amount equal to the Capitalised Sum which are then allotted credited as fully paid to the Person(s) Entitled ("**Bonus Shares**"), and/or
- (b) in or towards paying up any amounts unpaid on existing Shares held by the Person(s) Entitled

- 8 2 (a) No Bonus Shares may be allotted to a Person Entitled under article 8 1(a), and
- (b) no Capitalised Sum may be applied in paying up any amounts unpaid on existing Shares held by a Person Entitled under article 8 1(b),

unless such Person Entitled is an Employee Shareholder

- 8 3 Article 36 of the Model Articles shall be modified accordingly

9 Variation of rights

9.1 Subject to article 10 (Default Events) and article 14.6, whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) either

- (a) with the consent in writing of the holders of more than 75 per cent in nominal value of the issued shares of that class, or
- (b) with the sanction of a special resolution passed at a separate general meeting or by way of written resolution of the holders of that class

For these purposes, all the C Ordinary Shares shall be treated as one and the same class even if or a different series, except where the Hurdle Amount of a series of C Ordinary Shares is to be varied or modified, when that series of C Ordinary Shares shall also be treated as a separate class

Any variation or abrogation of any special rights attaching to any Ordinary Shares other than A Ordinary Shares that does not adversely affect their rights shall not require such consent or resolution

9.2 For the purposes of these Articles

- (a) the provisions of these Articles requiring Investor Consent or the consent of an Investor Director or conferring rights upon an Investor Majority or an Investor Director are, and
- (b) the provisions of the Investment Agreement requiring Investor Consent or the consent of an Investor Director or conferring rights upon an Investor Majority or an Investor Director shall be deemed to be,

class rights of (and only of) the A Ordinary Shares and this article 9.2 shall be construed accordingly

9.3 Subject to article 9.5 and except as expressly provided otherwise, nothing in these articles or otherwise shall confer any special rights or privileges or class rights or entitlements on the holders of any B Ordinary Shares and/or C Ordinary Shares and/or Capped Shares or any series thereof as regards

- (a) anything done bona fide, with the approval of the Board, for the purposes of
 - (i) an Exit, and/or
 - (ii) a fundraising by or refinancing of the Company or Group, and/or
 - (iii) any issue of (or grant of any Subscription Right to subscribe for) Shares (whether or not ranking prior to the B Ordinary Shares and/or C Ordinary Shares and/or Capped Shares or any series thereof) or other securities of, the Company or Group, and/or
- (b) anything done thereafter as a necessary consequence of anything so done or any related right or entitlement granted,

and nothing so done shall constitute or be deemed to constitute any variation modification or abrogation of the rights of or require any consent to be obtained from the holders of the B Ordinary Shares or C Ordinary Shares and/or Capped Shares or any series thereof or any of them

- 9 4 Each holder of the B Ordinary Shares, C Ordinary Shares and Capped Shares hereby gives his irrevocable authority and power of attorney to such person as shall be nominated by the Board for such purpose to sign and give any waiver or consents on his part (but without any liability on his part) necessary to give effect to the provisions of article 9 3 including any such waiver or consent which by virtue of any provision of the Act or otherwise can only be effective if so separately given
- 9 5 Nothing in article 9 3 shall affect or disapply any class rights of any holders of
- (a) C Ordinary Shares of a particular series as regards any resolution to increase the Hurdle Amount applicable to the C Ordinary Shares concerned,
 - (b) Capped Shares as regards any resolution to reduce their Capped Amount, or
 - (c) any class of Share or series of such a class, as regards any resolution which will impose upon the holder of any such Shares any liability greater than that to which the subscriber of the same was subject at the time of their issue or creation through re-designation
- 9 6 Nothing in these Articles or otherwise shall confer any special rights or privileges or class rights or entitlements on the holders of any shares which are not A Ordinary Shares ("**Other Shares**") during any Financial Default Period or other Default Period and nothing done in good faith in a Default Period in accordance with the terms, and for the purposes set out in, article 10 (or subsequently as a necessary consequence of anything so done or any right or entitlement so granted during a Default Period) by the Company or any member of the Group or any other shareholder of a Group member shall constitute or be deemed to constitute any variation modification or abrogation of the rights of or require any consent to be obtained from the holders of any Other Shares or any of them
- 9 7 For the avoidance of doubt and subject to article 9 3 and article 9 6, the variation, modification, abrogation or cancellation of this article or of any provision of these articles which contains or affects any class rights shall (except as expressly provided) require the consent aforesaid (in accordance with this article 9) of the holders of shares of the class or classes concerned to be effective
- 9 8 In exercising any rights as the holder of any Shares, their holder shall be entitled to exercise those rights in its absolute discretion as it sees fit including, without limitation, without obligation to have regard to
- (a) the interests of any other holder(s) of the same class of Shares or the rights of holders of that particular class as a whole or the holder(s) of any other class or classes of Share or any of them, and
 - (b) the interests of the Company (as a commercial entity or otherwise) and/or the interests of the general body of its shareholders
- 9 9 Without in any way derogating from the rights of the holders of the A Ordinary Shares, the creation or issue of further shares of the same class shall not of itself constitute a variation or modification or abrogation of the class rights of the holders of shares of that class already in issue
- 9 10 The provisions of these articles relating to written resolutions or general meetings of the Company or to the proceedings at such meetings shall, with appropriate modifications, apply to any separate written resolution or meeting (as the case may be) of the holders of any class of shares, save that in the case of meetings if a class has less than two members the necessary quorum shall be a single member of that class (or his proxy or duly authorised representative)

10. Default Events

10 1 If at any time a Default Event has occurred, then

- (a) the holders of all Ordinary Shares other than A Ordinary Shares (other than any Investors) shall be entitled to receive notice of and attend any general meeting of the Company (including those held on short notice) but shall cease to be entitled to
 - (i) vote (whether on a show of hands or on a poll) at any general meeting of the Company, or
 - (ii) vote on any proposed written resolution of the Company,
- (b) the A Ordinary Shares in issue held by the Investors (but not, for the avoidance of doubt, any other Shareholder) shall entitle the Investors to cast such number of votes as is equivalent to an aggregate of all the votes capable of being exercised on a poll, such votes to be allocated amongst them pro rata to the aggregate number of votes exercisable by each such Shareholder (prior to the operation of this article 10 1) on a poll as a proportion of the total number of such votes so exercisable by all of those Shareholders,
- (c) new shares in the Company may be issued ranking ahead of or pari passu with the Other Shares, without the consent of the holders of such Other Shares (or the application of article 9) but subject to Investor Consent,
- (d) any two Investor Directors shall constitute the quorum of any meeting of the Board,
- (e) at any meeting of the Board, the Investor Directors shall be entitled to cast such number of votes as necessary to constitute a majority of the Board

10 2 For the avoidance of doubt, if a Default Event has occurred the provisions in article 10 1 shall enable the holders of A Ordinary Shares (being Investors, but not any other Shareholder) in issue from time to time together to

- (a) pass written resolutions of the Company pursuant to chapter 2 of part 13 of the Act, and
- (b) consent to the holding of a general meeting of the Company on short notice pursuant to section 307(4)-(6) of the Act,

in either case, on the basis that all such holders would constitute the only Shareholders who would be entitled to attend and vote at a general meeting of the Company or vote on a proposed written resolution

10 3 The provisions of articles 10 1 and 10 2 shall only apply if the Investors holding a majority of the A Ordinary Shares have, following (but at any time after) a Default Event, served notice on the Company at the Office or at any meeting of the Board activating their respective rights under articles 10 1 and 10 2 ("**Swamping Rights**") and shall thereafter continue only for so long as

- (a) the breach or failure giving rise to the Default Event subsists (and any resolution of the Board duly passed which confirms that the Default Event has ceased to subsist shall be definitive evidence of the same having occurred), and before such cessation, and

- (b) Investors holding a majority of the A Ordinary Shares have not suspended or revoked the activation of their Swamping Rights by written notice served on the Company at the Office or at any meeting of the Board. Any such suspension of Swamping Rights may be subject to the cancellation at any time by like notice and may be subject to such conditions as may be contained therein.

