

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

SABRINA HOLDCO LIMITED
(the "Company")

WEDNESDAY



A19

A62RMAI9

22/03/2017

#367

COMPANIES HOUSE

Circulation Date

.... . 9 March 2017

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "2006 Act"), the directors of the Company (the "Directors") propose the following Written Resolutions - in the case of resolution numbered 1 as a Special Resolution and in the case of resolutions numbered 2 and 3 as Ordinary Resolutions

SPECIAL RESOLUTIONS

- 1 That the draft articles of association in the form attached to these written resolutions are approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all existing articles of association

ORDINARY RESOLUTION


- 2 That the sole issued ordinary share of £1 00 in the capital of the Company be reclassified as an A ordinary share of £1 00 in the capital of the Company having the rights as set out in the proposed Articles of Association.
- 3 That the directors be generally and unconditionally authorised for the purposes of section 551 of the Companies Act 2006 (the "2006 Act") to exercise all the powers of the Company to allot shares in the Company or to grant rights to subscribe for, or convert any securities into, shares in the Company up to the aggregate nominal amount specified next to each share class listed in the table below. This authority is in substitution for any existing authority to allot shares or grant rights in accordance with section 551 of the 2006 Act and shall expire on the fifth anniversary of the date of the passing of this resolution save that the Company may before that expiry make offers or agreements which would or might require relevant securities to be allotted after that expiry.

Share Class	Maximum Authorised Aggregate Nominal Amount (£)
A Ordinary Shares of £1 00 each	56,279.000
B Ordinary Shares of £1.00 each	23,720 000
C Ordinary Shares of £1.00 each	11,500 000

Preference Shares of £0.0001 each	253 878
-----------------------------------	---------

Please read the Notes overleaf attached before signifying your agreement to the Written Resolutions.

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, I the undersigned, being the sole eligible member of the Company who would have been entitled to vote on the resolutions set out above on the Circulation Date stated above hereby irrevocably agree to the resolutions, in the case of the resolution numbered 1 as a Special Resolutions and in the case of the resolution numbered 2 as an Ordinary Resolution:

.....


 duly authorised for and on behalf of
 Bridges Community Ventures Nominees Limited

by its attorney Ian Taylor

.....
 9
 March 2017

ARTICLES OF ASSOCIATION
(adopted on **9th March** 2017)

of

SABRINA HOLDCO LIMITED

(the "Company")

Incorporated on: 20 December 2016

Registered Number: 10533290

CONTENTS

Clause	Heading	Page
1	INTERPRETATION	1
2	LIABILITY OF MEMBERS	11
3	SHARE RIGHTS.....	11
4	SHARE TRANSFERS - GENERAL PROVISIONS, PERMITTED TRANSFERS	17
5	SHARE TRANSFERS – PRE-EMPTION PROVISIONS.....	19
6	SHARE TRANSFERS - MANDATORY TRANSFER NOTICE; LEAVER PROVISIONS.....	24
7	TRANSFER OF A CONTROLLING INTEREST	29
8	COME ALONG OPTION	32
9	COMPLIANCE BY SUBSIDIARIES.....	34
10	POWERS TO ISSUE DIFFERENT CLASSES OF SHARE	34
11	ISSUE OF NEW SHARES	34
12	PRE-EMPTION.....	34
15	DIRECTORS' GENERAL AUTHORITY	37
16	MEMBERS' RESERVE POWER.....	37
17	DIRECTORS MAY DELEGATE	38
18	COMMITTEES.....	38
19	DIRECTORS TO TAKE DECISIONS COLLECTIVELY	38
20	UNANIMOUS DECISIONS.....	38
21	CALLING A DIRECTORS' MEETING	39
22	PARTICIPATION IN DIRECTORS' MEETINGS	39
23	QUORUM FOR DIRECTORS' MEETINGS	39
24	CHAIRING OF DIRECTORS' MEETINGS.....	40

25	CASTING VOTE.....	40
26	DIRECTORS' INTERESTS AND CONFLICTS	40
27	RECORDS OF DECISIONS TO BE KEPT	42
28	DIRECTORS' DISCRETION TO MAKE FURTHER RULES	42
29	METHODS OF APPOINTING AND REMOVING DIRECTORS	42
30	TERMINATION OF DIRECTOR'S APPOINTMENT	43
31	DIRECTORS' REMUNERATION	43
32	DIRECTORS' EXPENSES	43
33	APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS	44
34	RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS	44
35	TERMINATION OF ALTERNATE DIRECTORSHIP	44
36	POWERS TO ISSUE DIFFERENT CLASSES OF SHARE AND PURCHASE OF OWN SHARES....	45
37	PAYMENT OF COMMISSIONS ON SUBSCRIPTION FOR SHARES.....	45
38	COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS	45
39	FRACTIONAL ENTITLEMENTS	45
40	COMPANY'S LIEN OVER SHARES.....	46
41	CALL NOTICES.....	47
42	LIABILITY TO PAY CALLS	47
43	WHEN CALL NOTICE NEED NOT BE ISSUED.....	48
44	FAILURE TO COMPLY WITH CALL NOTICE: AUTOMATIC CONSEQUENCES	48
45	NOTICE OF INTENDED FORFEITURE	48
46	DIRECTORS' POWER TO FORFEIT SHARES	49
47	EFFECT OF FORFEITURE	49

48	PROCEDURE FOLLOWING FORFEITURE.....	49
49	SURRENDER OF SHARES.....	50
50	SHARE CERTIFICATES.....	50
51	REPLACEMENT SHARE CERTIFICATES.....	51
52	SHARE TRANSFERS	51
53	TRANSMISSION OF SHARES	52
54	EXERCISE OF TRANSMITTEES' RIGHTS.....	52
55	PROCEDURE FOR DECLARING DIVIDENDS	52
56	CALCULATION OF DIVIDENDS.....	53
57	PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS	53
58	DEDUCTIONS FROM DISTRIBUTIONS IN RESPECT OF SUMS OWED TO THE COMPANY	53
59	NO INTEREST ON DISTRIBUTIONS.....	54
60	UNCLAIMED DISTRIBUTIONS	54
61	NON-CASH DISTRIBUTIONS	54
62	WAIVER OF DISTRIBUTIONS	54
63	DISTRIBUTION IN SPECIE ON WINDING UP.....	55
64	AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS	55
65	ATTENDANCE AND SPEAKING AT GENERAL MEETINGS	56
66	QUORUM FOR GENERAL MEETINGS	56
67	CHAIRING GENERAL MEETINGS.....	56
68	ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS	56
69	ADJOURNMENT	57
70	VOTING: GENERAL	57

71	ERRORS AND DISPUTES	57
72	POLL VOTES	58
73	CONTENT OF PROXY NOTICES	58
74	DELIVERY OF PROXY NOTICES	59
75	AMENDMENTS TO RESOLUTIONS.....	59
76	NO VOTING OF SHARES ON WHICH MONEY OWED TO COMPANY	59
77	CLASS MEETINGS.....	60
78	MEANS OF COMMUNICATION TO BE USED	60
79	WHEN INFORMATION DEEMED TO HAVE BEEN RECEIVED	61
80	COMPANY SEALS.....	61
81	NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS	62
82	PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS	62
83	SECRETARY.....	62
84	INDEMNITY	62
85	INSURANCE	62

1 INTERPRETATION

1.1 The relevant model articles (within the meaning of section 20 of the Companies Act 2006) are excluded

1.2 In these Articles:

- (a) headings are used for convenience only and shall not affect the construction or interpretation hereof;
- (b) unless the context otherwise requires, words and expressions defined in the Companies Act 2006 as in force on the Adoption Date (as defined below) shall be read as having those meanings where used in these Articles;
- (c) in the event of there being any conflict or inconsistency between any provision in Part A of these Articles and any provisions in Part B of these Articles, the provisions in Part A shall prevail;
- (d) the following words and expressions shall have the following meanings.

"A Ordinary Shares" A Ordinary Shares of £1.00 each in the capital of the Company having rights as set out in these Articles;

"Additional Equity" as defined in the Investment Agreement;

"Adoption Date" 9th March 2017;

"Applicable Regulator" means Ofsted, the Care Quality Commission and any other applicable regulatory body for the time being,

"Approved Transferee" as defined in article 5.13;

"Associate" as defined in article 7.1(c),

"these Articles" these articles of association as amended from time to time (and reference to an "article" shall be construed accordingly)

"B Ordinary Shares" B Ordinary Shares of £1.00 each in the capital of the Company having rights as set out in these Articles,

"Bad Leaver Price" the price per Share which is the lower of:

(a) fair value as at the Cessation Date, as agreed or determined pursuant to articles 5.6 and 5.7; and

(b) the Issue Price;

"Bad Leaver" means a person who becomes a Leaver:

(a) as a Bankrupt;

(b) for Cause; or

(c) who is at any time shown to be in breach of any restrictive covenants which may be binding on him pursuant to any agreement entered into by such Leaver in connection with any Group Company;

"Bankrupt"	a person who (i) petitions for his own bankruptcy or is declared bankrupt, or (ii) applies for an interim order under the Insolvency Act 1986, or (iii) makes a proposal for the adoption of a voluntary arrangement under the Insolvency Act 1986, or (iv) seeks a compromise of his debts with his creditors or any substantial part of his creditors,
"bankruptcy"	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
"Board Invitees"	a person or persons being actual or proposed directors, employees or officers of the Company or any Group Company or the trustees of an EBT selected by the Board with the written approval of an Investor Majority
"Board"	the board of directors of the Company from time to time;
"Budget"	as defined in the Investment Agreement,
"Business Day"	any day (other than a Saturday or Sunday) on which banks in London are generally open for the transaction of all classes of business usually carried out by them in sterling,
"Buyer"	as defined in article 7 1(a);
"C Ordinary Shares"	C Ordinary Shares of £1.00 each in the capital of the Company having rights as set out in these Articles;
"call notice"	as defined in article 41.1;
"call"	as defined, for the purposes of articles 41 to 47 only, in article 41.1,
"Called Shareholders"	as defined in article 8.2;
"Cause"	means the occurrence at any time of any of the following events with respect to the Leaver. <ul style="list-style-type: none"> (a) any act or omission to act by such Leaver (in his capacity as director, employee or consultant) that constitutes gross misconduct or fraud with respect to any Group Company including without limitation, the engagement by such Leaver in conduct constituting theft, embezzlement, conversion or any other act involving the misappropriation of any funds of any Group Company; (b) his summary dismissal pursuant to the terms of his appointment letter or consulting terms or service contract or where such Leaver's appointment, engagement or employment is otherwise validly summarily terminated; (c) a material breach by such Leaver of (i) clauses 7 or 11 of the Investment Agreement

	(ii) Article 5 of these Articles or (iii) of the warranties in the Investment Agreement or the warranties in the Purchase Agreement (as defined in the Investment Agreement) in either case as a result of fraud, wilful deceit or dishonesty, which, if capable of remedy, has not been remedied within 20 Business Days of written notice of such breach to such Leaver;
	(d) such Leaver's voluntary resignation;
	(e) such Leaver being disqualified from holding office as a company director under the Insolvency Act 1986 or the Company Directors Disqualification Act 1986;
"Cessation Date"	as defined in article 6.3(a);
"chairman"	means a person appointed as a Director and chairman pursuant to article 3.6(b);
"Companies Act"	the Companies Act 2006;
"Company's lien"	as defined in article 40.1;
"Controlling Interest"	as defined in article 7.1(d);
"CQC"	the Care Quality Commission (or such other successor or replacement body as may from time to time adopt any of the functions of the Care Quality Commission or perform similar functions to the Care Quality Commission),
"Custodians"	as defined in article 6.7(b)(ii);
"Debt Security"	means any debt security, or any other instrument or agreement (including facility or other loan agreement) evidencing indebtedness and any right or entitlement (in whatever form) to acquire the same whether by subscription, conversion, exchange or otherwise (and, in the case of a facility or other loan agreement, references in article 7 to the issue of, or subscription for, Debt Securities or other analogous terms shall be construed as the entry into the relevant loan documentation and the making of such loan or equivalent terms) (and "Debt Securities" shall be interpreted accordingly);
"Directors"	the Directors for the time being of the Company as a body or a quorum of the Directors present at a meeting of the Directors (and "Director" shall mean any one of such persons),
"Disenfranchisement Notice"	as defined in article 6.10(b);
"distribution recipient"	as defined in article 57.2;
"EBT"	any employee benefit trust in existence at the relevant time which was set up for the purposes of holding equity and/or debt securities issued by a

	Group Company on behalf of the directors, officers and/or employees of the Group;
"eligible directors"	as defined in article 20.3;
"Encumbrance"	means any interest or equity of any person (including any right to acquire, option or right of pre-emption or conversion) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement, or any agreement to create any of the above;
"Equity Security"	means any Equity Share and any right or entitlement (in whatever form) to acquire any Equity Share whether by way of subscription, conversion, exchange or otherwise;
"Equity Shares"	A Ordinary Shares, B Ordinary Shares and C Ordinary Shares and any other shares in the equity share capital (within the meaning of section 548 of the Companies Act) of the Company but excluding, for the avoidance of doubt, the Preference Shares;
"Executives"	means Gary Parker, Gregory Watson and any other person who at any time hereafter has entered into a deed of adherence to the Investment Agreement in the capacity as an Executive;
"Facilities Agreement"	as defined in the Investment Agreement;
"Finance Security"	as defined in the Investment Agreement,
"fully paid"	in relation to a Share, that the nominal value and any premium to be paid to the Company in respect of that Share have been paid to the Company;
"Fund"	any arrangement or undertaking for collective investment, whether structured as a partnership, company, trust or any other type of arrangement or undertaking whatsoever and howsoever constituted;
"Good Leaver Price"	fair value as at the Cessation Date, as agreed or determined pursuant to articles 5 6 and 5 7;
"Good Leaver"	a person who becomes a Leaver: <ul style="list-style-type: none"> (a) as a result of death or illness (including mental illness), disability or permanent incapacity through ill health (save where such illness, disability or ill health arises as a result of the abusive use of alcohol or unlawful drugs); or (b) as a result of redundancy; or (c) as a result of having been wrongfully dismissed by a Group Company save where such Leaver has been (i) paid in lieu of notice or (ii) permitted to work, and paid during their notice period or (iii) placed on garden leave and paid during their notice period, or (iv) any

combination of the same in each case such that the Leaver has been paid in full in respect of his full contractual notice period;

- (d) who the Remuneration Committee acting in its absolute discretion designates (with Investor Approval) as a Good Leaver,

provided that such person is not shown to be in breach of any restrictive covenants which may be binding on him pursuant to any agreement entered into by such Leaver in connection with any Group Company;

"Group Company"

the Company and any other company which is for the time being a subsidiary undertaking of the Company (and "Group" shall be construed accordingly),

"holder"

in relation to Shares, the person whose name is entered in the register of Members as the holder of the Shares;

"holding company"

a holding company within the meaning of section 1159 Companies Act but in addition as if that section provided that a body corporate is deemed to be a member of another body corporate where its rights in relation to that body corporate are held on its behalf or by way of security by another person but treated for the purposes of that section as held by it;

"Insolvency Event"

any of the following:

- (a) any resolution being passed for the winding up, or an application being made for the dissolution, of any Group Company;
- (b) an application being made to appoint an administrator or notice of an intention to appoint an administrator being issued in relation to any Group Company;
- (c) any receiver being appointed in respect of any assets of any Group Company;
- (d) any Group Company suspending payment of its debts or being found to be liable to be unable to pay its debts (within the meaning of s.123 Insolvency Act 1986); or
- (e) any Group Company putting forward proposals for a voluntary arrangement, scheme of arrangement or other compromise with its creditors generally or any class of creditors;

"Intermediate Leaver"

means a person who becomes a Leaver:

- (a) who is not either a Good Leaver or a Bad Leaver, or
- (b) who the Remuneration Committee, acting in its absolute discretion designated (with

Investor Approval) as an Intermediate Leaver and who would otherwise be a Bad Leaver;

"Intermediate Leaver Price"

a price calculated as follows:

- (a) Good Leaver Price in respect of the vested portion of C Ordinary Shares held by such Leaver or any Associate of such Leaver, and
- (b) Bad Leaver Price in respect of the unvested portion of C Ordinary Shares held by such Leaver or any Associate of such Leaver,

in each case according to the table below (and in each case the number of Shares comprised in the Vested Portion being rounded up to the nearest whole number);