11. Pre-emption on new issues

- 11.1 Notwithstanding any other provisions of these articles, and subject to any direction or authority contained in any resolution of the Company, the Board is generally and unconditionally authorised (for the purposes of section 551 of the Act) to allot Shares or grant rights to subscribe for, or convert any security into Shares provided that the authority hereby granted to the Board
- (a) shall not, unless extended, permit the Board to allot Shares or grant such rights the aggregate nominal value of which is in excess of £20,000, comprising £9,980 in nominal value of A Ordinary Shares and £10,020 in nominal value (in aggregate) of B Ordinary Shares and/or C Ordinary Shares, and
 - (b) shall, unless renewed, expire on the fifth anniversary of the Adoption Date, save that the Board may, after the expiry of the authority hereby granted, allot Shares or grant rights to subscribe for, or convert any security into Shares in pursuance of an offer or agreement made by the Company before such authority expired.
- 11.2 Save as set out in the Investment Agreement in respect of the Managers' Pool, as provided in article 11.6 and subject to all Investor Consents required under the Investment Agreement in respect of any such allotment and issue having been obtained, all Shares and Subscription Rights (together "**Relevant Securities**") which the Company proposes to allot or issue for cash shall first be offered by the Company for subscription to the holders of the Eligible Shares (which shall be treated as one class of share) other than to any Leaver in the proportion that the aggregate nominal value of such Eligible Shares for the time being held by each such Shareholder bears to the total number of Eligible Shares then in issue (excluding for these purposes, any Leaver Shares and any Treasury Shares). Such offer shall be made by the Company by notice in writing specifying the number of Shares/Relevant Securities to which the relevant Shareholder is entitled and limiting a time (being not less than 14 days) within which the offer (if not accepted) will be deemed to have been declined. Holders of Eligible Shares who accept the offer shall be entitled to indicate in writing to the Company that they would accept, on the same terms, additional Shares/Relevant Securities (specifying a maximum number) which have not been accepted by other Shareholders ("**Excess Shares**"). Any Excess Shares shall be allotted to Shareholders who have indicated they would accept Excess Shares. Excess Shares shall be allotted pro rata to the aggregate number of Eligible Shares held by Shareholders accepting Excess Shares (provided that no such Shareholder shall be allotted more than the maximum number of Excess Shares such Shareholder has indicated he is willing to accept).
- 11.3 After the expiration of such time or upon receipt by the Company of an acceptance or refusal of every offer so made (whichever is the earlier), the Board shall be entitled to dispose of any Shares/Relevant Securities so offered, and which are not required to be allotted in accordance with this article 11, in such manner as the Board (acting with Investor Consent) may think most beneficial to the Company.
- 11.4 If, owing to the inequality of the number of new Shares/Relevant Securities to be issued and the number of Eligible Shares held by Shareholders entitled to receive the offer of new Shares/Relevant Securities, any difficulties shall arise in the

apportionment of any such new Shares/Relevant Securities amongst the Shareholders such difficulties shall be determined by the Board, acting with Investor Consent

11 5 The provisions of sections 561(1) and 562(1) to (5) (inclusive) of the Act shall not apply to the Company

11 6 The provisions of this article 11 shall not apply during a Default Period

12. Share transfers - general provisions

12 1 The instrument of transfer of a Share may be in any usual form or in any other form which the Board may approve and shall be executed by or on behalf of the transferor (but shall not require to be executed by or on behalf of the transferee unless any Share to which it relates is not fully paid) The transferor shall remain the holder of the Shares concerned until the name of the transferee is entered in the register of members in respect of such Shares

12 2 The Directors may (if required by an Investor Direction) refuse to register the transfer of any Share if

- (a) it is not lodged at the Office or at such other place in England as the Directors may appoint and/or it is not accompanied by the certificate(s) for the Shares to which such transfer relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer,
- (c) it is in respect of more than one class of Share,
- (d) it is in favour of more than four transferees,
- (e) the Investor Directors are not satisfied that the transferee shall have received appropriate independent advice as to the rights and obligations attaching to the Shares transferred,
- (f) it is to a person who is (or whom the Directors reasonably believe to be) under 18 years of age or who does not have (or whom the Directors reasonably believe does not have) the legal capacity freely to dispose of any Share without let, hindrance or court approval,
- (g) it is a transfer of a Share which is not fully paid
 - (i) to a person of whom the Directors do not approve, or
 - (ii) on which Share the Company has a lien

12 3 The Directors shall refuse to register the transfer of any Share unless they are satisfied that such transfer is either

- (a) a transfer permitted under article 13 (a "**Permitted Transfer**"), or
- (b) a transfer made in accordance with and permitted or required under articles 14 (Compulsory transfers) to 19 (Tag along) (inclusive)

12 4 If, in relation to a transfer of a Share, the transferee is not a party to the Investment Agreement then the Directors shall, unless otherwise permitted by the terms of the Investment Agreement or by an Investor Consent

- (a) require the transferee of such Share to enter into a Deed of Adherence in the capacity specified in clause 21 4 or 21 5 of the Investment Agreement, and
 - (b) decline to register the transfer of such Share unless and until the transferee has done so and delivered the same to the Directors at the Office
- 12 5 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
- (a) the transferor, and
 - (b) (if any of the Shares is partly or nil paid) the transferee

13. Permitted Share transfers

- 13 1 Subject to article 12 (Share transfers – general provisions), no transfer of any Share or an interest in any Share shall be made or registered unless it is
- (a) to any person with Investor Consent or by Investor Direction,
 - (b) in the case of a Shareholder which is a Body Corporate, to a Group Undertaking of that Body Corporate if the transferee gives an undertaking to the Company and to the Investors that if the transferee ceases to be a Group Undertaking of that Body Corporate, all its shares in the Company will, prior to ceasing to be such a Group Undertaking of that Body Corporate, be transferred to another Group Undertaking of the original transferor or to the original transferor,
 - (c) in the case of a Shareholder who is an Investor or any person who holds Shares as nominee or trustee for or otherwise on behalf of an Investor or a limited partnership or unit trust or any person who holds any interest in any Share the registered holder of which is an Investor or a nominee of an Investor, to
 - (i) another nominee or trustee for the Investor or limited partnership or unit trust,
 - (ii) any Investor Associate of the relevant Investor,
 - (iii) the beneficial owner of the Shares in respect of which the transferor is a nominee or custodian or any other nominee or custodian for such beneficial owner,
 - (iv) on a distribution in kind or otherwise under the relevant partnership agreement or trust deed or other constitutional documents of a Fund, or to the partners of a limited partnership or to the holders in a unit trust or to the shareholders of, participants in, or holders of any other interest in, any Fund,
 - (v) any co-investment scheme, being a scheme under which certain officers, employees or partners of an Investor, their partners and families or an Investor's adviser or manager are entitled (as individuals or through a Body Corporate or any other vehicle) to acquire shares which the Investor would otherwise acquire ("Co-Investment Scheme"),

- (vi) any unitholder, shareholder, partner, participant, manager or adviser (or any employee or director of, or any consultant to, any such manager or adviser or of any company which is a Group Undertaking of, or is associated with, such manager or adviser or to the trustees of any trust of any person) in, to or of any of the Investors or of any investment fund or Collective Investment Scheme,
 - (vii) any other investment fund or Collective Investment Scheme managed or advised by any Investor or any of its group companies or entities,
 - (viii) an Institutional Investor in circumstances where such Institutional Investor proposes or proposed to acquire the whole or substantially the whole of the relevant Investor's or Investor Associate's portfolio of investments,
 - (ix) a nominee or custodian of, or to any company which is a Group Undertaking of, the transferor or any of the persons referred to in sub-paragraphs (i), (iii), (v), (vi), (vii) or (viii) of this article 13 1(c), and
 - (x) made pursuant to any syndication rights provided for in the Investment Agreement,
- (d) in the case of any Shareholder who is an Investor and holding Shares in connection with a Co-Investment Scheme, to
- (i) another person which holds or is to hold Shares under the Co-Investment Scheme, or
 - (ii) any person on their becoming entitled to those Shares under the terms of the Co-Investment Scheme,
- (e) in the case of any Shares which are held by or on behalf of any Collective Investment Scheme to participants (within the meaning of section 235 of FSMA, as the same may be amended, modified or replaced from time to time) in the scheme in question,
- (f) on and after a Listing,
- (g) when required or permitted by any of articles 14 (Compulsory transfers) or 15 (General provisions relating to compulsory transfers) or 16 (Compliance) or 17 (Drag along) or 18 (Drag along and compulsory voting on a Listing) or 19 (Tag along), and
- (h) any Employee Trust and/or between and amongst the beneficiaries of such trust and the trustees of an Employee Trust may grant options in favour of any such beneficiaries, so long as the transfer or option is effected or granted in accordance with the terms of the trust and has been approved by Investor Consent

13 2 The Company shall only be permitted to sell or transfer any Treasury Shares to any person with Investor Consent or by Investor Direction

14. Compulsory transfers and the alternative of Capping Shares

14 1 The provisions of this article 14 shall apply to any Leaver in respect of his entire holding of Shares

14 2 The Investors may direct the Company by an Investor Direction immediately to serve a notice on (and following such an Investor Direction, the Company shall immediately serve notice on) a Leaver notifying him that he is, with immediate effect, deemed to have offered to sell such number of his Shares (including any additional Shares acquired by him after the Leaving Date and whether or not such Shares were in issue at the Leaving Date) (the "**Leaver Shares**") at the Leaver Sale Price, to such person or persons as is specified in the relevant Investor Direction being any one or more of the person or persons specified in article 15 7 (a "**Leaver Sale Notice**") and upon receipt of such Leaver Sale Notice, the Leaver shall be obliged to transfer at the Leaver Sale Price with full title guarantee and free from all encumbrances and third party rights, the Leaver Shares in accordance with articles 15 (General provisions relating to compulsory transfers) and 16 (Compliance) The Investors may direct the Company by an Investor Direction to serve a Leaver Sale Notice on a Leaver at any time and from time to time after the relevant Leaving Date

14 3 The Company may from time to time agree in writing, with Investor Consent, to exclude any one or more particular individuals from the provisions of article 14 2, whether generally or in respect of a designated proportion of the shares in the Company of which he is the holder or is unconditionally entitled to be registered as the holder Furthermore (and by way of modification to article 14 2 accordingly), where

(a) Robert Shepherd or Stephen McKenna is the Leaver and/or the Relevant Executive by reference to which a Shareholder is deemed to be the Leaver upon him ceasing to be a Relevant Executive, and

(b) the Leaver is a Good Leaver,

(but without any such restriction applying in any other circumstances), the Investors shall only be entitled to direct the Company to serve a Leaver Sale Notice in respect of up to an amount equal (as nearly as may be) to the CT Percentage of that Leaver's Leaving Shares (rounding fractions down) For these purposes, the "**CT Percentage**" shall be, as at the Adoption Date, 50 per cent but that figure shall (for the first 36 months following the Adoption Date only or, if earlier, up to and including the Leaver's Leaving Date) reduce by 0.8333333333 per cent on the first day of each calendar month after the Adoption Date to the intent that the CT Percentage shall reduce from 50 per cent to 20 per cent on a monthly sliding scale over the first three years following the Adoption Date (but, for the avoidance of doubt, the CT Percentage in relation to the Leaver concerned shall cease to reduce after, and be fixed at the CT Percentage reached at, the relevant Leaver's Leaving Date)

14 4 The "**Leaver Sale Price**" shall be, subject to these articles

(a) in the case of a Good Leaver, the higher of (i) the Issue Price, and (ii) the Fair Price, for the Leaver Shares (the "**Good Leaver Sale Price**"),

(b) in the case of a Bad Leaver (including a Leaver who falls to be recategorised as a Bad Leaver under article 14 8), the lower of (i) the Issue Price, and (ii) the Fair Price for the Leaver Shares (the "**Bad Leaver Sale Price**"), provided that

(i) where

(A) Robert Shepherd or Stephen McKenna is a Bad Leaver and/or the Relevant Executive by reference to which a Shareholder is deemed to be a Bad Leaver upon him ceasing to be a Relevant Executive, and

(B) Robert Shepherd or Stephen McKenna (as applicable) has been (in the reasonable opinion of the Investors on the basis of

an objective test) "unfairly" dismissed by the relevant Group Company within the meaning of section 98 of the Employment Rights Act 1996 (excluding for such purposes any dismissal that would in the reasonable opinion of the Investors only be deemed to be unfair on procedural grounds),

then the Leaver Sale Price applicable to the Leaver's Leaver Shares required to be sold pursuant to any Leaver Sale Notice shall be, as to the GL Percentage of such shares, the Good Leaver Sale Price and, as to the balance, the Bad Leaver Sale Price. For these purposes, the "GL Percentage" shall be, as at the Adoption Date, 0 per cent but that figure shall (for the first 36 months following the Adoption Date only or, if earlier, up to and including the Leaver's Leaving Date) increase by 1.6666666666 per cent on the first day of each calendar month after the Adoption Date to the intent that the GL Percentage shall increase from 0 per cent to 60 per cent on a monthly sliding scale over the first three years following the Adoption Date (but, for the avoidance of doubt, the GL Percentage in relation to the Leaver concerned shall cease to increase after, and be fixed at the GL Percentage reached at, the relevant Leaver's Leaving Date), and

- (ii) where any Shares of a Leaver have previously been Capped and a Leaver Sale Notice is subsequently served on a Leaver, the Leaver Sale Price shall be no more than the Capped Amount (including as such Capped Amount may be modified pursuant to article 14.9),
- (c) in the case of a Very Bad Leaver, the price of 1p per Share, and
- (d) notwithstanding the above provisions of this article 14.4, in relation to C Ordinary Shares (irrespective of the nature of the Leaver concerned), 1p per Share

14.5 For the purposes of these articles, the "Fair Price" shall be such price for the Leaver Shares as at the Leaving Date as may be agreed between the transferor (or, where article 14.9 applies, the holder of the Capped Shares concerned) and (acting with Investor Consent) the Company or, in the event of disagreement between the Company and the transferor (or, where article 14.9 applies, the holder of the Capped Shares concerned), the price determined in accordance with article 15 (General provisions relating to compulsory transfers) and whether determined before or after service of a Leaver Notice

14.6 Unless otherwise directed by an Investor Direction, any Shares held by a Leaver shall, irrespective of whether a Leaver Sale Notice has been served or the relevant Shares have been Capped, cease to confer upon that Leaver the right to receive notice of, attend and vote at any general meeting, or any meeting of the holders of any class of Shares or to receive and vote on any proposed written resolution or to exercise any pre-emption or other right and such Shares shall not be counted in determining the total number of votes which may be cast at any such meeting or for the purposes of a written resolution of any Shareholders or class of Shareholders or in determining entitlements to pre-emption or other rights. This restriction shall cease immediately upon the Company registering a transfer of the relevant Leaver Shares in accordance with these articles

14.7 For the avoidance of doubt, there shall be no obligation on any party as regards a Leaver to purchase any Shares prior to agreement or determination of the Fair Price for such Leaver Shares and/or service of the Leaver Sale Notice

14 8 If a Leaver initially falls to be treated as a Good Leaver for the purposes of these Articles but at any time before

- (a) any sale of his Leaver Shares is completed pursuant to the service of a Leaver Sale Notice on him, or (if applicable)
- (b) in the case of any Shares which have been Capped pursuant to a Capping Notice being served on him, the date on which he transfers his shares (whether in the context of an Exit or otherwise and whether or not such notice has been served before the date on which the circumstances set out in this article 14 8 apply),

he engages directly or indirectly (whether as a director, manager, adviser, consultant, agent or employee of any person) in any Restricted Business (as defined in the Investment Agreement) then he shall automatically on becoming so engaged be redesignated as a Bad Leaver and

- (x) to the extent he is required to complete the sale of his Leaver Shares thereafter he shall (unless subsequently otherwise redesignated as a Good Leaver by an Investor Direction) be required to sell the relevant Leaver Shares at the Bad Leaver Sale Price, and
- (y) the Leaver Sale Price at which any of that Leaver's Shares were previously Capped shall be deemed to have been, and the Leaver Sale Price at which they may subsequently be capped shall be, the Bad Leaver Sale Price

14 9 If a Compulsory Transfer of Shares may be required of a Leaver under article 14 1, the Board may (with Investor Consent) and will if so required by an Investor Direction, instead of such shares being included in a Leaver Sale Notice under article 14 1, serve written notice on the holder(s) of the Shares concerned to Cap those shares (or those of them as the Board shall so decide or be required) such that its Capped Amount shall be its Leaver Sale Price on the Leaving Date of the Leaver concerned

Any such Capping shall take effect upon the giving of that notice. The holders of the Shares so Capped shall promptly and in any event within ten days of that notice surrender to the Company the certificates for their Shares so Capped for endorsement as Capped Shares. Such endorsed certificate shall then be returned by the Company to the relevant Leaver as soon as reasonably practicable.

15. General provisions relating to Compulsory Transfers

15 1 If the Fair Price is not agreed between the relevant transferor (or, where article 14 9 applies, the holder of the Capped Shares concerned) and the Company pursuant to article 14 5 above, then it shall be determined by the Independent Expert as at the Leaving Date and in such circumstances

- (a) the Company shall immediately instruct the Independent Expert to determine the Fair Price
 - (i) assuming a sale on the Leaving Date as between a willing vendor and a willing purchaser of the whole of the issued shares of the Company in the open market, and
 - (ii) by attributing to the Leaver Shares (or, where applicable, the Capped Shares) such proportion of the Exit Proceeds calculated above as the Independent Expert shall consider consistent with the rights of those

Shares under article 6 and applying no discount to those Shares to the extent they comprise a minority interest,

but for the purposes of such determination, no value shall be attributed to any Deferred Shares and any Treasury Shares shall be disregarded,

- (b) the Independent Expert shall certify the Fair Price as soon as possible after being instructed by the Company and, in so certifying, the Independent Expert shall be deemed to be acting as experts and not as arbitrators and the Arbitration Act 1996 shall not apply,
 - (c) the certificate of the Independent Expert shall, in the absence of manifest error, be final and binding, and
 - (d) the Company shall procure that any certificate required under this article is obtained as soon as reasonably practicable and the cost of obtaining such certificate shall be borne as to one half by the Company and as to one half by the Leaver, unless the Fair Price as determined by the Independent Expert is not more than 115% of that price (if any) which the Company or the Investors had previously notified to the Leaver as being in its opinion the Fair Price, in which event the cost shall be borne in full by the Leaver
- 15 2 The Company shall on request promptly supply the Leaver, the Investor Directors and the Independent Expert (or the Independent Expert as the case may be) with all such information concerning its affairs, assets and financial position as is fair and reasonable to enable them to form a view as to the Fair Price of the relevant Leaver Shares (or, where applicable, Capped Shares)
- 15 3 Completion of the sale and purchase of the Leaver Shares pursuant to a Compulsory Transfer shall take place during normal business hours at the Office within five Business Days of the later of
- (a) Good Leaver Price or the relevant Leaver Sale Price, as applicable, having been agreed, determined or certified in accordance with these articles,
 - (b) (as the case may be) the completion of any relevant statutory process required to effect any purchase of Leaver Shares by the Company in accordance with Act, or
 - (c) the identification of the person to whom such Leaver Shares are to be transferred in accordance with article 15 7,

or at such other place and/or at such time during normal business hours as the Company (acting with Investor Consent or by Investor Direction) may specify, when the relevant Leaver shall deliver to the Company at the Office or such other place as shall have been specified by the Company (acting with Investor Consent or by Investor Direction) a duly executed stock transfer form in respect of the relevant Leaver Shares together with the relevant share certificates (or an indemnity in respect any lost share certificate in a form satisfactory to the Board (acting reasonably)) against payment of the Leaver Sale Price for such Leaver Shares Payment must be