Cessation Date	Vested Portion (%)	Unvested Portion (%)
Before 1st anniversary of Start Date	0	100
On/after 1st anniversary but before 2nd anniversary of Start Date	20	80
On/after 2nd anniversary but before 3rd anniversary of Start Date	40	60
On/after 3rd anniversary but before 4th anniversary of Start Date	60	40
On/after 4th anniversary but before 5th anniversary of Start Date	80	20
On/after 5th anniversary of Start Date	100	0

"Investment Agreement"

the Investment Agreement of even date with the Adoption Date between (1) the Company, (2) Sabrina Bidco Limited (3) Gregory Watson, (4) Gary Parker, (5) Steven Page; and (6) Bridges Evergreen Holdings Limited,

"Investor"

as defined in the Investment Agreement (or any person holding Shares as trustee, nominee,

	custodian or equivalent for an Investor),
"Investor Approval"	subject as provided in clause 14.5 of the Investment Agreement, the prior written consent or approval of Investors who constitute an Investor Majority;
"Investor Director"	a person appointed as a Director pursuant to article 3.6(a);
"Investor Loan Notes"	the £6,051,000 nominal secured loan notes 2024 of Sabrina Bidco Limited to be constituted by the instrument to be entered into by Sabrina Bidco Limited on or about the Adoption Date and any other Debt Securities, in each case issued by any Group Company from time to time;
"Investor Majority"	Investors holding (or whose trustee, nominee or custodian or equivalent hold) not less than one half of the total number of A Ordinary Shares for the relevant time being in issue and held by Investors;
"Issue Price"	the price per Share at which the relevant Shares are or have been issued (being the aggregate of the amount paid up or credited as paid up in respect of the nominal value thereof and any share premium thereon) or (for the purposes of Article 6) acquired by any Leaver or any Associate of any Leaver and, in the event that any Leaver or any Associate of any Leaver acquires Shares at different Issue Prices, the Issue Price in relation to the relevant Shares shall be the average of the different Issue Prices (calculated by reference to the number of Shares acquired at the relevant Issue Price);
"Leaver"	as defined in article 6.3;
"Leaver Shares"	as defined in article 6.4;
"Mandatory Transfer Notice"	a Transfer Notice which a Member is required to give or is deemed to have given pursuant to article 6;
"Material Default"	means any of the matters listed in article 3.3(c);
"Member"	any holder for the time being of Shares;
"Offer"	as defined in article 7.3,
"Ofsted"	the Office for Standards in Education Children's Services and Skills (or such other successor or replacement body as may from time to time adopt any of the functions of such office or perform similar functions to such office);
"Other Nominees"	as defined in article 5 8(d);
"Permitted Issue"	as defined in article 12.7;
"Permitted Transfer"	as defined in article 4.4;
"Preference Shareholder"	means a holder of Preference Shares;

"Preference Shares"	the redeemable preference shares of £0.0001 each in the capital of the Company having rights as set out in these Articles;
"Prescribed Period"	the period of 60 days referred to in either article 5.5(b) or article 5 6;
"Priority Notice"	as defined in article 6.7(a),
"Priority Shares"	as defined in article 6.7(b);
"Proposed Transferee"	as defined in article 5.5(a);
"proxy notice"	as defined in article 73.1;
"Registration"	any registration with (or other licence, permission, certification, qualification, consent or other approval from) Ofsted, CQC or any other applicable regulatory body required by any Group Company and/or its staff in connection with the provision of any services provided by any Group Company for the time being,
"Relevant Officer"	means any person who is or was at any time a director, secretary or other officer (except an auditor) of the Company or of any other Group Company;
"Remedial Plan"	in connection with circumstances referred to in Article 3.3(c)(vi)(C), a plan of action involving reasonable steps to remedy the relevant circumstances as soon as reasonably practicable and in any event such that the relevant Sites (or services) are rated at least 'good' or equivalent on completion of the next assessment of the relevant Applicable Regulator, such plan being drawn-up and settled in accordance with the process set out in Article 3.3(c);
"Remuneration Committee"	the remuneration committee of the Board to be established pursuant to the Investment Agreement;
"Restructure"	<p>an offer made by a limited liability company incorporated in England and Wales (the "New Holdco") in writing to the holders of Shares to acquire all the Shares in existence at the date of such offer which:</p> <p>(a) is made on the basis that:</p> <ul style="list-style-type: none"> (i) the consideration payable by the New Holdco to each holder of Shares shall be a matching number of shares in the capital of the New Holdco ("New Holdco Shares") of the same class and having the equivalent rights and being subject to the equivalent restrictions as are, at the date of the offer, held by such holder of Shares; (ii) the New Holdco Shares shall be credited as fully paid; (iii) the New Holdco Shares shall upon

allotment and issue constitute the entire issued share capital (with the exception of its subscribers' share) of the New Holdco;

- (iv) the articles of association of the New Holdco immediately following the Restructure will mirror these articles as in force immediately prior to the Restructure (save to the extent necessary or desirable to reflect the different name and company number of the New Holdco; to amend statutory references which have become out of date; and any other consequential changes of a non-material nature); and

(b) has Investor Approval,

"Sale Price"	as defined in article 5.5(b) and article 5.6,
"Sale Shares"	as defined in article 5 3;
"Selling Shareholders"	as defined in article 7.6;
"Share Security"	means any Share and any right or entitlement (in whatever form) to acquire any Share whether by way of subscription, conversion, exchange or otherwise;
"Shares"	(unless the context does not so admit) shares in the capital of the Company (of whatever class) (and reference to a "Share" shall be construed accordingly);
"Site"	any site at or from which the Company or any Group Company provides residential care, education, therapy and/or other services for the time being,
"Start Date"	the later of: <ul style="list-style-type: none">(a) the Adoption Date; and(b) the commencement of the Leaver's employment, appointment or engagement (as the case may be) with a Group Company,
"subsidiary undertaking"	a subsidiary undertaking within the meaning of section 1162 Companies Act but in addition as if that section provided that its members are deemed to include any other undertaking whose rights in relation to it are held by way of security by another person but are treated for the purposes of that section as held by that other undertaking;
"subsidiary"	a subsidiary within the meaning of section 1159 Companies Act but in addition as if that section provided that its members are deemed to include any other body corporate whose rights in relation to it are held on behalf of that other body corporate or by way of security by another person but are treated for the

	purposes of that section as held by that other body corporate;
"Syndicatee"	as defined in the Investment Agreement;
"Total Transfer Condition"	as defined in article 5.4;
"Transfer"	<p>the transfer of either or both of the legal and beneficial ownership in a Share and/or the grant or disposal of an option, warrant or other right to acquire either or both of the legal and beneficial ownership in such Share, and the following shall be deemed (but without limitation) to be a Transfer of a Share.</p> <p>(a) any direction (by way of renunciation or otherwise) by a person entitled to an allotment or issue of a Share that such Share be allotted or issued to some person other than himself;</p> <p>(b) any sale or other disposition of any legal or equitable interest in a Share (including any attached voting right) and whether or not by the registered holder thereof and whether or not for consideration or otherwise and whether or not effected by an instrument in writing;</p> <p>(c) any grant or creation of an Encumbrance over any Share, and</p> <p>(d) any agreement, whether or not subject to any conditions, to do any of the matters set out in paragraphs (a), (b) or (c),</p> <p>(and "Transferred", "Transferor", "Transferring" and "Transferee" shall be construed accordingly);</p>
"Transfer Notice"	as defined in article 5.2;
"Transmittee"	a person entitled to a Share by reason of the death or bankruptcy of a Member or otherwise by operation of law;
"Valuer"	as defined in article 5.6(b); and
"writing"	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

1.3 In these Articles:

- (a) references to any statute or statutory provision shall include a reference to that statute or statutory provision as amended, extended, re-enacted or consolidated and to any statutory replacement thereof (either before or after the date hereof) from time to time and to any former statutory provision replaced (with or without modification) by the provision referred to, and shall also include reference to all statutory instruments and orders made pursuant to any such statutory provision;

- (b) reference to a person includes any legal or natural person, partnership, trust, company, government or local authority department or other body (whether corporate or unincorporated);
- (c) unless the context does not so admit, reference to an individual or individuals shall include his or their respective personal representatives;
- (d) unless the context does not so admit, reference to the singular includes a reference to the plural and vice versa and reference to the masculine includes a reference to the feminine and neuter; and
- (e) reference to any period of time or time limit in Articles 5 or 6 may be altered by the mutual agreement of the Transferor and the Board (with Investor Approval).

PART A

2 LIABILITY OF MEMBERS

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

3 SHARE RIGHTS

The rights attaching to the respective classes of Shares shall be as follows:

3.1 Income

As regards income, the Company may not distribute any profits in respect of any financial year unless and until Investor Approval to such distribution shall have been obtained. Subject thereto any profits which the Company may determine to distribute in respect of any financial year shall be applied:

- (a) first in paying to the holders of the Preference Shares a discretionary coupon, the amount of which and the date on which it is due, to be determined as the Board (with Investor Approval) may resolve (the "**Preference Dividend**");
- (b) next, (subject to payment in full of the Preference Dividend) amongst the holders of the A Ordinary Shares, the B Ordinary Shares and the C Ordinary Shares (pari passu as if the same constituted one class of Share).

3.2 Capital

As regards capital:

On a return of assets on liquidation, reduction of capital or otherwise, the surplus assets of the Company remaining after payment of its liabilities shall be applied

- (a) first in paying the holders of the Preference Shares an amount equal to all arrears and/or accruals of Preference Dividends thereon, calculated up to and including the payment date;
- (b) second, in paying the holders of the Preference Shares an amount equal to the Issue Price paid for such Shares;
- (c) third and subject thereto, in paying to the holders of the A Ordinary Shares and B Ordinary Shares (pari passu as if the same constituted one class of Share) an amount equal to the Issue Price (inclusive of any premium) paid for such Shares;
- (d) fourth and subject thereto, in paying to the holders of the C Ordinary Shares an amount equal to the Issue Price (inclusive of any premium) paid for such Shares; and

- (e) subject thereto, the balance of such assets shall belong to and be distributed amongst the holders of the A Ordinary Shares, B Ordinary Shares and C Ordinary Shares (pari passu as if the same constituted one class of Share)

In the event of a Sale (as defined in the Investment Agreement), the proceeds of such Sale shall be applied among the selling Members in the same order as set out above, and the selling Members shall procure that the consideration or as the case may be the amounts available for distribution shall be placed in a designated trustee account pending payment or distribution amongst the relevant Members in accordance with this Article 3.2

3.3 Voting

As regards voting

- (a) The holders of the Preference Shares shall not be entitled to receive notice of, speak, attend or vote at general meeting of the Company or to vote on written resolutions.
- (b) Subject to articles 3.3(c), 6.4 and 6.10, A Ordinary Shares, B Ordinary Shares and C Ordinary Shares shall respectively confer on each holder thereof (in that capacity) the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to vote on written resolutions and on a poll or written resolution to exercise one vote per Share.
- (c) **Enhanced voting rights.** In the event that:
 - (i) all or any part of the principal amount of the Preference Shares or Investor Loan Notes, or any dividends or interest thereon, has become due for repayment or payment and has not been paid in full;
 - (ii) an event of default or potential event of default (being an event which, if not remedied, would in the reasonable opinion of an Investor Majority become an event of default) has occurred under the Facilities Agreement, the Finance Security or any debenture of the Company or any other Group Company;
 - (iii) in the opinion of an Investor Majority acting reasonably there is likely to be an event of default or potential event of default as described in article 3.3(c)(ii), an Investor Majority has notified the Company of reasonable steps to remedy the situation and the Company or applicable Group Company has failed to take such steps to the reasonable satisfaction of an Investor Majority within such reasonable period as may be prescribed by the Investor Majority in such notification (being not less than 5 Business Days and not more than 15 Business Days following such notification); or
 - (iv) a material breach has occurred of (i) clauses 7 or 11 of the Investment Agreement or (ii) Article 5 of these Articles other than by a holder of A Ordinary Shares, or (iii) the warranties in the Investment Agreement or the warranties in the Purchase Agreement (as defined in the Investment Agreement) in either case as a result of fraud, wilful deceit, or dishonesty which breach (if capable of remedy) has not been remedied within ten Business Days of notice to the Company from an Investor Majority requiring it to be remedied; or
 - (v) there is material underperformance by the Group, as follows:
 - (A) earnings before interest, tax, amortisation and depreciation ("EBITDA") of the Group (excluding central overheads) being less than 80% of the budgeted EBITDA for the Group for the applicable period set out in the Budget; and/or

- (B) central overheads of the Group being greater than 110% of the central overheads for the Group for the applicable period set out in the Budget;
- in each case such position being tested on a quarterly basis (on 31 December, 31 March, 30 June and 30 September in each year) in respect of the preceding quarter; and/or
- (C) on the basis of the management accounts as such accounts are delivered to the Investors, and prepared, in accordance with the Investment Agreement (or, if applicable, the statutory audited accounts as delivered to the Investors in accordance with the Investment Agreement) the headroom in any of the financial covenant calculations contained in any Facilities Agreement is, or is forecast to be, less than 10%;
- (vi) there is material regulatory non-compliance by the Group, as follows:
- (A) the revocation, withdrawal, suspension or non-renewal (in whole or material part) of any Registration, as applicable unless such event occurs:
- 1) as a result of a management strategy agreed with an Investor Majority arising from the closure of a Site to which such Registration applies; or
 - 2) directly as a result of an increased crime rating of the local area surrounding a Site to which such Registration applies; or
- (B) any Site or any services provided by the Group being assessed by any Applicable Regulator as being as inadequate (or equivalent) provided that where such Site (or other services) are acquired by the Group (with Investor Approval) following the Adoption Date with an existing 'inadequate' assessment at the time of such acquisition this Article 3.3(c)(vi)(B) shall not apply to such Site (or services) until the date which is the later of:
- 1) 12 months from the date of such acquisition; or
 - 2) the date on which the results of the second assessment of such Site (or services) made by the relevant Applicable Regulator following such acquisition is made available to the Group; or
- (C) if at least.
- 1) 10 per cent. of the Sites (rounded down to nearest whole number of Sites); or
 - 2) if more, three Sites,
- (or services provided at or from such Sites) are assessed by any Applicable Regulator as requiring improvement (or equivalent) and the Company or applicable Group Company has failed to implement the applicable Remedial Plan to the reasonable satisfaction of an Investor Majority within such periods as may be set out in the Remedial Plan,
- (vii) an Insolvency Event occurs, or

- (viii) the statutory audited accounts of the Group, as delivered to the Investors in accordance with the Investment Agreement, contain a qualified or adverse opinion of any nature from the auditors which has a material and adverse effect on the Group or the auditors express reservations or doubts in such accounts as to the ability of the Group (or any Group Company) to continue as a going concern

then, if an Investor Majority has served notice upon the Company that additional votes are to be exercised, each holder of A Ordinary Shares shall be entitled, in that capacity, to exercise on a poll vote at a general meeting, or on a vote on a written resolution such number of votes for every A Ordinary Share of which it is the holder as shall confer upon the A Ordinary Shares one hundred per cent (100%) of the total voting rights of all Shares in issue at the relevant time in which case the B Ordinary Shares and the C Ordinary Shares shall cease to entitle the holders thereof to vote at a general meeting or on a vote on a written resolution, save that as soon as an Investor Majority has received written notice from the majority of the Executives confirming (to an Investor Majority's reasonable satisfaction) that such Material Default has ceased to subsist and no other Material Default is subsisting for the time being, such Investor Majority will vote in such a way to procure that the enhanced voting rights referred to above shall immediately cease to apply in respect of the relevant Material Default.