- (i) in the form of a cheque (drawn on a London clearing bank) delivered at the Office or such other place as shall have been specified by the Company (acting with Investor Consent) or by Investor Direction, or
- (ii) by electronic funds transfer or any other method of payment as may be specified by the Company (with Investor Consent) or by Investor Direction

15 4 Save in the case of an acquisition of any Leaver Shares by the Company under the provisions of these articles, if any Leaver defaults in transferring any of his Leaver Shares pursuant to article 14 (Compulsory transfers) or this article 15, the Company may

- (a) receive the relevant purchase money in whatever form, and
- (b) nominate any person to execute, complete and deliver an instrument of transfer of such Leaver Shares together with any other documents necessary to effect the transfer of such Leaver Shares, in the name and on behalf of the relevant Leaver,

and thereafter, when such instrument has been duly stamped, the Company shall cause the name of the proposed transferee to be entered in the register of members of the Company as the holder of such Leaver Shares and shall hold the purchase money on trust (without interest) for the relevant Leaver. The receipt by the Company of the purchase money shall be a good discharge to the proposed transferee (who shall not be bound to see to the application thereof) and, after his name has been so entered in the register of members of the Company, the validity of the proceedings shall not be questioned by any person

15 5 In the case of any acquisition of Leaver Shares by the Company under the provisions of these articles, if the Leaver defaults in transferring any Leaver Shares pursuant to article 14 and this article 15, the Company shall be entitled to nominate any person to execute, complete and deliver a buyback agreement, an instrument or form of transfer relating to the buyback of such Leaver Shares, together with any other documents necessary to effect the purchase by the Company of the Leaver Shares, in the name and on behalf of the relevant Leaver and thereafter, when the applicable instrument or form of transfer has (if appropriate) been duly stamped, the Company shall cause such share capital to be cancelled in accordance with the Act and shall hold the purchase money in whatever form on trust (without interest) for the relevant Leaver

15 6 Where any Leaver's Leaver Shares were originally acquired by that Leaver by way of transfer rather than allotment, references to the Issue Price in article 14 4 shall, in relation to such Leaver's Leaver Shares, be deemed to be references to the amount paid by such Leaver on such transfer

15 7 The person(s) (which may be or include an Employee Trust and/or, subject to compliance with the Act, the Company) to whom the number and class of Leaver Shares shall be transferred in or pursuant to a Leaver Sale Notice shall be as specified in the relevant Investor Direction (at the sole discretion of an Investor Majority) provided always that the Leaver Sale Notice may reserve to an Investor Direction (which may be given after the date of the Leaver Sale Notice) the right to finalise the identity of the person or persons to whom the number and class of Leaver Shares shall be transferred, before or after the Fair Price has been agreed or determined in accordance with these articles

15 8 If, having been identified in or pursuant to a Leaver Sale Notice, any person fails to complete the transfer of all or any of the number and class of Shares in or pursuant to a Leaver Sale Notice, then the Leaver Sale Notice shall be deemed to be amended so that such Shares shall be transferred to such other person(s) as may subsequently be nominated by Investor Direction (and notified to the Leaver) provided that the above provisions shall be subject to any contrary direction contained in the Leaver Sale Notice

15 9 Where the Fair Price is to be determined by the "Independent Expert" it shall be determined by an independent firm of chartered accountants of repute appointed by the Board (with the agreement of each of the Investor Director(s) and the Relevant

Executive or, in the event of failure to agree, by the President from time to time of the Institute of Chartered Accountants in England and Wales)

15 10 The terms of engagement of the Independent Expert (including without limitation his fees and costs and any limitations on liability) shall be such reasonable commercial terms as shall be agreed between the Independent Expert and the Board (acting with Investor Consent), consistently with the following provisions of this article 15 10

- (a) the Independent Expert shall act as an expert and not as an arbitrator,
- (b) the Independent Expert shall be instructed to issue his determination in writing and address and supply it to the Company and the Relevant Executive (the "**Relevant Parties**"),
- (c) the Independent Expert shall be instructed to take account of such representations as may be made by the Relevant Parties as he shall see fit, and each of the Relevant Parties shall be entitled to make such representations separately but shall do so as expeditiously as reasonably possible, and
- (d) the Independent Expert shall be instructed to make his determination as expeditiously as is reasonably possible

15 11 The terms of engagement need only be signed between the Independent Expert and the Company (with Investor Consent) but shall bind all of the Relevant Parties

15 12 Subject to obtaining Investor Consent, the Company shall in that capacity act as it shall see fit in its absolute discretion, and (absent its proven fraud or wilful default) shall not in that capacity be under any liability to any of the Relevant Parties or any other person

15 13 Nothing shall oblige the Company to enforce any terms of engagement or other rights against the Independent Expert unless it shall first have been indemnified and secured to its reasonable satisfaction against any costs, expenses and other liability that may be thereby involved, after taking account of any due proportion of those costs, expenses and liability that should be borne by it having regard to its financial interest in the matter being determined

15 14 Each of the Company and the Relevant Executive shall, promptly after request, supply the Independent Expert with such information as he may from time to time reasonably require for the purposes of making his determination

16 Compliance

16 1 For the purpose of ensuring compliance with article 13 (Permitted Share transfers), the Company shall immediately on an Investor Direction and may with Investor Consent require any Leaver or other Shareholder (other than an Investor) to procure that he or any Permitted Transferee of his or it, provides to the Company any information and/or evidence relevant to such purpose and failing such information and/or evidence being provided the Board shall forthwith upon receipt of an Investor Direction, or otherwise may with Investor Consent, notify the relevant Leaver or Shareholder (the "**Defaulting Shareholder**") that a breach of the transfer provisions set out in these articles is deemed to have occurred, whereupon

- (a) the Company shall refuse to register any transfer of the Relevant Default Shares (otherwise than with Investor Consent),

(b) the Relevant Default Shares shall cease to confer on the holder thereof (or any proxy thereof) any rights

(i) to vote (whether on a show of hands or on a poll or on a written resolution and whether exercisable at a general meeting of the Company or at any separate meeting of the class in question), or

(ii) to receive dividends or other distributions (other than an amount equal to the Issue Price of the Relevant Default Shares upon a return of capital),

as may otherwise attach to the Relevant Default Shares or to any further Shares issued pursuant to the exercise of a right attaching to any of the Relevant Default Shares or in pursuance of an offer made to the holder thereof, and

(c) if the Defaulting Shareholder is not a Leaver, he shall (upon an Investor Direction), or if no such Investor Direction is made, he may be required at any time following receipt of written notice from the Company to transfer (or procure the transfer of) some or all of the Relevant Default Shares to such person(s) and at such price as is determined by the Board (with Investor Consent) or as directed by an Investor Direction

16 2 The rights attaching to the Relevant Default Shares referred to in article 16 1 may be reinstated either by the Board (with Investor Consent) or, if earlier, upon the completion of the transfer of the Relevant Default Shares or other transfer as contemplated by article 16 1(c)

16 3 For the purposes of this article 16, the expression "**Relevant Default Shares**" shall mean the Shares which the Defaulting Shareholder holds or to which he is entitled and any Shares formerly held by him which have been transferred in breach of article 11 (Permitted Share transfers)

16 4 Each Shareholder hereby irrevocably authorises and instructs the Company and any Director as his agent to execute or sign all documents and do all things necessary or desirable on his behalf to give effect to the provisions of this article 16¹

17. Drag Along

17 1 In these articles a "**Qualifying Offer**" shall mean a bona fide third party offer in writing on arm's length terms by or on behalf of any person (the "**Offeror**") for all the Shares (which need not include Treasury Shares) and Subscription Rights of the Company not already owned by the Offeror or persons Connected or Acting in Concert with the Offeror

17 2 Whenever a Qualifying Offer is made, the holders of a Majority of the A Ordinary Shares in issue at the relevant time (the "**Accepting Shareholders**") shall have the right to require (in the manner set out in article 17 3) all of the remaining Shareholders (for the purposes of this article 17, the "**Other Shareholders**") to accept the Qualifying Offer in full provided that the right granted to the holders of the A Ordinary Shares pursuant to this article 17 2 shall only be exercisable on or after the fifth anniversary of the Adoption Date unless either

(a) the holders of a Majority of the B Ordinary Shares in issue at the relevant time consent in writing to the earlier exercise, or

- (b) the right is exercised at any time before such fifth anniversary but during a Default Period
- 17.3 Where the Accepting Shareholders wish to accept a Qualifying Offer and also require the Other Shareholders to accept the same terms of such Qualifying Offer (but having regard to the entitlements to the Exit Proceeds arising therefrom provided for in the Investment Agreement and these articles), they shall give written notice to the Other Shareholders and the Company of their wish to accept the Qualifying Offer and shall become entitled to sell their Shares to the Offeror (or his or its nominee) and the Other Shareholders shall thereupon become bound to accept the Qualifying Offer (on the same terms, subject to article 17.5, as such Qualifying Offer has been made to the Accepting Shareholders) and to transfer their Shares to the Offeror (or his or its nominee) with full title guarantee on the date specified by the Accepting Shareholders, provided always that the Investors shall not be required to give any warranties, covenants, indemnities or undertakings other than in respect of their respective title to the relevant Shares held by them
- 17.4 If any Other Shareholder does not, within five Business Days of being required to do so, execute and deliver a transfer in respect of the Shares held by him and deliver the certificate(s) in respect of the same (or an indemnity in lieu thereof in a form satisfactory to the Board (acting reasonably)), then any Accepting Shareholder shall be entitled
- (a) to transfer such Other Shareholder's Shares directly to the Offeror or to his nominee(s),
 - (b) to execute, or authorise and instruct such person as he thinks fit to execute, the necessary transfer and indemnities (where applicable) on such Other Shareholder's behalf, and
 - (c) against receipt by the Company (on trust for such Other Shareholder) of the consideration payable for the relevant Shares, to deliver such transfer and certificate(s) or indemnities to the Offeror (or his nominee(s)) and register such Offeror (or his nominee(s)) as the holder of those Shares,
- and the validity of such proceedings shall not be questioned by any person
- 17.5 The proceeds of sale arising in connection with any Qualifying Offer shall be allocated in a manner consistent with the principles set out in article 6 (Return of Capital and Exit Events) after giving effect to the provisions of the Investment Agreement relating to the Loan Notes
- 17.6 Each Other Shareholder shall pay its pro-rata share (as a deduction from the gross pre-tax proceeds to be received, without prejudice to any other deductions lawfully required to be made) of the reasonable costs as approved by the Board incurred by the Accepting Shareholders in connection with the relevant Qualifying Offer and the transfer of the Shares held by the Other Shareholders, to the extent that such costs have been incurred on behalf of the Accepting Shareholders and all of the Other Shareholders
- 17.7 While this article 17 applies to the Other Shareholders, their Shares may not be transferred other than pursuant to this article 17

18. Drag along and compulsory voting on a Listing

- 18.1 If a Majority of the holders of the A Ordinary Shares in issue at the relevant time agree after the fifth anniversary of the Adoption Date that any Ordinary Shares should be

admitted to Listing then they shall give written notice of this to all other Shareholders (for the purposes of this article 18, the "**Other Shareholders**") and

- (a) all the other Shareholders shall be deemed to have voted in favour of all resolutions and to have waived or consented to all matters requiring a waiver or consent pursuant to these articles which are necessary to enable the Listing to proceed and are of a procedural nature which do not adversely affect the economic value of their interests or shareholdings, and
- (b) upon written notice from the holders of a Majority the A Ordinary Shares then in issue to the Other Shareholders, each Other Shareholder shall be obliged to sell to the sponsor or nominated adviser on the Listing or as such sponsor or nominated adviser directs such percentage of New Ordinary Shares held by such Other Shareholder as is equal to the percentage of each holder's holding of New Ordinary Shares which are being sold on the Listing at a price per Ordinary Share equal to the price at which each New Ordinary Share deriving from the A Ordinary Shares is being sold. For these purposes, "**New Ordinary Shares**" shall mean those ordinary shares in the Company in existence after a capital reorganisation has been effected in preparation for the Listing (having regard to the provisions of article 6)

18.2 While this article 18 applies to the Other Shareholders, their Shares may not be transferred other than pursuant to this article 18

19. Tag Along

19.1 Subject to article 19.5, in circumstances where any Shareholders are not required to transfer their Shares pursuant to article 17, if at any time one or more Shareholders (the "**Proposed Sellers**") propose to sell to any person (the "**Proposed Purchaser**"), in one or a series of related transactions, such number of Shares which would, if registered, result in the Proposed Purchaser (together with persons Connected or Acting in Concert with him but not including the Proposed Sellers) acquiring fifty per cent (50%) or more of the A Ordinary Shares then in issue (a "**Proposed Sale**"), the Proposed Sellers shall give written notice (the "**Proposed Sale Notice**") to the other Shareholders and the Company of any Proposed Sale at least five Business Days prior to the proposed date of completion of such Proposed Sale and procure that the Proposed Purchaser offers to acquire from the Tag Sellers (as defined below) that Tag Seller's Shares on the terms which allow that Tag Seller to sell his Shares as provided for in this article 19

19.2 The Proposed Sale Notice shall set out, to the extent not described in any accompanying documents, the identity of the Proposed Purchaser, subject to article 19.5, the sale price and other terms and conditions of payment, the proposed date of sale and the number of Shares to be acquired by the Proposed Purchaser provided always that the Investors shall not be required to give any warranties, covenants, indemnities or undertakings other than in respect of their respective title to the relevant Shares held by them

19.3 Any other Shareholder (not being a Proposed Seller) (a "**Tag Seller**") shall then be entitled by written notice given to the Proposed Sellers within five Business Days of receipt of the Proposed Sale Notice to sell all of his Shares to the Proposed Purchaser on the same terms subject to article 19.5, including as to price per Share and timing as to completion, as apply to the Proposed Sale as set out in the Proposed Sale Notice

19.4 Each Tag Seller will be required, in order to sell his Shares as part of a Proposed Sale, to transfer the legal and beneficial title to his Shares together with all rights attaching to them, with full title guarantee and free from all encumbrances and third party rights and

may be required to give such other warranties, indemnities, covenants and undertakings as are required by the Proposed Purchaser

- 19 5 The provisions of articles 19 1 and 19 2 shall not apply to any Proposed Sale which is a Permitted Transfer or which is to take place pursuant to a Qualifying Offer under article 17 or in relation to a Listing under article 18 If any Shareholder is not given the rights given to him under this article 19 no transfer shall take place
- 19 6 The proceeds of sale arising in connection with any Proposed Sale shall be allocated in a manner consistent with the principles set out in article 6 (Return of capital and Exit Events)
- 19 7 Each Tag Seller shall pay his pro-rata share (as a deduction from the gross pre-tax proceeds to be received, without prejudice to any other deductions lawfully required to be made) of the costs incurred by the Proposed Sellers in connection with the relevant Proposed Sale and the transfer of the Shares held by the Tag Sellers, to the extent that such costs have been incurred on behalf of the Proposed Sellers and all of the Tag Sellers

20. Lien

- 20 1 The Company shall have a first and paramount lien on every Share (whether or not a fully paid Share) for all moneys (whether presently payable or not) payable or otherwise owing by the relevant Shareholder (or any Associate of such Shareholder) to the Company or any 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 The Company's lien on a Share shall extend generally as above as well as to any amount payable in respect of it
- 20 2 Notwithstanding any other provision of these articles, the Company may (upon an Investor Direction) sell any Shares on which the Company has a lien to such person(s) and at a price determined by the Board with Investor Consent or as directed by an Investor Direction, if a sum in respect of which the lien exists is presently payable and is not paid within 14 days after notice in writing has been given to the Shareholder or to the person entitled to the relevant Share in consequence of the death or bankruptcy of the Shareholder, demanding payment and stating that if the notice is not complied with the Shares may be sold
- 20 3 Each Shareholder hereby irrevocably authorises and instructs the Company and any Director as his agent and attorney to execute or sign all documents and do all things necessary or desirable to give effect to the provisions of article 20 2
- 20 4 Where any Share is sold pursuant to this article 20, the transferee shall not be bound to see to the application of the consideration and the transferee's title shall not be affected by any irregularity in or invalidity of the process leading to the sale of any Shares pursuant to this article 20
- 20 5 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary of the Company and that a Share has been sold to satisfy the Company's lien on a specified date
- (a) shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share, and
- (b) subject to compliance with any other formalities of transfer required by these articles or by law, shall constitute a good title to the Share

20 6 If

- (a) the Company has a lien over a Share, and
- (b) the Company is entitled under article 20 2 to sell that Share,

the Company may, instead of selling that Share, deduct from any dividend or other sum payable in respect of the Share any sum of money which is payable to the Company in respect of that Share to the extent that it has not been paid within 14 days after notice has been given pursuant to article 20 2 Money so deducted shall be used to pay any of the sums payable in respect of that Share The Company shall notify the distribution recipient in writing of

- (i) the fact and sum of any such deduction,
- (ii) any non-payment of a dividend or other sum payable in respect of a Share resulting from any such deduction, and
- (iii) how the money deducted has been applied