Remedial Plans

For the purposes of Article 3.3(c)(vi)(C), the applicable Remedial Plan shall be drawn-up and settled in accordance with the following process (or such other process as the Company and an Investor Majority may agree):

- (A) the Company shall have 5 Business Days from receipt of the relevant Applicable Regulator's assessment which gives rise to the relevant circumstances described in Article 3.3(c)(vi)(C) (the "Delivery Period") to deliver a draft Remedial Plan to the Investors. The Company and the Investors shall then use reasonable endeavours to agree a Remedial Plan within 5 Business Days following receipt by the Investors of such draft Remedial Plan (the "First Approval Period");
- (B) if a Remedial Plan has not been agreed in writing between the Company and an Investor Majority within the First Approval Period then the Company shall upon request by an Investor Majority appoint such independent expert as an Investor Majority shall determine (following consultation with the Company) to report to the Company and the Investors as to their recommendations for a Remedial Plan. Such independent experts shall be instructed to consult with the Company and the Investors as appropriate and reasonably practicable in making their recommendations and to report to the Company and the Investors with their recommendations as soon as reasonably practicable (and no later than 20 Business Days) following their appointment. The Company and the Investors shall then use reasonable endeavours to agree a Remedial Plan within 5 Business Days following receipt by the Investors and the Company of the independent expert's report (the "Second Approval Period");
- (C) If either:
 - 1) a draft Remedial Plan has not been delivered to the Investors within the Delivery Period, or

- 2) the Company fails to appoint an independent expert in accordance with (B) above, or
- 3) a Remedial Plan has not been agreed in writing between the Company and an Investor Majority within the Second Approval Period,

then an Investor Majority may determine (having reasonable regard to the recommendations in the independent expert's report (if applicable)) and deliver to the Company a Remedial Plan.

If a Remedial Plan is agreed in writing between the Company and an Investor Majority pursuant to (A) or (B) above or is delivered by an Investor Majority to the Company pursuant to (C) above, then such plan (as amended from time to time by agreement in writing between the Company and an Investor Majority) shall be the applicable Remedial Plan for the purposes of Article 3.3(c)(vi)(C). For the avoidance of doubt if the relevant circumstance referred to in Article 3.3(c)(vi)(C) continue to subsist notwithstanding that the applicable Remedial Plan has been implemented by the Company to the reasonable satisfaction of an Investor Majority within such periods as may be set out in the Remedial Plan, then a new Remedial Plan shall be drawn-up and implemented in accordance with the process set out above and such new Remedial Plan shall then become the applicable Remedial Plan for the purposes of Article 3.3(c)(vi)(C).

Any independent expert appointed pursuant to the foregoing shall act as expert and not as arbitrator and their costs and expenses in relation to the making of their recommendations shall be borne by the Company.

3.4 Class Rights

As regards class rights:

- (a) Subject to Article (b), the special rights attaching to any class of Share may be abrogated or varied only if:
 - (i) the holders of three-quarters by number of the Shares of that class consent in writing to the variation or abrogation; or
 - (ii) a special resolution passed at a separate general meeting of the holders of Shares of that class sanctions the variation or abrogation.
- (b) Subject to Investor Approval, the special rights attaching to any two or more classes of Shares (the "**Applicable Share Classes**") (together as if they constituted one class of Share) may be varied or abrogated if the variation or the abrogation applies in substantially the same manner to each of the Applicable Shares Classes if either:
 - (i) the holders of a majority by number of the Shares of the Applicable Share Classes (taken together as if they constituted one class of Share) in issue consent in writing to the variation or abrogation; or
 - (ii) resolutions are passed at separate meetings of the holders of the Shares of the Applicable Share Classes pursuant to which the holders of a majority by number of the Shares of the Applicable Share Classes (taken together as if they constituted one class of Share) in issue sanction the variation or abrogation.

3.5 Preference Shares

- (a) Subject to Article 3.5(c), the Company may, with Investor Approval, at any time redeem all or some of the Preference Shares then in issue and the provisions of Articles 3.5(b) to 3.5(d) inclusive will apply to the redemption.

- (b) No less than 10 days (or such shorter period as the Company and the relevant Preference Shareholders may agree) prior to redemption of any Preference Shares the Company will give notice to the Preference Shareholders specifying the total number of Preference Shares to be redeemed, the applicable redemption date and place at which the certificates of such shares are to be delivered for redemption. On the redemption date each of the Preference Shareholders will be bound to deliver to the Company at the place specified certificates for those of its Preference Shares which are to be redeemed. On delivery of the certificates the Company will pay to the relevant holder the amount due to him in respect of the redemption. If any certificate includes any Preference Shares not to be redeemed on the relevant redemption date, a new certificate for those Preference Shares will be issued free of charge to the holder.
- (c) The Preference Shares to be redeemed on any occasion will be selected, as nearly as may be, pro rata from the holdings of each Preference Shareholder.
- (d) On redemption of any Preference Shares the holder of the Preference Shares being redeemed will be paid an amount equal to the Issue Price of the relevant Preference Shares together with a sum equal to all the arrears and accruals of dividends due on such Preference Shares calculated down to and including the date of such redemption

3.6 Appointment of Directors

As regards appointment of Directors:

- (a) An Investor Majority shall be entitled from time to time to appoint as Directors of the Company and/or any other Group Company and to remove any such persons from office and/or to appoint any persons in their place either.
 - (i) (in the case of individuals) a maximum of two such Directors who shall be designated as Investor Directors; or
 - (ii) (in the case of a body corporate) a maximum of one director who shall be designated as an Investor Director and such Investor Director shall be entitled to appoint a maximum of two persons (i) to act as such Investor Director's representatives at any meeting of the Board or any committee constituted by the Board (or the board or any committee of the board of any other Group Company) and (ii) to vote on its behalf, and each such representative shall have one vote and may be counted in the quorum in relation to any decision of the directors.
- (b) An Investor Majority shall also be entitled from time to time to appoint one person as a Director and chairman of the Company and/or any other Group Company and to remove any such person from office and/or to appoint any person in his or her place subject in the case of appointment of the Chairman following the Adoption Date by the Investor Majority, first consulting with the Board.
- (c) At any time that the holders of A Ordinary Shares are entitled to additional votes at general meetings of the Company in respect of their A Ordinary Shares pursuant to article 3.3(c), the holders of the A Ordinary Shares shall be entitled to appoint any person as a Director, save that at such time as the Investor Majority receive notice from the majority of the Executives confirming (to the Investor Majority's reasonable satisfaction) that the relevant Material Default has ceased to subsist and no other Material Default is subsisting for the time being the Investor Majority will vote in such a way to procure that all directors so appointed shall immediately resign and if such resignations have not been effected within 3 Business Days of acceptance of the notice, such appointments shall automatically cease.

- (d) Any person or persons together entitled to exercise one half or more of the total number of votes which can then be cast on a poll at any general meeting of the Company may, with Investor Approval, from time to time (for so long as he or they remain so entitled) remove any or all of the Directors and/or appoint any person or persons as a Director or Directors of the Company.
- (e) Any such appointment or removal as is referred to in articles 3.6(a), 3.6(b), 3.6(c) or 3.6(d) above shall be made by notice in writing to the Company and/or the relevant Group Company, signed, in the case of an appointment or removal as is referred to in articles 3.6(a), 3.6(b), 3.6(c) or 3.6(d) by or on behalf of an Investor Majority, in the case of appointment or removal as is referred to in article 3.6(d), by such persons as are first referred to therein, and in the case of the appointment or removal of any representative referred to in article 3.6(a)(ii) by the relevant Investor Director and served, in each case, upon the Company at its registered office (and article 78 2 shall not apply in respect of any notice served under this article 3.6).
- (f) Notwithstanding any provision of these Articles to the contrary, any person appointed as a Director pursuant to article 3.6(a) may appoint such person as he thinks fit to be his alternate Director.

3.7 Quorums

As regards quorums:

- (a) No meeting of Members shall be quorate unless those Members present include (whether in person or by a duly authorised representative or a proxy) the holders of not less than fifty per cent (50%) of the A Ordinary Shares for the time being in issue and held by the Investors
- (b) Save with Investor Approval no meeting of the Directors held at any time when an Investor Director holds office as a Director of the Company shall be quorate unless at least one Investor Director (or a duly appointed representative or alternate Director of such person) is present at such meeting.
- (c) A quorum for the purposes of meetings of the Board shall not consist of Investor Directors only or any of them alone, unless there is only one Director in the Company being an Investor Director, save that this Article 3.7(c) shall not apply in the event of a re-convened meeting pursuant to Article 3.7(d).
- (d) If, in the case of either a meeting of the Directors or a meeting of Members, a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to and be re-convened on the same day in the next week at the same time and place (or at such other time and place as the chairman of the relevant meeting may determine, with Investor Approval).

4 SHARE TRANSFERS - GENERAL PROVISIONS; PERMITTED TRANSFERS

- 4.1 Types of Transfer. The Directors shall refuse to register the Transfer of any Share unless they are satisfied that such Transfer is either:
 - (a) a Permitted Transfer; or
 - (b) a Transfer made in accordance with and permitted under article 5 and Investor Approval is obtained in respect of the same; or
 - (c) a Transfer made in accordance with article 6.
- 4.2 Registration of Transfer Subject as provided in article 52 in Part B of these Articles and article 4.3 or as required by law, the Directors shall register any such Transfer as is referred to in article 4.1(a), 4.1(b) or 4.1(c).

4.3 Deeds of Adherence. If, in relation to a Transfer of a Share, the Transferor thereof is a party to any agreement between the Company and some or all of its Members (being an agreement additional to these Articles) or if a new Share is proposed to be allotted to a person who is not a Member, then the Directors may or, if an Investor Majority so requires, shall.

- (a) require the Transferee or proposed allottee (as the case may be) to enter into a written undertaking (in such form as the Directors may with Investor Approval prescribe) to be bound (to the same extent as the Transferor (in the case of a Transfer) or to such other extent as the Directors and/or an Investor Majority may reasonably stipulate) by the provisions of such agreement; and
- (b) decline to register the Transfer of, or to allot, such Share unless and until the Transferee or proposed allottee has entered into such written undertaking.

4.4 Permitted Transfers

Subject to articles 4.3 and 52, a Member shall be permitted to transfer or dispose of any of the voting rights arising from its Shares, subject to Investor Approval, to such person or persons as the Member thinks fit.

Subject to articles 4.3, 4.5 and 52, a Member shall be permitted to Transfer a Share as set out below (each of which, together with the foregoing provisions of this article 4 4, is a "Permitted Transfer"):

- (a) Subject to Investor Approval, by an Investor to:
 - (i) a member of the same group as the Investor;
 - (ii) a Syndicatee in accordance with provisions of the Investment Agreement;
 - (iii) where the Investor is (or holds Shares as trustee, nominee, custodian or equivalent for, or otherwise on behalf of) a partnership, unit trust or other Fund;
 - (A) to the beneficial owner or owners in respect of which they are trustee, nominee, custodian or equivalent or any other trustee, nominee, custodian or equivalent of such beneficial owner or owners;
 - (B) in the event of (i) the dissolution or equivalent of such partnership, unit trust, or Fund or (ii) any distribution or equivalent of assets of the partnership, unit trust or Fund, to the partners in, or holders of units in or members of or investors or other participants in such partnership, unit trust or Fund in connection with such dissolution or distribution or equivalent,
 - (C) a partnership, unit trust or other Fund which has the same general partner, manager or adviser or equivalent as such partnership, unit trust or Fund, or whose general partner, manager, adviser or equivalent is a member of the same group as the general partner, manager, adviser or equivalent of such partnership, unit trust of Fund; or
 - (D) a trustee or nominee or custodian or equivalent for any such partnership, unit trust or other Fund as is referred to in this paragraph (iii), or
 - (iv) a "co-investment scheme", being a scheme under which certain officers, employees, members or partners of an Investor or of its general

partner, manager, adviser or equivalent are entitled (as individuals or through a company or any other vehicle) to acquire shares;

but not under any circumstances arising from (i) to (iv) above to any investee company of the Investor;

- (b) Subject to Investor Approval, by a co-investment scheme which holds shares through a company or another vehicle to.
 - (i) another company or another vehicle which holds or is to hold shares for the co-investment scheme; or
 - (ii) an officer, employee, member or partner entitled to the shares under the co-investment scheme
- (c) Subject to Investor Approval, if the Member is a company, to any holding company or subsidiary of that Member or to any other subsidiary of any such Member's holding company; or
- (d) to a person who is the beneficial owner of such Share or (in the case of legal title only) to a different or additional nominee or trustee on behalf of such beneficial owner (provided that such person has not become the beneficial owner thereof other than in accordance with the provisions of these Articles) or, in the case of a Transfer of the legal title and beneficial ownership of such Share by the trustee of an EBT, to a different trustee of the same or another EBT; or
- (e) in accordance with articles 40.4, 47.2(c) or 49.5;
- (f) to a Buyer pursuant to the provisions of article 7 provided that, prior to or contemporaneously with such Transfer, the Buyer has duly acquired or will duly acquire a Controlling Interest and the provisions of article 7 have been complied with; or
- (g) to a Buyer as referred to in article 8;
- (h) where a Priority Notice has been given, to any prospective Transferees specified in such notice and, where Shares have been Transferred to Custodians (as referred to in article 6.7), to any subsequent Transfer by them of all or any such Shares made in accordance with article 6 7(c); or
- (i) subject to Investor Approval, if the Member is an individual, to an Associate (within the meaning of paragraphs (i) and (ii) of the definition of "Associate" contained in article 7.1(c)) of such Member; or
- (j) any Transfer made in satisfaction of an Applicable Liability as defined in and pursuant to the Investment Agreement or any document referred to therein;
- (k) subject to Investor Approval, to such other person or persons as the Member thinks fit

4.5 No such Permitted Transfer as is referred to in articles 4.4(c), 4.4(d) or 4.4(i) may be made in respect of or in relation to any Share which for the relevant time being is the subject of any Transfer Notice or Mandatory Transfer Notice.

5 SHARE TRANSFERS – PRE-EMPTION PROVISIONS

5.1 General. Except in the case of a Permitted Transfer or a Transfer made in accordance with article 6, the right to Transfer a Share shall be subject to the provisions contained in this article 5 and any such Transfer made otherwise than in accordance herewith shall be void.

- 5.2 Transfer Notice. Except in the case of a Permitted Transfer, before Transferring any Share, the Transferor shall give notice in writing (a "Transfer Notice") to the Company specifying the Shares, interests and/or rights of which the Transferor wishes to dispose. The Transferor shall, contemporaneously with the giving of a Transfer Notice, deliver up and lodge with the Company the share certificate(s) in respect of the relevant Shares. Except for a Mandatory Transfer Notice, a Transfer Notice may not be given (and shall not be effective) save with Investor Approval.
- 5.3 Company as agent. Notwithstanding that a Transfer Notice specifies that the Transferor wishes to dispose only of an interest or right in, or arising from or attaching to, the Shares referred to therein (the "Sale Shares"), the Transfer Notice shall (notwithstanding anything in the Transfer Notice to the contrary) unconditionally constitute the Company the agent of the Transferor in relation to the sale of all the legal title to, beneficial ownership of and all interests and rights attaching to the Sale Shares referred to therein at the Sale Price in accordance with the provisions of this article 5. A Transfer Notice shall not be revocable except with the consent of the Directors
- 5.4 Total Transfer Condition. Except in the case of a Mandatory Transfer Notice, a Transfer Notice may include a condition (a "Total Transfer Condition") that if all the Sale Shares (of whatever class) are not sold to Approved Transferees, then none shall be so sold.
- 5.5 Details of Transfer Notice. Except in the case of a Mandatory Transfer Notice, the Transfer Notice may state, in addition to details of the Sale Shares:
- (a) the name or names of a person or persons (such person or persons being hereinafter referred to as the "Proposed Transferee") to whom the Sale Shares (or an interest or right in or arising therefrom) are proposed to be Transferred in the event that the Sale Shares are not acquired by Approved Transferees (as hereinafter defined); and
 - (b) the entire consideration per Share for which any such Transfer will be made (and, if any of the said consideration is not a cash price expressed in pounds sterling, an amount per Share which is so expressed and which is commensurate with the entire consideration) In such event, subject to the Directors being satisfied (and to that end being provided with such evidence as they may reasonably require) that the consideration so stated is a bona fide consideration (not inflated for particular reasons) agreed between the Transferor and the Proposed Transferee at arms' length and in good faith, such consideration shall be the Sale Price and the Prescribed Period shall commence on the date on which the Transfer Notice is given and shall expire 60 days thereafter.
- 5.6 Determination of Sale Price. In the case of a Mandatory Transfer Notice or a Transfer Notice which does not state the further details referred to in article 5.5 then, subject always to article 6.3.
- (a) if, not more than 30 days after the date on which the Transfer Notice was given or was deemed to be given (or such longer period (if any) as the Directors with Investor Approval may, prior to the expiry of such period of 30 days, determine to allow for this purpose), the Transferor and the Directors shall have agreed a price per Share as representing the fair value of the Sale Shares or as being acceptable to the Transferor and not more than the fair value thereof, then such price shall (subject always to article 6.3) be the Sale Price and the Prescribed Period shall commence on the date on which such agreement is reached and shall expire 60 days thereafter; or
 - (b) failing such agreement, upon the expiry of 30 days (or such longer period (if any) as aforesaid) after the date on which the Transfer Notice was given or was deemed to be given, the Directors shall instruct the auditors for the time being of the Company (or, if the auditors of the Company are unable or refuse to act, such other firm of accountants as the Directors may with Investor Approval

instruct to act as valuer for the purposes of determining fair value ("Valuer")) to determine and report to the Directors the amount per Share considered by the auditors (or Valuer, as applicable) to be the fair value of the Sale Shares and (subject always to article 6.3) the amount per Share so determined and reported (or as otherwise determined in accordance with article 5.7) shall be the Sale Price and the Prescribed Period shall commence on the date on which the Sale Price is so determined and shall expire 60 days thereafter.