21. Appointment, removal and retirement of Directors

21 1 Subject to the provisions of the Investment Agreement, the Company may by ordinary resolution and the Directors may (in each case subject to prior Investor Consent) appoint a person (willing to act) to be a Director either to fill a vacancy or as an additional Director

21 2 Unless otherwise determined by ordinary resolution, the number of Directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two

21 3 A person willing to so act may be appointed as a Director at any time by a notice (or notices) in writing to the Company

- (a) signed by or on behalf of the Investors, or
- (b) signed by all the then Directors,

and such appointment shall take effect upon the notice being received at the Office or such later date as may be specified in the notice

21 4 The Investor Directors shall be subject to appointment and removal in accordance with the provisions of the Investment Agreement and not otherwise

21 5 Article 18 of the Model Articles shall be amended by the addition of the following events requiring the office of a Director to be vacated

- (a) he becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs and the other directors resolve that his office is vacated,
- (b) being a Director designated an Investor Director, a notice is served by holders entitled to give such notice on the Company removing him from the office,
- (c) (in the case of an executive Director only) he shall, for whatever reason, cease to be employed by or provide services to the Company or any Subsidiary Undertaking of the Company, or

- (d) being a Director, other than one designated as an Investor Director, he is removed by a notice in writing to the Company signed by or on behalf of an Investor Majority and such removal shall take effect upon the notice being received at the Office or such later date as may be specified in the notice

22. Alternate Directors

22 1 A Director (other than an alternate director) may appoint any other Director or (in the case of an Investor Director) any other person whomsoever, to be an alternate director of the Company and may remove from office an alternate director so appointed

22 2 Any appointment or removal of an alternate director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors

22 3 The appointment of an alternate director shall not require approval by a resolution of the Board

22 4 A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum

22 5 An alternate director shall be entitled to

- (a) (subject to article 22 6) receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member,
- (b) attend and vote at any such meeting at which his appointor is not personally present and sign a Directors' written resolution (if his appointor is an Eligible Director in relation to that resolution and does not participate), and
- (c) generally to perform all the functions of his appointor as a Director in his absence,

but an alternate shall not be entitled to receive any remuneration from the Company for his services as an alternate director

22 6 An alternate may act as alternate to more than one Director and for the purposes of determining the quorum shall be counted, in addition to himself, as representing each appointor (in that absence of that appointor)

22 7 A Director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of each appointor

22 8 An alternate director shall cease to be an alternate director if his appointor ceases to be a Director

22 9 Save as otherwise provided in these articles, an alternate director

- (a) shall be deemed for all purposes to be a Director,
- (b) shall alone be responsible for his own acts and defaults,
- (c) is subject to the same restrictions as the Director appointing him, and
- (d) shall not be deemed to be the agent of the Director appointing him

23. Proceedings of Directors

- 23 1 The Directors may meet together for the dealing of business and otherwise regulate their meetings as they think fit
- 23 2 If all the Directors participating in a meeting are not physically present in the same place, the meeting shall be deemed to take place where the largest number of participators is assembled or, if no such group can be identified, at the location of the chairman
- 23 3 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company at any time before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it
- 23 4 A resolution in writing signed by the requisite Directors shall be as effective for all purposes as a resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form, each signed by one or more of the Directors, but need not be signed by an alternate director if signed by his appointor or vice versa. For these purposes, the requisite Directors shall be subject to article 23 5 that number of Eligible Directors as would, at a meeting of the Board duly convened and held, hold sufficient votes to pass the resolution concerned
- 23 5 No resolution shall be effective for the purposes of article 23 4 unless it is signed by an Investor Director then in office (or his alternate)
- 23 6 If a resolution is to be passed under article 23 4 then (to the extent reasonably practicable or unless otherwise directed in writing by an Investor Director) the Directors passing the same shall use reasonable endeavours to give prior notice to the other Directors entitled to vote on it of the nature of the resolution being proposed and, in any event, the Company will promptly provide the other Directors with a copy of the resolution as passed

24. Quorum and voting

- 24 1 Subject to articles 10 1(d) and 24 2, any two Directors shall constitute a quorum and a quorum of Directors must be present throughout all meetings of the Board
- 24 2 Save with Investor Consent, a meeting of the Directors held in the absence of an Investor Director (or a duly appointed alternate Director) shall not be quorate
- 24 3 Without prejudice to the obligation of each Director to declare an interest in accordance with sections 177 or 182 of the Act, a Director may vote at a meeting of the Directors or of a committee of the Directors on any resolution concerning a matter in which he has an interest, whether direct or indirect, or in relation to which he has a duty. Having so declared any interest he may have, the Director shall be counted in the quorum present when any such resolution is under consideration and if he votes on such resolution his vote shall be counted
- 24 4 Subject to article 10 1(e), questions arising at a meeting of the Directors shall be decided by a majority of votes and the chairman of the meeting shall not have a second or casting vote, in the case of an equality of votes
- 24 5 If at any meeting of the Directors or any committee of the Directors (including the Remuneration Committee where they are members of such committee) any Investor Director is not present in person (or by any alternate) then the Investor Director present

in person (or by any alternate) shall be entitled to exercise the vote of any absent Investor Director in addition to his own vote

25. Directors' interests

25 1 *Specific interests of a Director*

Subject to the provisions of the Act and provided (if these articles so require) that he has declared to the Directors in accordance with the provisions of these articles, the nature and extent of his interest, a Director may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest of the following kind

- (a) where a Director (or a person Connected with him) is party to or in any way directly or indirectly interested in, or has any duty in respect of, any existing or proposed contract, arrangement or transaction with the Company or any other undertaking in which the Company is in any way interested,
- (b) where a Director (or a person Connected with him) is a director, employee or other officer of, or a party to any contract, arrangement or transaction with, or in any way interested in, any Body Corporate promoted by the Company or in which the Company is in any way interested,
- (c) where a Director (or a person Connected with him) is a Shareholder or a shareholder in, employee, director, member or other officer of, or consultant to, a Group Undertaking of the Company,
- (d) where a Director (or a person Connected with him) holds and is remunerated in respect of any office or place of profit (other than the office of auditor) in respect of the Company or any Body Corporate in which the Company is in any way interested,
- (e) where a Director is given a guarantee, or is to be given a guarantee, in respect of an obligation incurred by or on behalf of the Company or any Body Corporate in which the Company is in any way interested,
- (f) where a Director (or a person Connected with him or of which he is a member or employee) acts (or any Body Corporate promoted by the Company or in which the Company is in any way interested of which he is a director, employee or other officer may act) in a professional capacity for the Company or any Body Corporate promoted by the Company or in which the Company is in any way interested (other than as auditor) whether or not he or it is remunerated for this,
- (g) an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest, or
- (h) any other interest authorised by ordinary resolution

25 2 *Interests of an Investor Director*

In addition to the provisions of article 25 1, subject to the provisions of the Act and provided (if these articles so require) that he has declared to the Directors in accordance with the provisions of these articles, the nature and extent of his interest, where a Director is an Investor Director he may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest arising from any duty he may owe to, or interest he may have as an employee, director, trustee, member, partner, officer or representative of, or a consultant to, or direct or indirect investor

(including without limitation by virtue of a carried interest, remuneration or incentive arrangements or the holding of securities) in

- (a) an Investor Fund Manager and/or the Alcuin Manager,
- (b) any of the funds advised or managed by an Investor Fund Manager and/or the Alcuin Manager from time to time, or
- (c) another Body Corporate or firm in which an Investor Fund Manager and/or the Alcuin Manager or any fund advised by such Fund Manager has directly or indirectly invested, including without limitation any portfolio companies

25 3 *Interests of which a Director is not aware*

For the purposes of this article 25, 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

25 4 *Accountability of any benefit and validity of a contract*

In any situation permitted by this article 25 (save as otherwise agreed by him) a Director shall not by reason of his office be accountable to the Company for any benefit which he derives from that situation and no such contract, arrangement or transaction shall be avoided on the grounds of any such interest or benefit

25 5 *Terms and conditions of Board authorisation*

Subject to article 25 6, any authority given in accordance with section 175(5)(a) of the Act in respect of a Director ("**Interested Director**") who has proposed that the Directors authorise his interest ("**Relevant Interest**") pursuant to that section may, for the avoidance of doubt

- (a) be given on such terms and subject to such conditions or limitations as may be imposed by the authorising Directors as they see fit from time to time, including without limitation
 - (i) restricting the Interested Director from voting on any resolution put to a meeting of the Directors or of a committee of the Directors in relation to the Relevant Interest,
 - (ii) restricting the Interested Director from being counted in the quorum at a meeting of the Directors or of a committee of the Directors where such Relevant Interest is to be discussed, or
 - (iii) restricting the application of the provisions in articles 25 7 and 25 8, so far as is permitted by law, in respect of such Interested Director,
- (b) be withdrawn, or varied at any time by the Directors entitled to authorise the Relevant Interest as they see fit from time to time, and

subject to article 25 6, an Interested Director must act in accordance with any such terms, conditions or limitations imposed by the authorising Directors pursuant to section 175(5)(a) of the Act and this article 25

25 6 *Terms and conditions of Board authorisation for an Investor Director*

Notwithstanding the other provisions of this article 25, it shall not (save with the consent in writing of an Investor Director) be made a condition of any authorisation of a

matter in relation to that Investor Director in accordance with section 175(5)(a) of the Act, that he shall be restricted from voting or counting in the quorum at any meeting of, or of any committee of the Directors or that he shall be required to disclose, use or apply confidential information as contemplated in article 25 8

25 7 *Director's duty of confidentiality to a person other than the Company*

Subject to article 25 8 (and without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this article 25), if a Director, otherwise than by virtue of his position as director, receives information in respect of which he owes a duty of confidentiality to a person other than the Company, he shall not be required

- (a) to disclose such information to the Company or to any Director, or to any officer or employee of the Company, or
- (b) otherwise to use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director

25 8 Where such duty of confidentiality arises out of a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, article 25 7 shall apply only if the conflict arises out of a matter which falls within article 25 1 or article 25 2 or has been authorised under section 175(5)(a) of the Act

25 9 *Additional steps to be taken by a Director to manage a conflict of interest*

Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director may take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the Directors for the purpose of or in connection with the situation or matter in question, including without limitation

- (a) absenting himself from any discussions, whether in meetings of the Directors or otherwise, at which the relevant situation or matter falls to be considered, and
- (b) excluding himself from documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information

25 10 *Requirement of a Director to declare an interest*

Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by article 25 1 or article 25 2 at a meeting of the Directors, or by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required by a Director in relation to an interest

- (a) falling under article 25 1(g),

- (b) if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware), or
- (c) if, or to the extent that, it concerns the terms of his service contract (as defined by section 227 of the Act) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under these articles

25 11 *Shareholder approval*

Subject to section 239 of the Act, the Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of this article 25

25 12 For the purposes of this article 25

- (a) a conflict of interest includes a conflict of interest and duty and a conflict of duties,
- (b) the provisions of section 252 of the Act shall determine whether a person is connected with a Director, and
- (c) 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

26. Proceedings of Shareholders and Written Resolutions

- 26 1 No business shall be transacted at any general meeting unless a quorum of Shareholders is present at the time when the meeting proceeds to business and, subject to article 26 4, for its duration
- 26 2 Subject to article 26 3, two persons entitled to vote upon the business to be transacted, each being a Shareholder or a proxy for a Shareholder or a duly authorised representative of a Shareholder that is a corporation shall be a quorum
- 26 3 Save with Investor Consent, a meeting of the Shareholders held in the absence of an Investor (or a duly appointed proxy or representative of an Investor) shall not be quorate
- 26 4 If within half an hour from the time appointed for the meeting a quorum is not present, or if during a meeting a quorum ceases to be present for a period exceeding 30 minutes, the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other time and place as the Shareholders present may decide
- 26 5 If a chairman of the Board has been appointed, that person shall chair general meetings if present and willing to do so. If no such chairman has been appointed, or if the chairman is unwilling to chair the general meeting or is not present within 30 minutes of the time at which a meeting was due to start
 - (a) the Directors present, or

- (b) (if no Directors are present), the meeting, must appoint a Director or Shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting. The person chairing a meeting in accordance with this article is referred to in these articles as the **"chairman of the meeting"**
- 26 6 If any two or more Shareholders (or Qualifying Persons representing two or more Shareholders) attend the meeting in different locations, the meeting shall be treated as being held at the location specified in the notice of the meeting, save that if no one is present at that location so specified, the meeting shall be deemed to take place where the largest number of Qualifying Persons is assembled or, if no such group can be identified, at the location of the chairman
- 26 7 The instrument appointing a proxy and any authority under which it is executed or a certified copy of such authority or in some other way approved by the Board must be delivered to the Office not less than 48 hours before the time appointed for the holding of the meeting or delivered to the place of the meeting at any time before the time appointed for the holding of the meeting
- 26 8 Proxies may only validly be appointed by a notice in writing (a **"proxy notice"**) which
- (a) states the name and address of the Shareholder appointing the proxy,
 - (b) identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed,
 - (c) is signed by or on behalf of the Shareholder appointing the proxy and accompanied by any authority under which it is signed (or a certified copy of such authority or a copy of such authority in some other way approved by the Directors), and
 - (d) is delivered to the Company in accordance with these articles and any instructions contained in the notice of the general meeting to which they relate
- 26 9 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, a poll is duly demanded
- 26 10 Subject to the provisions of the Act and article 10 (Default Events), a poll may be demanded at any general meeting by the chairman, or by any Shareholder present in person or by proxy and entitled to vote or by a duly authorised representative of a corporation which is a Shareholder entitled to vote
- 26 11 The chairman of the meeting shall not, in the case of an equality of votes, whether on a show of hands or on a poll, be entitled to exercise any second or casting vote
- 26 12 If a demand for a poll is withdrawn under article 44(3) of the Model Articles, the demand shall not be taken to have invalidated the result of a show of hands declared before the demand was made and the meeting shall continue as if the demand had not been made
- 26 13 Subject always to article 9 (Variation of rights) and to article 10 (Default Events), the provisions of these articles relating to general meetings of the Company or to the proceedings thereat shall, with the necessary changes being made, apply to every separate meeting of the holders of any class of Share, except
- (a) the necessary quorum shall be two persons, present in person or by proxy or by duly authorised representative (if a corporation), who together hold or

represent at least 75% in nominal value of the issued shares of the relevant class (unless all the Shares of that class are registered in the name of a single Shareholder, in which case the quorum shall be that Shareholder, his proxy or duly authorised representative (if a corporation)), but so that if, at any adjourned meeting of such holders, such a quorum is not present, then those holders who are present (in person or by proxy or by a duly authorised representative (if a corporation)) shall be a quorum,

- (b) any holder of Shares of the relevant class present in person or by proxy or by duly authorised representative (if a corporation) may demand a poll, and
- (c) the holders of the Shares of the relevant class shall, on a poll, have one vote in respect of every Share of that class held by each of them

26 14 No voting rights attached to a Share which is nil paid may be exercised

- (a) at any general meeting, at any adjournment of it or at any poll called at or in relation to it, or
- (b) on any proposed written resolution,

unless all or some of the amounts payable to the Company in respect of that Share have been paid

26 15 Shareholder resolutions may be passed in writing as provided in Chapter 2 of Part 13 of the Act

26 16 For the purposes of article 26 15 a resolution in writing may consist of several documents in the same form each signed by one or more members. In the case of a corporation the resolution may be signed on its behalf by a director or by its duly appointed or duly authorised representative

27 Notices

27 1 Subject to the requirements set out in the Act, any notice given or document sent or supplied to or by any person under these articles, or otherwise sent by the Company under the Act, may be given, sent or supplied

- (a) in Hard Copy Form, or
- (b) in Electronic Form,

or partly by one of these means and partly by the other of these means

Notices shall be given and documents supplied in accordance with the procedures set out in the Act, except to the extent that a contrary provision is set out in this article 27

Notices in Hard Copy Form

27 2 Any notice or other document in Hard Copy Form given or supplied under these articles may be delivered or sent by first class post (airmail if overseas)

- (a) to the Company or any other company at its registered office, or
- (b) to the address notified to or by the Company for that purpose, or

- (c) in the case of an intended recipient who is a Shareholder or his legal personal representative or trustee in bankruptcy, to such Shareholder's address as shown in the Company's register of members, or
- (d) in the case of an intended recipient who is a Director or alternate, to his address as shown in the register of directors, or
- (e) to any other address to which any provision of the Act authorises the document or information to be sent or supplied, or
- (f) where the Company is the sender, if the Company is unable to obtain an address falling within one of the addresses referred to in paragraphs (a) to (e) inclusive above, to the intended recipient's address last known to the Company

27 3 Any notice or other document in Hard Copy Form given or supplied under these articles shall be deemed to have been served and be effective

- (a) if delivered, at the time of delivery, and
- (b) if posted, on receipt or 48 hours (72 hours if sent from or to overseas) after the time it was posted, whichever occurs first

Notices in Electronic Form

27 4 Subject to the provisions of the Act, any notice or other document in Electronic Form given or supplied under these articles may

- (a) if sent by fax or email (provided that a fax number or an address for email has been notified to or by the Company for that purpose and in that connection, any email address notified by a Shareholder to the Company or vice versa under the Investment Agreement for the purposes of the Company or any such person receiving notices by email shall be deemed to have been duly notified for the purposes of these articles), be sent by the relevant form of communication to that address, or
- (b) if delivered or sent by first class post (airmail if overseas) in an Electronic Form (such as sending a disk by post), be so delivered or sent as if in Hard Copy Form under article 27 2

For the purposes of sending any notice by email to any director (including any alternate director), the Company shall be entitled to send such notice to any email address for that director which has been provided by that director for that purpose or generally (and any email sent by any such director (in his capacity as a director) to any representative of the Company (in his capacity as such a representative) shall be deemed to be notice to the Company that the email address from which such communication was sent is a valid email address for the service of notice upon the director concerned)

27 5 Any notice or other document in Electronic Form given or supplied under these articles shall be deemed to have been served and be effective