- 5.7 Auditors' costs; definition of fair value. For the purposes of article 5.6, the auditors (or Valuer, as applicable) shall act as experts and not as arbitrators and (save only for manifest error) their determination shall be final and binding upon the Company and all Members. The costs and expenses of the auditors (or Valuer, as applicable) in relation to the making of their determination shall be borne by the Company unless the Sale Price as so determined is less than 110% of that (if any) which the Directors (with Investor Approval) had notified to the Transferor as being in their opinion the Sale Price, in which event such costs and expenses shall be borne by the Transferor. Consequently, the Company and, if required by the Company or the auditors (or Valuer, as applicable), the Transferor shall be required to enter into any terms of engagement, retainer or other similar documents as applicable with the auditors (or Valuer, as applicable) to reflect the above engagement (including the arrangements as to costs). Any failure by the Transferor to enter into any terms of engagement, retainer or other similar documents as applicable shall (subject always to article 6.3) result in the Sale Price being the price (if any) that the Directors (with Investor Approval) had notified to the Transferor as being in their opinion the fair value of the Sale Shares. For the purposes of article 5.6 and this article 5.7, the fair value of Sale Shares shall be the market value thereof as at the date when the relevant Transfer Notice or Mandatory Transfer Notice was given or deemed to have been given (as the case may be) as between a willing buyer and a willing seller at arms' length but with no discount being made by reason of such Shares (if such be the case) constituting a minority holding (and the auditors (or Valuer, as applicable) shall be instructed accordingly).
- 5.8 Priority of offer. Subject as provided in articles 5.9 and 6.7, Sale Shares shall be offered for sale to all the Members of the Company for the relevant time being holding A Ordinary Shares, B Ordinary Shares or C Ordinary Shares but so that:
- (a) if and to the extent that the Sale Shares consist of A Ordinary Shares the holders for the time being of A Ordinary Shares (other than the Transferor or any Associate of the Transferor) shall have a prior right to purchase the same ahead of the holders of B Ordinary Shares, Board Invitees and the holders of C Ordinary Shares; or
 - (b) if and to the extent that the Sale Shares consist of B Ordinary Shares or Preference Shares, the holders for the time being of B Ordinary Shares (other than the Transferor or any Associate of the Transferor) shall have a prior right to purchase the same ahead of the holders of A Ordinary Shares, Board Invitees and the holders of C Ordinary Shares; or
 - (c) if and to the extent that the Sale Shares consist of C Ordinary Shares, Board Invitees shall have a prior right to purchase the same ahead of the holders of A Ordinary Shares, the holders of B Ordinary Shares and the holders of C Ordinary Shares; or
 - (d) Sale Shares may also be offered to such person or persons (if any) as the Directors (with Investor Approval) think fit ("Other Nominees") provided that any such offer is made upon the condition that such Sale Shares shall only be available for purchase by such person or persons if and to the extent that such Shares are not acquired by Board Invitees and/or the holders of A Ordinary Shares, B Ordinary Shares and/or C Ordinary Shares following acceptance of such offers as are referred to in articles 5.8(a), 5.8(b) and 5.8(c).

- 5.9 Restricted offerees. The Company shall not be required to, and shall not, offer any Sale Shares to the Transferor, any Associate of the Transferor or any person who remains a Member but who has been deemed to have given a Mandatory Transfer Notice on or prior to the date on which any such offer as is referred to in article 5.8 is made. In addition, if, during the period between the date on which any such offer is made and (following the acceptance of such offer by a Member) the sale of Sale Shares to such Member is completed, such Member is deemed to have given a Mandatory Transfer Notice then such Member shall be deemed not to have accepted such offer and the relevant Sale Shares shall be re-offered for sale (at the same Sale Price and as if such price had been determined on the date on which the Mandatory Transfer Notice is deemed to have been given).
- 5.10 Priority of allocation Any such offer as is required to be made by the Company pursuant to article 5.8 shall specify a time (not being less than 14 days or (unless an Investor Majority otherwise agrees or directs) more than 21 days) after such offer is made within which it must be accepted or, in default, will lapse. Following any such offer, if acceptances are received in respect of an aggregate number of Shares in excess of that offered, the number of Sale Shares shall be allocated according to the class of the Sale Shares on the following basis of priority (subject in each case as provided in article 5.9):
- (a) if the Sale Shares are A Ordinary Shares, first to the other holders of A Ordinary Shares, next to the holders of B Ordinary Shares, next to Board Invitees (if any), next to the holders of C Ordinary Shares and next to Other Nominees (if any); or
 - (b) if the Sale Shares are B Ordinary Shares or Preference Shares, first to the other holders of B Ordinary Shares, next to Board Invitees (if any), next to the holders of A Ordinary Shares, next to the holders of C Ordinary Shares and next to Other Nominees (if any); or
 - (c) if the Sale Shares are C Ordinary Shares, first to Board Invitees (if any), next to the holders of C Ordinary Shares, next to the holders of B Ordinary Shares, next to the holders of A Ordinary Shares and next to Other Nominees (if any).
 - (d) Save with Investor Approval, if a Transfer Notice is given in respect of both B Ordinary Shares and Preference Shares, a Member may only accept the relevant offer made to him pursuant to such Transfer Notice if he accepts the offer in respect of the equivalent proportion (as nearly as possible so as to avoid fractions) of both the B Ordinary Shares and the Preference Shares offered to him pursuant to such Transfer Notice;
- 5.11 Excess allocations. If, by virtue of the application of the provisions in article 5.10, acceptances are received from any such class as therein referred to in respect of an aggregate number of Shares which is in excess of that offered, then the number of Sale Shares shall be allocated amongst those who have accepted the same in proportion to the number of Shares of the relevant class held by each acceptor (or in the case of Board Invitees or Other Nominees on such basis as the Directors (with Investor Approval) shall determine or an Investor Majority shall specify (as the case may be)) provided that no acceptor shall be obliged to acquire more Sale Shares than the number for which he has applied and so that the provisions of this article 5.11 shall continue to apply mutatis mutandis until all Shares which any such acceptor would, but for this proviso, have acquired on the proportionate basis specified above have been allocated accordingly.
- 5.12 Take-up of all Sale Shares. If a Transfer Notice shall validly contain a Total Transfer Condition in accordance with article 5.4 then any such offer as aforesaid shall be conditional upon such condition being satisfied and no acceptance of an offer of Sale Shares will become effective unless such Total Transfer Condition is satisfied. Subject thereto, any such offer as is required to be made by the Company pursuant to article 5.8 shall be unconditional.

- 5.13 Sale to Approved Transferees If, prior to the expiry of the Prescribed Period, the Company shall, pursuant to the foregoing provisions of this article 5, find Members, Board Invitees and/or Other Nominees (or such other persons, including itself, as may have been specified in a Priority Notice pursuant to article 6.7) (all such purchasers, "Approved Transferees") to purchase some or, if the relevant Transfer Notice validly contains a Total Transfer Condition, all of the Sale Shares it shall forthwith give notice in writing thereof to the Transferor and the Approved Transferees. Every such notice shall state the name and address of each of the Approved Transferees and the number of the Sale Shares agreed to be purchased by him/it and shall specify a place and time and date (not being less than three days nor more than 10 days after the date of such notice) at which the sale and purchase shall be completed. Upon the giving by the Company of any such notice as aforesaid the Transferor shall be unconditionally bound (subject only to due payment of the Sale Price) to complete the sale of the Sale Shares to which such notice relates in accordance with its terms.
- 5.14 Failure to Transfer. If a Transferor shall (save only for the reason that an Approved Transferee does not duly pay the Sale Price) fail duly to Transfer (or complete the Transfer of) any Sale Shares to an Approved Transferee, the Directors shall be entitled to, and shall, authorise and instruct some person to execute and deliver on his/its behalf the necessary Transfer instrument and the Company may receive the purchase money in trust for the Transferor without any obligation to pay interest and (notwithstanding (if such is the case) that the Transferor has failed to deliver up the relevant share certificate(s)) shall (subject to so receiving the purchase money) cause such Approved Transferee to be registered as the holder of such Shares. The Transfer and the receipt of the Company for the purchase money shall constitute a good title to the Sale Shares and the receipt shall be a good discharge to the Approved Transferee, who shall not be bound to see to the application of the purchase money and whose title to the Sale Shares shall not be affected by any irregularity in or invalidity of the proceedings relating to their disposal under this article.
- 5.15 Sale to Proposed Transferee; restrictions on such sale.
- (a) If the Company shall not, prior to the expiry of the Prescribed Period, find Approved Transferees willing to purchase some, or, if the relevant Transfer Notice validly contains a Total Transfer Condition, all of the Sale Shares, it shall, as soon as practicable following such expiry, give notice in writing thereof to the Transferor and the Transferor, at any time thereafter up to the expiration of 60 days from the date of such notice, shall, (subject as provided below and, if the Transferor is not an Investor, to Investor Approval) be at liberty to Transfer those of the Sale Shares not purchased by Approved Transferees or all of the Sale Shares (as the case may be) to the Proposed Transferee (or, where the Transfer Notice did not contain details of a Proposed Transferee, with Investor Approval to any one person) on a bona fide sale at any price not being less than the Sale Price. The Directors may require the Transferor to provide evidence to them (to their reasonable satisfaction) that such Shares are being Transferred in pursuance of a bona fide sale for the consideration stated in the Transfer Notice without any deduction, rebate, allowance or indulgent terms whatsoever to the purchaser thereof and, if not so satisfied, may refuse to register the instrument of Transfer and/or serve a Disenfranchisement Notice with the effect set out in article 6 10(b) in respect of such Shares as shall have been so sold.
 - (b) The provisions of the immediately preceding paragraph shall not apply to any Sale Shares which so became by virtue of the holder thereof having been deemed to have given a Mandatory Transfer Notice in respect thereof. In such event, such holder shall not be permitted to Transfer all or any of the same as provided in article 5.15(a) above (and, accordingly, the provisions in article 5 shall apply if such holder subsequently determines to seek to Transfer the same).
- 5.16 No Encumbrances; dividends Any Share required to be Transferred by a Transferor to an Approved Transferee pursuant to this article shall be Transferred free from all

Encumbrances and with the benefit of all rights and entitlements attaching thereto and if, in determining the Sale Price, there was taken into account any entitlement to any dividend which has been paid prior to the date on which the Transfer is registered then the Transferor shall be liable to account to the Approved Transferee for the amount thereof (and the Approved Transferee, when making payment for such Share, may set-off such amount against the Sale Price payable).

6 SHARE TRANSFERS - MANDATORY TRANSFER NOTICE; LEAVER PROVISIONS

- 6.1 Deemed Mandatory Transfer Notice. If any person shall purport to Transfer any Share other than as is referred to in article 4.1(a), 4.1(b) or 4.1(c), such person and any Associate of such person who is a Member shall, unless and to the extent (if any) that an Investor Majority or the Directors (with Investor Approval) otherwise determine at the relevant time, be deemed to have given, on the date on which the Directors give notice to such person that they have become aware of the purported Transfer (or on such other date (if any) specified in such notice), a Mandatory Transfer Notice in respect of all Shares of which such person and any such Associate of such person is then the holder.
- 6.2 Death, Bankruptcy or liquidation. If any person becomes entitled to Shares in consequence of the death, Bankruptcy or liquidation of a Member in circumstances where the provisions of article 6.3 do not apply then (unless a Transfer to such person would be a Permitted Transfer or an Investor Majority or the Directors (with Investor Approval) determine otherwise at the relevant time) a Mandatory Transfer Notice shall be deemed to have been given on such date as the Directors shall specify in writing to the person concerned in respect of all Shares held by the Member and any Associate of such Member.
- 6.3 Leavers If at any time any director (not being an Investor Director) or employee of or consultant to any Group Company shall (i) cease (for whatever reason) to be such a director or employee or consultant (or an employee or consultant has served notice on a Group Company or a Group Company has served notice on such person terminating his employment or consultancy (as the case may be)) or (ii) become Bankrupt and in either case such person and/or any Associate(s) of such person shall be the holder of any Shares and/or Debt Securities (whether directly or indirectly through an EBT), then the Shares and/or Debt Securities (as applicable) held by such person (the "Leaver") and his Associates (or held by an EBT on his/her/their behalf) shall be subject to the following
- (a) the date on which the Leaver ceases to be a director or employee of or consultant to a Group Company or shall become Bankrupt (as the case may be) shall be the **"Cessation Date"** for the purposes of these Articles; provided always that:
 - (i) where a Leaver who is an employee of or consultant to a Group Company ceases to be an employee or consultant in circumstances where he has served notice on a Group Company or a Group Company has served notice on him terminating his employment or consultancy (or shall cease to so be an employee or consultant upon expiration of such notice), as the case may be, then, if an Investor Majority so notifies the Company in writing, the Cessation Date shall be deemed to be the date of service of such notice (or such later date during the relevant notice period as the Investor Majority shall specify in its notice to the Company)
 - (b) if, within 12 months of a Cessation Date an Investor Majority shall so notify the Company or the Directors with Investor Approval shall so resolve there shall be deemed to have been given on the Cessation Date (or such later date (if any) as an Investor Majority or the Directors (with Investor Approval) may determine and notify in writing to the person concerned) a Mandatory Transfer Notice in respect of:

- (i) if the Leaver is a Good Leaver or an Intermediate Leaver all C Ordinary Shares; or
 - (ii) if the Leaver is a Bad Leaver all Shares and all Debt Securities,
then owned and/or held by the Leaver and any Associate of the Leaver (or held by an EBT on his/her/their behalf or of such other number of C Ordinary Shares (in the case of a Good Leaver) or Shares and/or Debt Securities (in the case of a Bad Leaver) so owned and/or held as is specified in such notice or resolution);
- (c) (unless and to the extent that an Investor Majority determines a higher price) if the Leaver is:
- (i) a Good Leaver, the Sale Price of the C Ordinary Shares the subject of the Mandatory Transfer Notice shall be the Good Leaver Price;
 - (ii) an Intermediate Leaver, the Sale Price of the C Ordinary Shares the subject of the Mandatory Transfer Notice shall be the Intermediate Leaver Price;
 - (iii) a Bad Leaver:
 - (A) the Sale Price of the C Ordinary Shares the subject of the Mandatory Transfer Notice shall be the Bad Leaver Price;
 - (B) the Sale Price of the B Ordinary Shares the subject of the Mandatory Transfer Notice shall be the Good Leaver Price;
 - (C) the Sale Price of the Debt Securities the subject of the Mandatory Transfer Notice will be an amount equal to the outstanding principal amount of such Debt Securities together with all accrued but unpaid interest thereon as at the Cessation Date; and
 - (D) the Sale Price for the Preference Shares the subject of the Mandatory Transfer Notice will be an amount equal to the Issue Price of such Preference Shares together with any arrears or accruals of dividends payable but which remain unpaid in respect of such Preference Shares as at the Cessation Date;
- (d) if any Debt Securities are the subject of any Mandatory Transfer Notice:
- (i) such Debt Securities shall be subject to the provisions of article 5 as if references therein to Preference Shares were references to such Debt Securities, save that such Debt Securities shall be treated as offered to the Company (and/or such other member of the Group as the Company may nominate) in the first instance and then, to the extent not accepted by the Company (and/or any such other member of the Group), shall be offered in the order set out in articles 5.8 and 5.10 or any Priority Notice as applicable; and
 - (ii) save with Investor Approval, if a Mandatory Transfer Notice is deemed to be given in respect of both B Ordinary Shares and Debt Securities, a Member may only accept the relevant offer made to him pursuant to such Mandatory Transfer Notice if he accepts the offer in respect of the equivalent proportion (as nearly as possible so as to avoid fractions) of both the B Ordinary Shares and the Debt Securities offered to him pursuant to such Transfer Notice;
- (e) if at any time a former or Bankrupt director (not being a former Investor Director) or former or Bankrupt employee of or former or Bankrupt consultant to any Group Company shall, after ceasing to be such a director, employee or

consultant or having become Bankrupt (as the case may be), acquire (or any Associate of his shall acquire or an EBT shall acquire on his behalf) any Shares or Debt Securities pursuant to an option, conversion or like right which was granted to or otherwise vested in him (or any associate of his) prior to such cessation then the provisions of article 6.3 above shall apply as if reference in article 6.3 to "Cessation Date" were reference to the date on which he (or his Associate) acquired such Shares or Debt Securities,

6.4 Leaver Shares If at any time any director or employee of, or consultant to, any Group Company shall (i) cease (for whatever reason including, without limitation, death) to be a director or an employee of, or consultant to, any Group Company (or an employee or consultant has served notice on a Group Company or a Group Company has served notice on such person terminating his employment or consultancy (as the case may be)) (ii) become Bankrupt and in either case such person and/or any Associate(s) of such person shall be the holder of any Shares then the Shares held by such person and his Associates (the "Leaver Shares") shall with immediate effect and for so long as they are held by such person and his Associates:

- (a) cease to confer any right to vote on any written resolution of the Company or of any class of Share, or to receive notice of or attend, speak or vote at any general or class meeting of the Company, unless the Company has received a written direction of the Investor Majority to the contrary; and
- (b) shall be treated as though they confer votes in the same manner as the remaining class or classes of Shares comprising the Leaver Shares when:
 - (i) calculating whether or not a Controlling Interest has been acquired for the purpose of the provisions of article 7, and
 - (ii) calculating the fair market value of such Leaver Shares in accordance with articles 5.6 or 5.7; and
- (c) if such person is a Bad Leaver, cease to accrue any dividends with effect from the Cessation Date.