- (a) if sent by facsimile or email (where a fax number or an address for email has been notified to or by the Company for that purpose), on receipt or 48 hours after the time it was sent, whichever occurs first,
- (b) if posted in an Electronic Form, on receipt or 48 hours after the time it was posted, whichever occurs first,

(c) if delivered in an Electronic Form, at the time of delivery

27 6 Where the Company is able to show that any notice or other document given or sent under these articles by Electronic Means was properly addressed with the Electronic Address supplied by the intended recipient, the giving or sending of that notice or other document shall be effective notwithstanding any receipt by the Company at any time of notice either that such method of communication has failed or of the intended recipient's non-receipt

27 7 In the case of joint Shareholders all notices shall be given to the joint Shareholder whose name stands first in the register of members of the company in respect of the joint holding (the "**Primary Holder**") Notice so given shall constitute notice to all the joint Shareholders

27 8 Anything agreed or specified by the Primary Holder in relation to the service, sending or supply of notices, documents or other information shall be treated as the agreement or specification of all the joint Shareholders in their capacity as such (whether for the purposes of the Act or otherwise)

28. Indemnities and insurance

28 1 Subject to the provisions of and so far as may be permitted by the Act

(a) every Director or other officer of the Company (excluding the Auditors) shall be indemnified by the Company (and the Company shall also be able to indemnify directors of any associated company (as defined in section 256 of the Act)) out of the Company's assets against all liabilities incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, provided that such director of the Company or any associated company is not indemnified by the Company against

(i) any liability incurred by the director to the Company or any associated company, or

(ii) any liability incurred by the director to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirements of a regulatory nature, or

(iii) any liability incurred by the director

(A) in defending any criminal proceedings in which he is convicted,

(B) in defending civil proceedings brought by the Company or any associated company in which final judgment (within the meaning set out in section 234 of the Act) is given against him, or

(C) in connection with any application under sections 661(3) or 661(4) or 1157 of the Act (as the case may be) for which the court refuses to grant him relief,

save that, in respect of a provision indemnifying a director of the Company or an associated company where that company is a trustee of an occupational pension scheme (as that term is used in section 235 of the Act) against liability incurred in connection with that company's activities as trustee of the scheme,

the Company shall also be able to indemnify any such director without the restrictions in articles 28 1(a)(I), 28 1(a)(III)(B) and 28 1(a)(III)(C) applying,

- (b) the Company may, provided that it is done so on the terms specified in section 205 of the Act, provide any director of the Company or an associated company with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or any associated company and otherwise may take any action to enable any such director to avoid incurring such expenditure, and
 - (c) the Directors may exercise all the powers of the Company to purchase and maintain insurance for any such Director or other officer against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company or any associated company including (if he is a director of a company which is a trustee of an occupational pension scheme) in connection with that company's activities as trustee of an occupational pension scheme
- 28 2 The Company shall (at the cost of the Company) effect and maintain for each Director policies of insurance insuring each Director against risks in relation to his office as each Director may reasonably specify including without limitation any liability which by virtue of any rule of law may attach to him in respect of any negligence, default of duty or breach of trust of which he may be guilty in relation to the Company

29. Call Notices

- 29 1 Subject to these articles and the terms on which Shares are allotted, and subject to Investor Consent, the Directors may send a notice (a "**Call Notice**") to a Shareholder requiring the Shareholder to pay the Company a specified sum of money (a "**call**") which is payable to the Company by that Shareholder when the Directors decide to send the Call Notice
- 29 2 A Call Notice
- (a) may not require a Shareholder to pay a call which exceeds the total sum unpaid on that Shareholder's Shares (whether as to the Share's nominal value or any sum payable to the Company by way of premium),
 - (b) shall state when and how any call to which it relates it is to be paid, and
 - (c) may permit or require the call to be paid by instalments
- 29 3 A Shareholder shall comply with the requirements of a Call Notice, but no Shareholder shall be obliged to pay any call before 14 days have passed since the notice was sent
- 29 4 Before the Company has received any call due under a Call Notice the Directors may
- (a) revoke it wholly or in part, or
 - (b) specify a later time for payment than is specified in the Call Notice, by a further notice in writing to the Shareholder in respect of whose Shares the call is made

- 29 5 Liability to pay a call shall not be extinguished or transferred by transferring the Shares *in respect of which it is required to be paid*. Joint holders of a Share shall be jointly and severally liable to pay all calls in respect of that Share
- 29 6 Subject to the terms on which Shares are allotted, the Directors may, when issuing Shares, provide that Call Notices sent to the holders of those Shares may require them to
- (a) pay calls which are not the same, or
 - (b) pay calls at different times
- 29 7 A Call Notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share (whether in respect of nominal value or premium)
- (a) on allotment,
 - (b) on the occurrence of a particular event, or
 - (c) on a date fixed by or in accordance with the terms of issue
- 29 8 If the due date for payment of such a sum as referred to in article 29 7 has passed and it has not been paid, the holder of the Share concerned shall be treated in all respects as having failed to comply with a Call Notice in respect of that sum, and shall be liable to the same consequences as regards the payment of interest and forfeiture
- 29 9 If a person is liable to pay a call and fails to do so by the Call Payment Date (as defined below)
- (a) the Directors may issue a notice of intended forfeiture to that person, and
 - (b) until the call is paid, that person shall be required to pay the Company interest on the call from the call payment date at the Relevant Rate (as defined below)
- 29 10 For the purposes of article 29 9
- (a) the "**Call Payment Date**" shall be the time when the call notice states that a call is payable, unless the Directors give a notice specifying a later date, in which case the "Call Payment Date" is that later date,
 - (b) the "**Relevant Rate**" shall be
 - (i) the rate fixed by the terms on which the Share in respect of which the call is due was allotted,
 - (ii) such other rate as was fixed in the Call Notice which required payment of the call, or has otherwise been determined by the Directors, or
 - (iii) if no rate is fixed in either of these ways, five per cent a year,provided that the Relevant Rate shall not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998(a)
- 29 11 The Directors may waive any obligation to pay interest on a call wholly or in part

- 29 12 The Directors may accept full payment of any unpaid sum in respect of a Share despite payment not being called under a Call Notice

30. Forfeiture of Shares

30 1 A notice of intended forfeiture

- (a) may be sent in respect of any Share in respect of which a call has not been paid as required by a Call Notice,
- (b) shall be sent to the holder of that Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise,
- (c) shall require payment of the call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not fewer than 14 days after the date of the notice,
- (d) shall state how the payment is to be made, and
- (e) shall state that if the notice is not complied with, the Shares in respect of which the call is payable will be liable to be forfeited

30 2 If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, then the Directors may decide that any Share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited Shares and not paid before the forfeiture

30 3 Subject to these articles, the forfeiture of a Share extinguishes

- (a) all interests in that Share, and all claims and demands against the Company in respect of it, and
- (b) all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company

30 4 Any Share which is forfeited in accordance with these articles

- (a) shall be deemed to have been forfeited when the Directors decide that it is forfeited,
- (b) shall be deemed to be the property of the Company, and
- (c) may be sold, re-allotted or otherwise disposed of as the Directors think fit

30 5 If a person's Shares have been forfeited then

- (a) the Company shall send that person notice that forfeiture has occurred and record it in the register of members,
- (b) that person shall cease to be a Shareholder in respect of those Shares,
- (c) that person shall surrender the certificate for the Shares forfeited to the Company for cancellation,
- (d) that person shall remain liable to the Company for all sums payable by that person under the articles at the date of forfeiture in respect of those Shares,

including any interest (whether accrued before or after the date of forfeiture), and

- (e) the Directors shall be entitled to waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal

30 6 At any time before the Company disposes of a forfeited Share, the Directors shall be entitled to decide to cancel the forfeiture on payment of all calls and interest and expenses due in respect of it and on such other terms as they think fit

30 7 If a forfeited Share is to be disposed of by being transferred, the Company shall be entitled to receive the consideration for the transfer and the Directors shall be entitled to authorise any person to execute the instrument of transfer

30 8 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary of the Company and that a Share has been forfeited on a specified date

- (a) shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share, and

- (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the Share

30 9 A person to whom a forfeited Share is transferred shall not be bound to see to the application of the consideration (if any) nor shall that person's title to the Share be affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the Share

30 10 If the Company sells a forfeited Share, the person who held it prior to its forfeiture shall be entitled to receive the proceeds of such sale from the Company, net of any commission, and excluding any sum which

- (a) was, or would have become, payable, and

- (b) had not, when that Share was forfeited, been paid by that person in respect of that Share,

but no interest shall be payable to such a person in respect of such proceeds and the Company shall not be required to account for any money earned on such proceeds

31 Surrender of Shares

31 1 A Shareholder shall be entitled to surrender any Share

- (a) in respect of which the Directors issue a notice of intended forfeiture,

- (b) which the Directors forfeit, or

- (c) which has been forfeited

The Directors shall be entitled to accept the surrender of any such Share

31 2 The effect of surrender on a Share shall be the same as the effect of forfeiture on that Share

- 31 3 The Company shall be entitled to deal with a Share which has been surrendered in the same way as a Share which has been forfeited