6.5 Leaver Debt Securities If at any time any director or employee of, or consultant to, any Group Company shall (i) cease (for whatever reason including, without limitation, death) to be a director or an employee of, or consultant to, any Group Company (or an employee or consultant has served notice on a Group Company or a Group Company has served notice on such person terminating his employment or consultancy (as the case may be)) or (ii) become Bankrupt and such person and/or any Associate(s) of such person shall be the holder of any Debt Securities then the Debt Securities held by such person and his Associates (the "Leaver Debt Securities") shall with immediate effect and for so long as they are held by such person and his Associates:

- (a) cease to confer any right to vote on any written resolution of the holders of any Debt Securities, or to receive notice of or attend, speak or vote at any general or class meeting of the Company or of the holders of any Debt Securities, unless the Company has received a written direction of the Investor Majority to the contrary, and
- (b) if such person is a Bad Leaver, (notwithstanding anything to the contrary set out in the terms attaching to such Debt Securities) cease to accrue any interest and any other amounts or charges with effect from the Cessation Date.

6.6 Subsequent Bad Leaver. If following the Cessation Date a Leaver becomes a Bad Leaver (or is found to have been a Bad Leaver in circumstances where they have been treated as a Good Leaver or an Intermediate Leaver for the purposes of these Articles):

- (a) the provisions of article 6.3 and 6.5 shall apply accordingly to any Shares and / Debt Securities (as applicable) held by such person and his Associates; and

- (b) such person and his Associates shall repay to the applicable transferees or Group Company (as applicable):
 - (i) any consideration paid by the applicable transferees pursuant to any Mandatory Transfer Notice; and
 - (ii) any dividends, interest or other amounts or charges paid by any Group Company pursuant to any Preference Shares or Debt Securities,

paid to such person and his Associates which would not have been payable had the Leaver been treated as a Bad Leaver with effect from the Cessation Date.

6.7

- (a) Priority Notice for buy-back, cancellation or reallocation of Shares. If any Mandatory Transfer Notice is deemed to be given pursuant to article 6.3, the Company shall forthwith give written notice of such occurrence (such notice to include details of all the Shares and/or Debt Securities to which such Mandatory Transfer Notice relates) to each holder of A Ordinary Shares. If within 21 days of the giving of such notice by the Company an Investor Majority requires, by written notice to the Company (a "Priority Notice") that all or any Shares and/or Debt Securities to which such Mandatory Transfer Notice relates should (in any combination) be offered (subject to the Companies Act) to the Company by way of a share buy-back or otherwise, be cancelled pursuant to a reduction of share capital or otherwise or be made or kept available either for any person or persons who is or are (an) existing director(s) and/or employee(s) of a Group Company or any person or persons (whether or not then ascertained) whom in the opinion of such Investor Majority it will be necessary or expedient to appoint or employ as (a) director(s) and/or employee(s) of a Group Company, whether or not in place of the person by whom the relevant Mandatory Transfer Notice was deemed to be given, then the provisions of article 6.7(b) below shall apply. If a Priority Notice is not served within such 21 day period, article 5 shall apply to the Shares to which such Mandatory Transfer Notice relates.
- (b) Priority Shares. If a Priority Notice is given, then, in relation to the Shares and/or Debt Securities the subject thereof (the "Priority Shares"), the provisions of article 5.8 to article 5.12 (inclusive) shall not apply and the Priority Shares shall:
 - (i) be offered to the person(s) (which may include, without limitation, the Company, subject to compliance with the Companies Act) and, in the case of more than one person, in the proportions, specified in the Priority Notice (conditional, in the case of any prospective director and/or employee, upon his taking up his proposed appointment or employment with a Group Company (if not then taken up)); and/or
 - (ii) if the relevant Priority Notice so requires, be offered to not less than two persons or a company or an EBT designated by an Investor Majority ("Custodians") to be held (in the event of their acquiring the Priority Shares) on and subject to the terms referred to in article 6.7(c) below; and/or
 - (iii) if the relevant Priority Notice so requires, and subject to compliance with the Companies Act, be cancelled pursuant to a reduction of share capital (and this article constitutes the Leaver's and the Leaver's Associates' consent to such reduction), with the Leaver and the Leaver's Associates (if any) receiving in respect of each such Share held by them an amount equal to the amount the Sale Price would have been if the Priority Shares had been sold (and not cancelled) pursuant to these Articles.

- (c) Custodians as holders of Priority Shares. If Custodians become the holders of Priority Shares, then, (unless and to the extent that the Directors with Investor Approval otherwise agree from time to time) they shall hold the same on, and subject to, the following terms:
- (i) they may exercise the voting rights (if any) for the time being attaching to the Priority Shares as they think fit;
 - (ii) save with Investor Approval, they shall not encumber the same;
 - (iii) they will (subject as provided in article 6.7(d) below) Transfer the legal title to the Priority Shares and all such other interests as they may have therein to (and only to) such person or persons and at such time or times and otherwise on such terms as an Investor Majority may from time to time direct by notice in writing to the Custodians provided that the Custodians may not be required to enter into any agreement or otherwise take any action if and to the extent that they would or might incur any personal liability (whether actual or contingent) or suffer any personal loss; and
 - (iv) if an offer is made to the Custodians for the Priority Shares (whether as part of a general offer or otherwise) then they shall seek instructions from the holders of the A Ordinary Shares as to what (if any) actions they should take with regard thereto but, absent instructions from an Investor Majority within 14 days of seeking the same, the Custodians may accept or decline to accept such offer, as they think fit.
- (d) Transfer restrictions on Custodian Shares Unless the Directors agree otherwise, an Investor Majority may not direct the Custodians to Transfer the legal title to all or any Priority Shares other than to any person or persons referred to in article 6.7(a) or to an EBT
- 6.8 Change of control of corporate Member. If a corporation which is a holder and/or beneficial owner of any Shares in the Company ceases to be controlled by the person or persons who were in control of the corporation at the time when the corporation became a Member of the Company, it shall, within seven days of such cessation of control, give notice in writing to the Company of that fact and unless an Investor Majority or the Directors (with Investor Approval) determine otherwise at the relevant time there shall be deemed to have been given on the date on which the Directors become aware of such cessation (however they become so aware) a Mandatory Transfer Notice in respect of all Shares held and/or beneficially owned by such corporation and any Associate(s) of such corporation. For the purposes of this article 6.8 "control" shall have the same meaning as in sections 450 and 451 Corporation Tax Act 2010. The provisions of this article 6.8 shall not apply to any corporation which holds A Ordinary Shares at the time when these provisions would otherwise operate or any holding company for the time being of any such corporation or any subsidiary of any such holding company.
- 6.9 Transfers to Associates. If a person in whose favour a Permitted Transfer was made pursuant to article 4.4(i) shall cease to be an Associate of the person by whom such Transfer was made then, within seven days of such cessation he shall either (i) Transfer the legal and beneficial title to the Shares back to the original Member provided the original Member is still a director or an employee of, or a consultant to, a Group Company and is not the subject of a Mandatory Transfer Notice, or, (ii) give notice in writing to the Company of the fact that he has ceased to be an Associate of such person and, unless an Investor Majority or the Directors (with Investor Approval) determine otherwise at the relevant time, there shall be deemed to have been given on the date on which the Directors become aware of such cessation (however they become so aware) a Mandatory Transfer Notice in respect of all Shares held by such person and any Associate of such person provided that in the event of the death of a person in whose favour a Permitted Transfer was made pursuant to article 4.4(i), the person by whom such Permitted Transfer was made shall have a period of 30 days within which to re-

acquire the Shares so Transferred, failing which a Mandatory Transfer Notice shall be deemed to have been given in respect of those Shares

- 6.10 Enquiry by Directors; disenfranchisement. For the purpose of ensuring that a Transfer of Shares is a Permitted Transfer or that no circumstances have arisen whereby a Transfer Notice or Mandatory Transfer Notice is required or may be deemed to have been given under any provision of articles 5 or 6, the Directors may from time to time require any Member or the personal representatives of any deceased Member or any person named as Transferee in any instrument of Transfer lodged for registration or any person who was, is or may be an Associate of any of the foregoing, to furnish to the Company such information and evidence as the Directors (with Investor Approval) may think fit regarding any matter which they may deem relevant to such purpose. If such information or evidence discloses that a Transfer Notice ought to have been given in respect of any Shares the Directors (with Investor Approval) may by notice in writing stipulate that a Mandatory Transfer Notice shall as from the date of such notice (or on such future date as may be specified therein) be deemed to have been given by the holders of those Shares and/or their Associates in respect of all or any of such Shares. Failing such information or evidence being furnished to the reasonable satisfaction of the Directors within a reasonable time after request, the Directors (with Investor Approval) shall be entitled:

- (a) to refuse to register the Transfer in question or, in case no Transfer is in question, to require by notice in writing to the holder(s) of the relevant Shares that a Transfer Notice be given in respect of all such Shares (and such notice may stipulate that if a Transfer Notice is not given within a specified period then, upon the expiry of such period, a Mandatory Transfer Notice shall be deemed to have been given in respect of all the relevant Shares); and/or
- (b) to give to the holder(s) of the Shares in question a notice ("a Disenfranchisement Notice") stating that such Shares shall as from the date of such notice no longer confer any right to vote on any written resolution of the Company or of any class of Share, or to receive notice of, attend, speak or vote at any general or class meeting of the Company, or to receive or be entitled to receive any dividend or other distribution until such time as the Directors shall think fit and, as from such date, such Shares shall no longer confer any such rights accordingly.

- 6.11 Interested Directors. A Director (not being an Investor Director) shall be regarded as having an interest which is material and which conflicts with the interests of the Company in (and accordingly shall not (unless prior written consent from the Investor Director(s) is obtained) be entitled to vote in relation to) any matter which requires to be determined or otherwise decided upon by the Directors pursuant to or for the purposes of articles 4, 5 or 6 to the extent such matter relates to any Shares held by such Director or any Associate of such Director or in which such Director is otherwise interested.

- 6.12 Delivery of share certificates. In any case, where a Mandatory Transfer Notice has been deemed to have been given by a Member, such Member shall, upon demand by the Company, deliver up to and lodge with the Company, the share certificate(s) in respect of the relevant Shares.

7 TRANSFER OF A CONTROLLING INTEREST

- 7.1 Definitions. For the purposes of this article:

- (a) the expression "**Buyer**" means any one person (whether or not an existing Member of the Company) but so that any Associate of any such person shall be deemed to be such person;
- (b) the expression "**acquire**" means to be or become the legal and/or beneficial owner of Shares (or the right to exercise the votes attaching to Shares), whether

directly or indirectly and whether by the issue, Transfer, renunciation or conversion of Shares or otherwise and whether all at one time or not;

(c) the expression "**Associate**" means.

- (i) the husband, wife, common law spouse, civil partner, mother, father, grandmother, grandfather, brother, sister, child (including adopted or step child) or other lineal descendant of the relevant person;
- (ii) the trustees of any settlement (whether or not set up by the relevant person) under which the relevant person and/or any other Associate of the relevant person is or is capable of being a beneficiary;
- (iii) any nominee, custodian, bare trustee or equivalent for the relevant person or any other Associate of the relevant person;
- (iv) if the relevant person is a company, any subsidiary or holding company of the relevant person and any other subsidiary of any such holding company,
- (v) any person with whom the relevant person or any Associate of the relevant person is connected, the question of whether any such person is so connected falling to be determined for this purpose in accordance with the provisions of sections 1122 and 1123 Corporation Tax Act 2010, and
- (vi) any person with whom the relevant person is acting in concert (such expression to have the same definition and meaning as that ascribed thereto in the City Code on Take-overs and Mergers as for the relevant time being current);

(d)

- (i) subject as provided in sub-paragraph 7.1(d)(ii) below, the expression "**a Controlling Interest**" means Shares (or the right to exercise the votes attaching to Shares) which confer in the aggregate more than 50 per cent or more of the total voting rights conferred by all the Shares in the capital of the Company for the relevant time being in issue and conferring the right to vote at all general meetings;
- (ii) a person, being a holder of A Ordinary Shares, shall not be deemed to have acquired a Controlling Interest by virtue of the fact that the holders of the A Ordinary Shares become, pursuant to article 3.3(c), entitled to additional votes at general meetings of the Company.

7.2 **Tag-along rights.** Notwithstanding anything to the contrary contained in these Articles, no Buyer shall be entitled or permitted to acquire, and no person shall Transfer any Shares if, as a result, a Buyer (any Shares or any interest in any Shares held by an Associate of the Buyer being treated as being held by the Buyer for this purpose) that does not already have a Controlling Interest would acquire a Controlling Interest in the Company (otherwise than pursuant to a Permitted Transfer), unless and until the Buyer has first made offers, in accordance with articles 7.3 and 7.4 to all the holders of Equity Shares in the Company at the relevant time (of whatever class) (other than the Buyer if he is already such a holder) to purchase from them their entire holdings of Equity Shares in the capital of the Company.

7.3 **Consideration for Offer.**

Each such offer as is referred to in article 7.2 (an "**Offer**") must, in respect of each class of the Company's share capital (and for these purposes the A Ordinary Shares, the B Ordinary Shares and the C Ordinary Shares shall be treated as if they constituted one class of Share), provide for the consideration per Share to be not less than the highest

consideration given or agreed to be given by the Buyer for Equity Shares of that class during the period when the Offer remains open for acceptance or within 6 months prior to its commencement (the "relevant period") For these purposes, "highest consideration" means:

- (a) if only cash is offered under the Offer, or if the Buyer has acquired any Equity Shares of that class for cash in the relevant period, the highest amount of cash per Share thus offered or paid;
- (b) if, in the absence of this article, a non-cash consideration with a cash alternative would be offered under the Offer, or if the Buyer has acquired any Equity Shares of that class for cash in the relevant period, the highest amount of cash per Equity Share thus offered or paid,
- (c) if, in the absence of this article, a non-cash consideration with no cash alternative would be offered under the Offer, but the Buyer has acquired any Equity Shares of that class for cash in the relevant period, the highest amount of cash per Equity Share thus paid, and
- (d) if, in the absence of this article, a non-cash consideration with no cash alternative would be offered under the Offer, and the Buyer has not acquired any Equity Shares of that class for cash in the relevant period, the highest non-cash consideration per Equity Share thus offered.

7.4 Terms of Offer. In addition, any Offer must be made in writing, must be open for acceptance and irrevocable for a period of not less than 10 Business Days and not more than 40 Business Days, must not save with Investor Approval contain any requirement for any holder of A Ordinary Shares to give any representations, warranties or undertakings other than as to their capacity and capability to sell the relevant Shares and all rights thereto and interests therein free from any option, lien, charge or other encumbrance and must not be subject to any condition save only, if the Buyer so wishes, that acceptances must be received for a specified percentage of all the Shares in respect of which the Offer is made.

7.5 Expiry of Offer. If within 40 Business Days of the making of an Offer, the Buyer has not acquired a Controlling Interest then such Offer shall be deemed not to have been made to the extent that the Buyer shall not be entitled to acquire a Controlling Interest at any time thereafter unless and until he has made further Offers.

7.6 Other consideration. In calculating the price at which an Offer is required to be made for the purposes of this article there shall be brought into account any consideration (in cash or otherwise) payable (or which has been paid) which, having regard to the substance of the relevant transaction as a whole, can reasonably be regarded as part of the consideration paid (or provided) or payable (or to be provided) for the Shares in question

7.7 Inquiry by Directors. For the purpose of ensuring:

- (a) that no Buyer has acquired or may acquire a Controlling Interest otherwise than as permitted by this article (and to that end for the purpose of determining whether one person is an Associate of another); or
- (b) that a price offered or proposed to be offered for any Shares is in accordance with article 7.3,

the Directors or an Investor Majority may from time to time require any Member to furnish to the Company or to one or more of the holders of A Ordinary Shares for the time being such information and evidence as the Directors or an Investor Majority may reasonably think fit regarding any matter which they may deem relevant for such purposes.

8 COME ALONG OPTION

- 8.1 **Come Along Option.** Notwithstanding any other provisions of these Articles and, in particular, but without limitation, article 5, if an Investor Majority (together the **"Selling Shareholders"**) at any time after the second anniversary of the Adoption Date (or prior to such second anniversary, with the consent of at least one of Gregory Watson or Gary Parker) wish to transfer all of their A Ordinary Shares to a Buyer (the **"Relevant Shares"**), the Selling Shareholders shall have the option (the **"Come Along Option"**) to require all the other holders of Shares to transfer all their Shares to the Buyer or as the Buyer shall direct in accordance with this article on the same terms and conditions on which the Selling Shareholders sell the Relevant Shares to a Buyer, subject as provided by article 8.9.
- 8.2 **Exercise.** The Selling Shareholders may exercise the Come Along Option by giving notice to that effect (a **"Come Along Notice"**) to all other Members (the **"Called Shareholders"**) at any time before the transfer of Shares referred to in article 8.1. A Come Along Notice shall specify that the Called Shareholders are required to transfer all their Shares (the **"Called Shares"**) pursuant to this article to the Buyer (or as it may direct), the price at which the Called Shares are to be transferred (determined in accordance with article 8.4) and the proposed date of transfer, such proposed date of transfer not being less than 2 Business Days after the date of service of the Come Along Notice. The Company shall as soon as reasonably practicable serve a copy of the Come Along Notice on each person holding options over Shares or any convertible security of the Company (the **"Option Holders"**). Any Option Holder who exercises a pre-existing option to acquire Shares or converts any convertible security of the Company on or at any time after the service of the Come Along Notice by the Selling Shareholders shall be deemed to have received the Come Along Notice in his capacity as a Member in addition to his capacity as an Option Holder in respect of any Shares issued to him pursuant to such exercise and such person shall also thereafter be a Called Shareholder. The provisions of this article 8 shall therefore apply to such Option Holders except that completion of the sale of the Shares shall take place immediately on the later of (i) Come Along Notice being deemed to be served on the Option Holder and (ii) completion of the sale of the Relevant Shares.
- 8.3 **Lapse.** A Come Along Notice is irrevocable but the Come Along Notice and all obligations thereunder will lapse if for any reason there is not a transfer of Shares by the Selling Shareholders to the Buyer as contemplated by article 8.1 within 40 Business Days after the date of the Come Along Notice. The Selling Shareholders shall be entitled to serve further Come Along Notices following the lapse of any particular Come Along Notice.
- 8.4 **Price.** The Called Shareholders shall be obliged to sell the Called Shares at the price specified in the Come Along Notice which shall attribute:
- (a) an equal value to each Equity Share (including the Relevant Shares which are Equity Shares) taking into account any other consideration (in cash or otherwise) payable (or which has been paid) which, having regard to the substance of the transaction as a whole, can reasonably be regarded as part of the consideration paid (or provided) or payable (or to be provided) for the Shares in question;
 - (b) a value to each Preference Share equal to the Issue Price together with all arrears and accruals of dividends payable, but which remain unpaid, on such Preference Share
- 8.5 **Costs.** The Called Shareholders shall be obliged to contribute to the costs (including, without limitation, corporate finance fees and legal costs) and expenses of the sale of the Relevant Shares and the Called Shares on the basis that each of the Selling Shareholders and the Called Shareholders shall pay such costs and expenses in proportion to the number of Equity Shares sold by them respectively.

8.6 Completion Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Selling Shareholders' Shares unless:

- (a) all of the Called Shareholders and the Selling Shareholders agree otherwise; or
- (b) that date is less than two Business Days after the Come Along Notice, where it shall be deferred until the second Business Day after the Come Along Notice.

8.7 Delivery of documents. On or before completion of the sale of the Called Shares, each Called Shareholder shall deliver duly executed documents necessary to accept, Transfer and complete the sale of the Called Shares held by him pursuant to this article 8, including any instrument(s) of Transfer in respect of his Called Shares, together with the relevant share certificate(s) (or an indemnity in a form satisfactory to the Board) to the Company.

8.8 Power of attorney As security for the obligations of the Called Shareholders under this article 8, service of a Drag Along Notice shall automatically, and without the giving of any further notice or communication, constitute the irrevocable and unconditional appointment of each of the Directors (collectively and individually) as the agent and/or attorney of each Called Shareholder with authority in the name and on behalf of such Called Shareholder to:

- (a) execute and deliver any document referred to in article 8.7; and
- (b) do such other things as may be necessary to accept, Transfer and complete the sale of the Called Shares held by such Called Shareholder pursuant to this article 8.

If any of the Directors executes and delivers to the Buyer (or its agent) on behalf of a Called Shareholder any necessary instrument(s) of Transfer, the Company may receive the purchase money in trust for such Called Shareholder without any obligation to pay interest and (notwithstanding (if such is the case) that he has failed to deliver up the share certificate(s) in respect of such Shares) shall (subject to so receiving the purchase money) cause the Buyer (or its nominees) to be registered as the holder(s) of such Shares. The Transfer(s) and the receipt by the Company of the purchase money shall constitute good title to the Shares and the receipt shall be a good discharge to the Buyer, who shall not be bound to see to the application of the purchase money and whose title to the Shares shall not be affected by any irregularity in or invalidity of the proceedings relating to their disposal under this article.

8.9 For the purposes of this article the following variations in the terms and conditions on which the Relevant Shares and the Called Shares shall be sold pursuant to this article 8 shall be permitted:

- (a) variations in the warranties and indemnities (if any) to be given by Members in respect of the sale of the Relevant Shares and Called Shares;
- (b) variations in the amount (if any) of the consideration for the sale of those Shares that is to be retained in an escrow account (or a similar retention mechanism);
- (c) variations in the amount (if any) of the consideration for the sale of the Relevant Shares and Called Shares to be paid otherwise than in cash (a "Rollover Alternative"); and
- (d) variations in the Members to whom a Rollover Alternative is offered.

provided that the Called Shareholders may not be obliged (compared to the Selling Shareholders) to give warranties and indemnities with a greater scope; have more consideration retained in escrow; or have less consideration paid in cash; or otherwise to transfer the Called Shares on worse terms overall compared to the Selling Shareholders

- 8 10 Any transfer of Shares to a Buyer (or as they may direct) pursuant to a sale in respect of which a Come Along Notice has been duly served shall be a Permitted Transfer and shall not be subject to the provisions of articles 5 or 7.

9 COMPLIANCE BY SUBSIDIARIES

The Company shall procure that each other Group Company shall comply with those provisions of these Articles which are expressed to apply to a Group Company and that no Group Company shall do or permit to be done any act, matter or thing which if it were done or permitted to be done by the Company would constitute a breach by the Company of any provision of these Articles or would require any consent, approval or sanction under these Articles, unless in such latter case such consent, approval or sanction has first been obtained

10 POWERS TO ISSUE DIFFERENT CLASSES OF SHARE

Subject to these Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by an ordinary resolution

11 ISSUE OF NEW SHARES

- 11.1 Subject to articles 10 and 12, the Company has the power to allot and issue shares and to grant rights to subscribe for, or to convert any security into, shares pursuant to those rights
- 11.2 Pursuant to s.567 of the Companies Act 2006, the provisions of ss 561 and 562 of the Act shall be excluded and shall not apply to the Company.

12 PRE-EMPTION

- 12.1 Subject to article 12 7, the Company shall not issue any Equity Securities to any person unless, prior thereto, the Company has given notice (an "Issue Offer Notice") to each Member (other than those excluded pursuant to article 12 11) for the relevant time being holding Equity Shares (the "Relevant Members") informing each of them of the proposed issue and setting out:
- (a) the maximum number of Equity Securities which the Company proposes to issue ("Subscription Securities");
 - (b) the price and other terms on which the Company proposes to issue the Subscription Securities; and
 - (c) offering each Relevant Member the opportunity within a period determined by the Directors which shall be not less than 10 Business Days (the "Issue Offer Period") to apply in writing (the "Acceptance Notice") to subscribe (on the stipulated terms set out therein) for their pro rata portion of the Subscription Securities determined on the basis of such Relevant Member's holding of Equity Shares expressed as a proportion of the total number of Equity Shares in issue and held by the Relevant Members immediately prior to the issue of Subscription Securities (its "Relevant Percentage"),

(being the "Issue Offer"). An Issue Offer may, with Investor Approval or if so required by an Investor Majority shall, be conditional on Relevant Members also subscribing for other Share Securities and/or Debt Securities in the Company or any other Group Company as set out in the Issue Offer Notice ("Other Securities"), pro-rata (so far as reasonably practicable so as to avoid fractions) to the proportion of the Subscription Securities to be subscribed for by them pursuant to the Issue Offer (in which case any Acceptance Notice which purports to subscribe for Subscription Securities and Other Securities other than on such a pro rata basis shall be void).

- 12.2 Save as determined by the Directors with Investor Approval or by an Investor Majority, any Equity Shares issued by the Company shall to the extent that they are subscribed for by any Member be designated as Equity Shares of the same class as the Equity Shares already held by that Member having all the rights, privileges and restrictions attaching to that class of Equity Shares and in the event that that Member holds Equity Shares of different classes shall be designated as Equity Shares of the same classes as the Equity Shares already held by that Member as nearly as may be in proportion to the Equity Shares of each class already held by such Member.
- 12.3 A Relevant Member shall be able to indicate on the Acceptance Notice that it is prepared to acquire an additional amount of Subscription Securities in excess of its Relevant Percentage (such Relevant Member being for the purposes of this article an "Excess Subscriber") if and to the extent other Relevant Members do not exercise their rights pursuant to the Issue Offer. The Company shall allocate such additional Subscription Securities to and amongst the Excess Subscribers up to the additional amount they have indicated they are prepared to acquire which shall, if necessary, be allocated between them pro rata to and based on their Relevant Percentages.
- 12.4 Following the expiry of the Issue Offer Period, the Company shall notify each of the Members who has accepted the Issue Offer of the number of Subscription Securities to be allotted to each Member and, if the Company has not received subscriptions in respect of all the Subscription Securities, the Company may offer the Subscription Securities not accepted by the Members to such person as the Board shall decide at a price and on terms no more favourable than those set out in the Issue Offer Notice provided that the issue of the Subscription Securities takes place within 3 months after the date on which the Issue Offer Period ended.
- 12.5 Following the allocation of the Subscription Securities pursuant to article 12.4
- (a) each subscriber shall pay by means of telegraphic transfer for same day value on the relevant payment date the relevant subscription price for its Subscription Securities (and, if applicable, Other Securities) to such bank account as the Company shall have notified to the subscribers; and
 - (b) the Company (and, if applicable, the relevant Group Company) shall issue the relevant Subscription Securities (and, if applicable, Other Securities) to the subscribers and shall procure that each subscriber is entered into the Company's register of members and the Company shall issue share certificates to each subscriber in respect of the relevant Subscription Securities.
- 12.6 Except as specified in this article 12.6, no right of pre-emption (under any law, articles of association or otherwise) shall apply to the issue by the Company of any Share Security or the entering into of any arrangements by the Company in relation thereto, but without prejudice to the requirement for any consents required under the terms of the Investment Agreement, these Articles or otherwise.
- 12.7 The provisions of article 12.1 shall not apply to:
- (a) any issues of Equity Securities on the Adoption Date in accordance with the Investment Agreement (or any document referred to in the Investment Agreement); or
 - (b) an issue of Equity Securities with the prior written consent of an Investor Majority;
 - (c) the issue of Reserved Shares (as defined in, and in accordance with the Investment Agreement) to employees of any Group Company or to an EBT to be held on behalf of any such employees; or
 - (d) any issue of Equity Securities in circumstances where there is a subsisting Material Default,

each a **"Permitted Issue"**.

- 12.8 If pursuant to articles 12.7(b) or 12.7(d) or clause 17 of the Investment Agreement, any Investor ("Initial Subscribers") subscribes for Equity Securities (the "Initial Subscription") without the Company complying with article 12.1, any Relevant Members who did not participate in such Initial Subscription, shall be given the right, for a period of not less than 20 Business Days commencing on or before the date of such Initial Subscription, to subscribe for and/or if the Board with Investor Consent so determines, acquire from the Initial Subscribers such number of Equity Securities on the same terms as the Initial Subscribers (subject as set out in article 12.9) and on a pro rata basis (rounded down to the nearest share as the case may be) to the number of Equity Shares held by them immediately prior to the Initial Subscription to the effect that, were such right to be accepted in full, each such Relevant Member would hold the equivalent proportion of the relevant Equity Securities as if article 12.1 had been complied with in full.
- 12.9 Any right under article 12.8 may, with Investor Approval or if so required by an Investor Majority shall, be conditional on the relevant Members also subscribing for, or (if the Board so determines) acquiring from the Initial Subscribers, such other Share Securities and/or Debt Securities in the Company or any other Group Company for which the Initial Subscribers are subscribing or have subscribed in connection with the Initial Subscription ("Other Securities") on the same terms as the Initial Subscribers (subject as set out in article 12.10) and on the same pro rata basis as is referred to in article 12.8 to the effect that, were the right referred to in article 12.8 to be accepted in full, each such Relevant Member would hold the equivalent proportion of both the relevant Equity Securities and the relevant Other Securities as if article 12.1 had been conditional upon subscription for such Other Securities and complied with in full (in which case any purported exercise of the right which does not apply to the relevant Share Securities and Other Securities on such a pro rata basis shall be void).
- 12.10 In the event of a sale and acquisition of Share Securities (and, if applicable, Other Securities) from Initial Subscribers pursuant to articles 12.8 and 12.9, the Initial Subscribers shall be bound to transfer the relevant Share Securities (and, if applicable, Other Securities) with full title guarantee, free from all Encumbrances.
- 12.11 Restricted offerees The Company shall not be required to make an offer under article 12.1 or 12.8, to any person who remains a Member but who has been deemed to have given a Mandatory Transfer Notice on or prior to the date on which any such offer is made and such Member shall not be a Relevant Member for the purposes of this article 12.11. In addition, if, during the period between the date on which any such offer is made and (following the acceptance of such offer by a Member) the subscription or acquisition of the relevant Share Securities (and, if applicable, Other Securities) by such Member is completed, such Member is deemed to have given a Mandatory Transfer Notice then such Member shall cease to be a Relevant Member for the purposes of this article 12.11 and shall be deemed not to have accepted such offer and the relevant Share Securities (and, if applicable, Other Securities) shall be re-allocated accordingly.

13 RESTRUCTURE

- 13.1 If an Investor Majority accept a Restructure in respect of the Shares held by them then such acceptance shall compel all other Members, without the giving of any further notice or communication, to dispose of their Shares to the New Holdco on the terms of the Restructure and (as security for such obligations) shall automatically, and without the giving of any further notice or communication, constitute the irrevocable and unconditional appointment of each of the Directors (collectively and individually) as the agent and/or attorney of each of the other Members with authority in the name and on behalf of such other Member to:
- (a) execute and deliver any form of acceptance or instrument(s) of Transfer of Shares in favour of the New Holdco and/or such subscription or any other

documents necessary for allotment and issue of the New Holdco Shares in exchange therefor; and

(b) to do such other things as may be necessary to facilitate the Restructure,

and the consideration, including documents evidencing entitlement to New Holdco Shares for such transfer, shall be received and held by the Company on behalf of any such other Member. Such consideration shall be released by the Company to any such other Member upon the relevant Member delivering to the Company their share certificate or an indemnity for lost share certificate in a form acceptable to the Directors.

14 MISSION

14.1 The purposes of the Company are to promote the success of the Company for the benefit of its members as a whole and, through its business and operations, to have a material positive impact on society, with particular regard to vulnerable young people.

14.2 A Director shall have regard (amongst other matters) to

- (a) the likely consequences of any decision in the long term;
- (b) the interests of the Company's employees;
- (c) the need to foster the Company's business relationships with suppliers, customers and others;
- (d) the impact of the Company's operations on the community, vulnerable young people and the environment;
- (e) the desirability of the Company maintaining a reputation for high standards of business conduct; and
- (f) the need to act fairly as between members of the Company,

(together, the matters referred to above shall be defined for the purposes of this Article as the "Stakeholder Interests").

14.3 For the purposes of a Director's duty to act in the way he or she considers, in good faith, most likely to promote the success of the Company, a Director shall not be required to regard the benefit of any particular Stakeholder Interest or group of Stakeholder Interests as more important than any other.

14.4 Nothing in this Article express or implied, is intended to or shall create or grant any right or any cause of action to, by or for any person (other than the Company).

PART B

Directors' Powers and Responsibilities

15 DIRECTORS' GENERAL AUTHORITY

Subject to these Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

16 MEMBERS' RESERVE POWER

16.1 The Members may, by special resolution, direct the Directors to take, or refrain from taking, specified action.

- 16.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution

17 DIRECTORS MAY DELEGATE

- 17.1 Subject to these Articles, the Directors may delegate any of the powers which are conferred on them under these Articles:

- (a) to such person or committee;
- (b) by such means (including by power of attorney),
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions,

as they think fit. The power to delegate shall be effective in relation to the powers, authorities and discretions of the Directors generally and shall not be limited by the fact that in certain of these Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Directors or by a committee authorised by the Directors.

- 17.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

- 17.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

18 COMMITTEES

- 18.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by Directors.

- 18.2 A member of a committee need not be a Director.

- 18.3 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them.

Decision-Making by Directors

19 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 19.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with article 18.

- 19.2 If:

- (a) the Company only has one Director, and
- (b) no provision of these Articles requires it to have more than one Director,

the general rule does not apply, and the Director may take decisions without regard to any of the provisions of these Articles relating to Directors' decision-making

20 UNANIMOUS DECISIONS

- 20.1 A decision of the Directors is taken in accordance with this article when all eligible Directors indicate to each other by any means that they share a common view on a matter

20.2 Such a decision may take the form of a resolution in writing signed by each eligible Director (whether or not each signs the same document) or to which each eligible Director has otherwise indicated agreement in writing.

20.3 References in these Articles to "eligible Directors" are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting (but excluding any Director whose vote is not to be counted in respect of that particular matter).

20.4 A decision may not be taken in accordance with this article if the eligible Directors would not have formed a quorum at such a meeting

21 CALLING A DIRECTORS' MEETING

21.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the company secretary (if any) to give such notice.

21.2 Notice of any Directors' meeting must indicate its proposed date and time, where it is to take place and, if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

21.3 Notice of a Directors' meeting need not be in writing and must be given to each Director provided that, if a Director is (whether habitually or temporarily) absent from the United Kingdom, the Company has an address for the Director for sending or receiving documents or information by electronic means to or from the Director outside the United Kingdom

21.4 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 not more than seven days 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.

22 PARTICIPATION IN DIRECTORS' MEETINGS

22.1 Subject to these Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when the meeting has been called and takes place in accordance with these Articles and they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

22.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

22.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

23 QUORUM FOR DIRECTORS' MEETINGS

23.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

23.2 Subject to the provisions of Part A of these Articles, the quorum for Directors' meetings may be fixed from time to time by a decision of the Directors and unless otherwise fixed it is two provided that:

- (a) if and so long as there is only one Director the quorum shall be one; and
- (b) for the purposes of any meeting held pursuant to article 26 to authorise a Director's conflict, if there is only one Director besides the Director concerned and any other Directors with a similar interest, the quorum shall be one.

- 23.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision to appoint further Directors, or to call a general meeting so as to enable the Members to appoint further Directors

24 CHAIRING OF DIRECTORS' MEETINGS

- 24.1 The chairman shall chair meetings of the Directors. If no such person is appointed for the time being the Directors may appoint a Director to chair their meetings
- 24.2 The Directors may with Investor Approval (and shall if so required by an Investor Majority) terminate the chairman's appointment at any time.
- 24.3 If no Director has been appointed chairman, or the chairman is unwilling to chair the meeting or is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

25 CASTING VOTE

- 25.1 If the numbers of votes for and against a proposal are equal, the chairman or such other Director chairing the meeting has a casting vote
- 25.2 But this does not apply if, in accordance with these Articles, the chairman or such other Director is not to be counted as participating in the decision-making process for quorum or voting purposes

26 DIRECTORS' INTERESTS AND CONFLICTS

- 26.1 Subject to the provisions of the Companies Act and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director may, notwithstanding his office or that, without the authorisation conferred by this article, he would or might be in breach of his duty under section 175 of the Companies Act to avoid conflicts of interest.

- (a) be interested in Shares or other securities issued by the Company; be a director or other officer of, or employed by, or otherwise be interested in (whether by virtue of a contract or arrangement or otherwise) or owe any duty to a Group Company or any undertaking in the Group or any undertaking in which the Company or any undertaking in the Group is otherwise interested; or
- (b) if he is an Investor Director, be a director or other officer of, or employed by, or otherwise interested in (whether by virtue of a contract or arrangement or otherwise) or owe any duty to an Investor or any undertaking in the same group as an Investor, or any undertaking in which an Investor or an undertaking in the same group as an Investor is otherwise interested.

- 26.2 No Director shall:

- (a) by reason of his office, be accountable to the Company for any benefit which he derives from any office or employment, or by virtue of any interest or duty, that is authorised under article 26.1 (and no such benefit shall constitute a breach of the duty under the Companies Act not to accept benefits from third parties, and no transaction or arrangement shall be liable to be avoided on the ground of any such benefit);
- (b) be in breach of his duties as a Director by reason only of his excluding himself from the receipt of information, or from participation in decision-making and discussion (whether at meetings of the Directors or otherwise), that will or may relate to any office, employment or interest that is authorised under article 26.1;
- (c) be required to disclose to the Company, or use in relation to the Company's affairs, any confidential information obtained by him in connection with any office

or employment or by virtue of any interest or duty that is authorised under article 26.1(a) or article 26.1(b) if his doing so would result in a breach of a duty or an obligation of confidence owed by him in that connection;

- (d) if he is an Investor Director, be required to disclose to the Company, or use in relation to the Company's affairs, any confidential information (or, if he is engaged in advising the relevant Investor as to investment decisions, information of a sensitive nature) obtained by him in connection with any office or employment or by virtue of any interest or duty that is authorised under article 26.1 or through his dealings with the relevant Investor, if his doing so would result in a breach of a duty or an obligation of confidence owed by him or by the Investor in that connection or in relation to those dealings; or
- (e) if he is an Investor Director, be in breach of his duties as a Director by reason only of his passing information belonging to the Company or relating to its business or affairs to the relevant Investor.

26.3 The Directors may, if the quorum and voting requirements set out below are satisfied, authorise any matter that would otherwise involve a Director breaching his duty under section 175 of the Companies Act to avoid conflicts of interest, and any Director (including the Director concerned) may propose that the Director concerned be authorised in relation to any matter the subject of such a conflict provided that:

- (a) such proposal and any authority given by the Directors shall be effected in the same way that any other matter may be proposed to and resolved upon by the Directors under the provisions of these Articles, except that the Director concerned and any other Director with a similar interest:
 - (i) shall not be counted for quorum purposes as participating in the decision-making process while the conflict is under consideration;
 - (ii) may, if the other Directors so decide, be excluded from participating in the decision-making process while the conflict is under consideration; and
 - (iii) shall not vote on any resolution authorising the conflict except that, if he does vote, the resolution will still be valid if it would have been agreed to if his vote had not been counted; and
- (b) where the Directors give authority in relation to such a conflict:
 - (i) they may (whether at the time of giving the authority or at any time or times subsequently) impose such terms upon the Director concerned as they may determine, including, without limitation, the exclusion of that Director from the receipt of information, or participation in decision-making or discussion (whether at meetings of the Directors or otherwise) related to the matter giving rise to the conflict,
 - (ii) the Director concerned will be obliged to conduct himself in accordance with any terms imposed from time to time by the Directors in relation to the conflict but will not be in breach of his duties as a Director by reason of his doing so;
 - (iii) the authority may provide that, where the Director concerned obtains (otherwise than by virtue of his position as a Director) information that is confidential to a third party, the Director will not be obliged to disclose that information to the Company, or to use the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence;

- (iv) the authority may also provide that the Director concerned shall not be accountable to the Company for any benefit that he receives as a result of the matter giving rise to the conflict;
 - (v) the receipt by the Director concerned of any remuneration or benefit as a result of the matter giving rise to the conflict shall not constitute a breach of the duty under section 176 of the Companies Act not to accept benefits from third parties;
 - (vi) the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded);
 - (vii) the Directors may withdraw such authority at any time; and
- (c) in the circumstances of an authorisation of a Director other than an Investor Director, the Investor Director(s) shall have voted in favour of such authorisation on the same terms.
- 26.4 Subject to article 26.5, if a question arises at a meeting of Directors or a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman, whose ruling in relation to any Director other than the chairman is to be final and conclusive.
- 26.5 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the Directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes
- 26.6 Except to the extent that article 6.11, article 26.3 or the terms of any authority given under article 26.3 may otherwise provide, and without prejudice to such disclosure as is required under the Companies Act, a Director (including an alternate Director) may be a party to, or otherwise interested in, any transaction or arrangement with the Company and shall be entitled for quorum and voting purposes to participate in the decision-making process on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty that conflicts or may conflict with the interests of the Company.

27 RECORDS OF DECISIONS TO BE KEPT

The Directors must ensure that the Company keeps a record, in hard copy form, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors

28 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to these Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

Appointment of Directors

29 METHODS OF APPOINTING AND REMOVING DIRECTORS

29.1 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:

- (a) by ordinary resolution; or
- (b) by a decision of the Directors (whether by way of a resolution in writing or at a meeting of Directors).

29.2 If the Company has no Directors and, by virtue of death or Bankruptcy, no Member is capable of acting, the Transmittée of the last Member to have died or to have had a Bankruptcy order made against him has the right, by notice in writing, to appoint a person to be a Director.

29.3 For the purposes of article 29.2, where two or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member.

30 TERMINATION OF DIRECTOR'S APPOINTMENT

30.1 A person ceases to be a Director as soon as:

- (a) that person ceases to be a Director by virtue of any provision of the Companies Act or is prohibited from being a director by law;
- (b) a Bankruptcy order is made against that person,
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) he becomes, in the opinion of all his co-Directors, incapable by reason of mental disorder or physical incapacity of discharging his duties as a Director;
- (e) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms;
- (f) he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his office be vacated;
- (g) in the case of a person who is also an employee of the Company or another Group Company, he ceases to be such an employee and an Investor Director requests that his office be vacated,
- (h) all the other Directors unanimously agree that his office be vacated; or
- (i) he is otherwise duly removed from office.

31 DIRECTORS' REMUNERATION

31.1 Directors may undertake any services for the Company that the Directors decide.

31.2 Directors are entitled to such remuneration as the Directors determine for their services to the Company as Directors, and for any other service which they undertake for the Company.

31.3 Subject to these Articles, a Director's remuneration may take any form, and include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.

31.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

32 DIRECTORS' EXPENSES

32.1 The Company may pay any reasonable expenses which the Directors (and the alternate Directors and the company secretary) properly incur in connection with their attendance at meetings of Directors or committees of Directors, general meetings, or separate meetings of the holders of any class of Shares or of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

Alternate Directors

33 APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

- 33.1 Any Director may appoint as an alternate any other Director or, with Investor Approval, any other person to exercise that Director's powers and carry out that Director's responsibilities in relation to the taking of decisions by the Directors, in the absence of the alternate's appointor
- 33.2 Any appointment or removal of an alternate must identify the proposed alternate and be effected by notice in writing (including, without limitation, in electronic form) to the Company, or in any other manner approved by the Directors

34 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

- 34.1 An alternate Director may act as alternate Director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's appointor.

- 34.2 Except as these Articles specify otherwise, alternate Directors:

- (a) are deemed for all purposes to be Directors;
- (b) are liable for their own acts and omissions,
- (c) are subject to the same restrictions as their appointors; and
- (d) are not deemed to be agents of or for their appointors,

and, in particular (without limitation), each alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member.

- 34.3 A person who is an alternate Director is entitled, in the absence of his appointor, to form part of the quorum and vote as an alternate (in addition to his own vote if he is a Director and to any other vote he may have as alternate for another appointor):

- (a) in decision-making of the Directors (but only if his appointor is an eligible Director in relation to that decision, not if he is himself a Director but is not so eligible); and
- (b) he shall not count as more than one Director for the purposes of determining whether there is a quorum, whether in relation to a meeting of the Directors or a unanimous decision

- 34.4 Where an alternate Director participates in a unanimous decision it is not necessary for his appointor also to participate in it.

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

35 TERMINATION OF ALTERNATE DIRECTORSHIP

- 35.1 An alternate Director's appointment as an alternate terminates:

- (a) when the alternate's appointor revokes the appointment by notice to the Company in writing (including, without limitation, in electronic form) specifying when it is to terminate;
- (b) on expiry of any period specified in the notice of appointment given in accordance with article 33.2,

- (c) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director;
- (d) on the death of the alternate's appointor;
- (e) when the alternate's appointor's appointment as a Director terminates; or
- (f) when the alternate is removed in accordance with these Articles

Shares

36 POWERS TO ISSUE DIFFERENT CLASSES OF SHARE AND PURCHASE OF OWN SHARES

- 36.1 Subject to these Articles, but without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as may be determined by ordinary resolution.
- 36.2 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares.
- 36.3 The Company may purchase its own Shares (including any redeemable shares) in any manner permitted by the Companies Act, including in accordance with section 692(i)(b).

37 PAYMENT OF COMMISSIONS ON SUBSCRIPTION FOR SHARES

- 37.1 The Company may pay any person a commission in consideration for that person:
 - (a) subscribing, or agreeing to subscribe, for Shares; or
 - (b) procuring, or agreeing to procure, a subscription for Shares.
- 37.2 Any such commission may be paid:
 - (a) in cash, or in fully paid or partly paid Shares or other securities, or partly in one way and partly in the other, and
 - (b) in respect of a conditional or an absolute subscription

38 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

- 38.1 Except as required by law, no person is to be recognised by the Company as holding any Share upon any trust, and except as otherwise required by law or these Articles, the Company is not in any way to be bound by or recognise any interest in a Share other than the holder's absolute ownership of it and all the rights attaching to it.

39 FRACTIONAL ENTITLEMENTS

- 39.1 Where there has been a consolidation or division of Shares and, as a result, Members are entitled to fractions of Shares, the Directors may:
 - (a) sell the Shares representing the fractions to any person including the Company for the best price reasonably obtainable;
 - (b) authorise any person to execute an instrument of Transfer of the Shares to the purchaser or a person nominated by the purchaser; and
 - (c) distribute the net proceeds of sale in due proportion among the holders of the Shares.

- 39.2 Where any holder's entitlement to a portion of the proceeds of sale under article 39.1 amounts to less than a minimum figure determined by the Directors, that Member's portion may be retained for the benefit of the Company.
- 39.3 The person to whom the Shares are Transferred pursuant to article 39.1 is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions. The Transferee's title to the Shares shall not be affected by any irregularity in or invalidity of the proceedings relating to their disposal under this article 39.

Lien and Forfeiture

40 COMPANY'S LIEN OVER SHARES

- 40.1 The Company has a lien (the "**Company's lien**") over every Share, whether or not fully paid, which is registered in the name of any person indebted or under any liability to the Company, whether he is the sole registered holder of the Share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person) to the Company, whether payable immediately or at some time in the future
- 40.2 The Company's lien over a Share:
- (a) takes priority over any third party's interest in that Share, and
 - (b) extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.
- 40.3 The Directors may (with Investor Approval) at any time decide that a Share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part.
- 40.4 If an Investor Majority so decides, the Directors may give a lien enforcement notice in respect of a Share and, if the person to whom the lien enforcement notice was given has failed to comply with it, the Company may sell such Share and the Transfer shall be deemed to be a Permitted Transfer for the purposes of article 4.
- 40.5 A lien enforcement notice:
- (a) may only be given in respect of a Share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
 - (b) must specify the Share concerned;
 - (c) must require payment of the sum within 14 clear days of the notice;
 - (d) must be addressed either to the holder of the Share or to a Transmittree of that holder; and
 - (e) must state the Company's intention to sell the Share if the notice is not complied with.
- 40.6 Where Shares are sold under this article, the Directors may authorise any person to execute an instrument of Transfer of the Shares to the purchaser or to a person nominated by the purchaser and the Transferee is not 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 proceedings relating to their disposal under this article 40.
- 40.7 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice; and

- (b) second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation, or an indemnity in a form reasonably satisfactory to the Directors has been given for any lost certificates, and subject to a lien equivalent to the Company's lien over the Shares before the sale for any money payable (whether immediately or at some time in the future) after the date of the lien enforcement notice.
- 40.8 A statutory declaration by a Director or the company secretary (if any) that the declarant is a Director or the company secretary and that a Share has been sold to satisfy the Company's lien on a specified date:
 - (a) is 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, constitutes a good title to the Share.
- 41 CALL NOTICES**
 - 41.1 Subject to these Articles and the terms on which Shares are allotted, the Directors may send a notice (a "call notice") to a Member requiring the Member to pay the Company a specified sum of money (a "call") which is payable in respect of his Shares at the date when the Directors decide to send the call notice.
 - 41.2 A call notice:
 - (a) may not require a Member to pay a call which exceeds the total sum unpaid on the Shares (whether as to nominal value or any amount payable to the Company by way of premium),
 - (b) must state when and how any call to which it relates is to be paid; and
 - (c) may permit or require the call to be made in instalments.
 - 41.3 A Member must comply with the requirements of a call notice, but no Member is obliged to pay any call before 14 clear days have passed since the call notice was sent.
 - 41.4 Before the Company has received any call due under a call notice, the Directors may revoke it wholly or in part or specify a later time for payment than is specified in the call notice, in each case by a further call notice in writing to the Member in respect of whose Shares the call is made
 - 41.5 The Directors may, if they think fit, receive from any Member willing to advance them all or any part of the monies unpaid and uncalled upon the Shares held by him and may pay interest upon the monies so advanced (to the extent such monies exceed the amount of the calls due and payable upon the Shares in respect of which they have been advanced) at such rate (not exceeding 15 per cent. per annum unless the Company by ordinary resolution otherwise directs) as the Directors may determine. A payment in advance of calls shall extinguish, to the extent of it, the liability upon the Shares in respect of which it is advanced.
- 42 LIABILITY TO PAY CALLS**
 - 42.1 Liability to pay a call is not extinguished or transferred by Transferring the Shares in respect of which it is required to be paid.
 - 42.2 Joint holders of a Share are jointly and severally liable to pay all calls in respect of that Share.

- 42.3 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 pay calls which are not the same or to pay calls at different times.

43 WHEN CALL NOTICE NEED NOT BE ISSUED

- 43.1 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 on allotment, on the occurrence of a particular event, or on a date fixed by or in accordance with the terms of issue.
- 43.2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the Share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

44 FAILURE TO COMPLY WITH CALL NOTICE: AUTOMATIC CONSEQUENCES

- 44.1 If a person is liable to pay a call and fails to do so by the call payment date the Directors may issue a notice of intended forfeiture to that person, and until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate.
- 44.2 For the purposes of this article:
- (a) the "call payment date" is 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 it is that later date, and
 - (b) the "relevant rate" is:
 - (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, 5 per cent per annum.
- 44.3 The relevant rate must not exceed by more than 5 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.
- 44.4 The Directors may waive any obligation to pay interest on a call wholly or in part

45 NOTICE OF INTENDED FORFEITURE

- 45.1 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) must be sent to the holder of that Share (or all the joint holders of that Share) or to a Transmittree of that holder,
 - (c) must 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 less than 14 clear days after the date of the notice of intended forfeiture;
 - (d) must state how the payment is to be made; and

- (e) must state that if the notice of intended forfeiture is not complied with, the Shares in respect of which the call is payable will be liable to be forfeited.

46 DIRECTORS' POWER TO FORFEIT SHARES

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, the Directors may (with Investor Approval) decide that any Share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other monies payable in respect of the forfeited Shares and not paid before the forfeiture.

47 EFFECT OF FORFEITURE

47.1 Subject to these Articles, the forfeiture of a Share extinguishes all interests in that Share, and all claims and demands against the Company in respect of it, and all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company.

47.2 Any Share which is forfeited in accordance with these Articles:

- (a) is deemed to have been forfeited when the Directors decide that it is forfeited;
- (b) is deemed to be the property of the Company; and
- (c) may be sold, re-allotted or otherwise disposed of and such sale, re-allotment or disposal shall be deemed to be a Permitted Transfer for the purposes of article 4.
- (d) If a person's Shares have been forfeited:
- (e) the Company must send that person notice that forfeiture has occurred and record it in the register of Members,
- (f) that person ceases to be a Member in respect of those Shares;
- (g) that person must surrender the certificate for the Shares forfeited to the Company for cancellation;
- (h) that person remains 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
- (i) the Directors may 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.

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

48 PROCEDURE FOLLOWING FORFEITURE

48.1 If a forfeited Share is to be disposed of by being Transferred, the Company may receive the consideration for the Transfer and the Directors may authorise any person to execute the instrument of Transfer.

48.2 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a Share has been forfeited on a specified date:

- (a) is 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, constitutes a good title to the Share.
- 48.3 A person to whom a forfeited Share is Transferred is not 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 proceedings relating to the forfeiture or Transfer of the Share.
- 48.4 If the Company sells a forfeited Share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which was, or would have become, payable and had not, when that Share was forfeited, been paid by that person in respect of that Share, but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them.
- 49 SURRENDER OF SHARES**
- 49.1 With Investor Approval, a Member may surrender any Share:
 - (a) in respect of which the Directors may issue a notice of intended forfeiture;
 - (b) which the Directors may forfeit; or
 - (c) which has been forfeited.
- 49.2 The Directors may accept the surrender of any such Share
- 49.3 The effect of surrender on a Share is the same as the effect of forfeiture on that Share.
- 49.4 A Share which has been surrendered may be dealt with in the same way as a Share which has been forfeited
- 49.5 The surrender of the Share and any such dealing with the Share shall be deemed to be a Permitted Transfer for the purposes of article 4.
- 50 SHARE CERTIFICATES**
- 50.1 The Company must issue each Member, free of charge, with one or more certificates in respect of the Shares which that Member holds.
- 50.2 Every certificate must specify.
 - (a) in respect of how many Shares, of what class, it is issued;
 - (b) the nominal value of those Shares,
 - (c) the amount (if any) paid up on them, and
 - (d) any distinguishing numbers assigned to them.
- 50.3 No certificate may be issued in respect of Shares of more than one class.
- 50.4 If more than one person holds a Share, only one certificate may be issued in respect of it.
- 50.5 Certificates must:
 - (a) have affixed to them the Company's common seal; or
 - (b) be otherwise executed in accordance with the Companies Act.
- 50.6 The Directors may determine, either generally or in relation to any particular case, that any signature on any certificate need not be autographic but may be applied by some

mechanical or other means, or printed on the certificate, or that certificates need not be signed

51 REPLACEMENT SHARE CERTIFICATES

51.1 If a certificate issued in respect of a Member's Shares is damaged or defaced, or said to be lost, stolen or destroyed, that Member is entitled to be issued with a replacement certificate in respect of the same Shares.

51.2 A Member exercising the right to be issued with such a replacement certificate.

- (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 a reasonable fee as the Directors decide.

52 SHARE TRANSFERS

52.1 Shares may be Transferred by means of an instrument of Transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the Transferor and, if the Shares are not fully paid, the Transferee.

52.2 No fee may be charged for registering any instrument of Transfer or other document relating to or affecting the title to any Share.

52.3 The Company may retain any instrument of Transfer which is registered.

52.4 The Transferor remains the holder of a Share until the Transferee's name is entered in the register of Members as holder of it.

52.5 The Directors may refuse to register the Transfer of any Share:

- (a) which is not fully paid, to a person of whom they do not approve;
- (b) on which the Company has a lien;
- (c) unless:
 - (i) it is lodged at its registered office or at such other place in England as the Directors may appoint and is accompanied by the certificate for the Shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the Transferor to make the Transfer;
 - (ii) it is in respect of only one class of Shares;
 - (iii) it is in favour of not more than four Transferees; and
 - (iv) 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.

52.6 If the Directors refuse to register the Transfer of a Share they shall within two months after the date on which the Transfer was lodged send the Transferee the notice of refusal together with their reasons for refusal and, unless they suspect that the proposed Transfer may be fraudulent, the instrument of Transfer.

53 TRANSMISSION OF SHARES

- 53.1 If title to a Share passes to a Transmittree, the Company may only recognise the Transmittree as having any title to that Share.
- 53.2 Nothing in these Articles releases the estate of a deceased Member from any liability in respect of a Share solely or jointly held by that Member
- 53.3 A Transmittree who produces such evidence of entitlement to Shares as the Directors may properly require:
- (a) may, subject to these Articles (including without limitation article 6.2), choose either to become the holder of those Shares or to have them Transferred to another person; and
 - (b) subject to these Articles and pending any Transfer of the Shares to another person, has the same rights as the holder had.
- 53.4 But Transmittrees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which they are entitled, by reason of the holder's death or Bankruptcy or otherwise, unless they become the holders of those Shares.

54 EXERCISE OF TRANSMITTEES' RIGHTS

- 54.1 Transmittrees who wish to become the holders of Shares to which they have become entitled must notify the Company in writing of that wish.
- 54.2 If the Transmittree wishes to have a Share Transferred to another person, the Transmittree must execute an instrument of Transfer in respect of it.
- 54.3 Any notice or instrument of Transfer given or executed under this article is to be treated as if it were given or executed by the person from whom the Transmittree has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred and so that the notice or instrument of Transfer is treated in the same way under these Articles as a Transfer executed by that person

Dividends and Other Distributions

55 PROCEDURE FOR DECLARING DIVIDENDS

- 55.1 Subject to these Articles (including without limitation, article 3.1), the Company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends.
- 55.2 A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.
- 55.3 No dividend may be declared or paid unless it is in accordance with the Members' respective rights.
- 55.4 Unless the Members' resolution to declare, or the Directors' decision to pay, a dividend, or to the extent that the terms on which Shares are issued, specify otherwise, all dividends must be paid by reference to each Member's holding of Shares on the date of the resolution or decision to declare or pay it.
- 55.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.
- 55.6 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

- 55.7 If the Directors act in good faith, they do not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights

56 CALCULATION OF DIVIDENDS

- 56.1 Except as otherwise provided by these Articles or the rights attached to Shares, all dividends must be declared and paid according to the amounts paid up on the Shares on which the dividend is paid and 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
- 56.2 If any Share is issued on terms providing that it ranks for dividend as from a particular date that Share ranks for dividend accordingly
- 56.3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a Share in advance of the due date for payment of that amount and any dividends or other monies payable on or in respect of any Share may be declared in any currency or currencies, and paid in the same currency or currencies or in any other currency or currencies, as the Directors may determine, using where required such basis of conversion (including the rate and timing of conversion) as the Directors decide.

57 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

- 57.1 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 either in writing or as the Directors may otherwise decide;
 - (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 either in writing or as the Directors may otherwise decide;
 - (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the Directors may otherwise decide; or
 - (d) any other means of payment as the Directors agree with the distribution recipient either in writing or by such other means as the Directors decide.
- 57.2 In these Articles, "the distribution recipient" means, in respect of a Share in respect of which a dividend or other sum is payable:
- (a) the holder of the Share; or
 - (b) if the Share has two or more joint holders, whichever of them is named first in the register of Members, or
 - (c) if the holder is no longer entitled to the Share by reason of death or Bankruptcy, or otherwise by operation of law, the Transmittree.

58 DEDUCTIONS FROM DISTRIBUTIONS IN RESPECT OF SUMS OWED TO THE COMPANY

- 58.1 If:
- (a) a Share is subject to the Company's lien; and
 - (b) the Directors are entitled to issue a lien enforcement notice in respect of it,

they may, instead of issuing a lien enforcement notice, 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 they are entitled to require payment under a lien enforcement notice.

58.2 Money so deducted must be used to pay any of the sums payable in respect of that Share.

58.3 The Company must notify the distribution recipient in writing of:

- (a) the fact and amount of any such deduction;
- (b) any non-payment of a dividend or other sum payable in respect of a Share resulting from any such deduction; and
- (c) how the money deducted has been applied

59 NO INTEREST ON DISTRIBUTIONS

The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by the terms on which the Share was issued or the provisions of another agreement between the holder of that Share and the Company.

60 UNCLAIMED DISTRIBUTIONS

60.1 All dividends or other sums which are payable in respect of Shares and unclaimed after having been declared or become payable, may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

60.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

60.3 If 12 years have passed from the date on which a dividend or other sum became due for payment, and the distribution recipient has not claimed it, the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

61 NON-CASH DISTRIBUTIONS

61.1 Subject to the terms of issue of the Share in question, the Company may, by ordinary resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, Shares or other securities in any company)

61.2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

- (a) fixing the value of any assets;
- (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
- (c) vesting any assets in trustees.

62 WAIVER OF DISTRIBUTIONS

62.1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in writing to that effect, but if.

- (a) the Share has more than one holder, or

- (b) more than one person is entitled to the Share, whether by reason of the death or Bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the Share.

63 DISTRIBUTION IN SPECIE ON WINDING UP

If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by law, divide among the Members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the Members or different classes of Members. The liquidator may, with such sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of Members as the liquidator with such sanction determines, but no Member shall be compelled to accept any assets upon which there is a liability.

Capitalisation of Profits

64 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

64.1 Subject to these Articles, the Directors may, if they are so authorised by an ordinary resolution:

- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of any fund or reserve, including but not limited to the Company's share premium account, capital redemption reserve, merger reserve, redenomination reserve or revaluation reserve; and
- (b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

64.2 Capitalised sums must be applied on behalf of the persons entitled, and in the same proportions as a dividend would have been distributed to them, and the Company shall for the purposes of this article be deemed to be such a Member in relation to any Shares held as treasury Shares which, if not so held, would have ranked for any such distribution by way of dividend, but only insofar as the appropriated sum is to be applied in paying up in full Shares of the Company.

64.3 Any capitalised sum may be applied in paying up new Shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct

64.4 A capitalised sum which was appropriated from profits available for distribution may be applied:

- (a) in or towards paying up any amounts unpaid on existing Shares held by the persons entitled, or
- (b) in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.

64.5 Subject to these Articles, the Directors may.

- (a) apply capitalised sums in accordance with articles 64.3 and 64.4 partly in one way and partly in another,
- (b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and

- (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this article.

Organisation of General Meetings

65 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 65.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting
- 65.2 A person is able to exercise the right to vote at a general meeting when:
 - (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 65.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it
- 65.4 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.
- 65.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

66 QUORUM FOR GENERAL MEETINGS

- 66.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 66.2 Subject to article 3.7(a), any two persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative of a corporation that is a Member, shall be a quorum at a general meeting save that in the case of an adjourned general meeting pursuant to article 3.7(d), any one such person shall be a quorum

67 CHAIRING GENERAL MEETINGS

- 67.1 If the Directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 67.2 If the Directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start, the Directors present, or (if no Directors are present) the meeting, must appoint a Director or Member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 67.3 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

68 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS

- 68.1 Directors may attend and speak at general meetings, whether or not they are Members
- 68.2 The chairman of the meeting may permit other persons who are not Members, or otherwise entitled to exercise the rights of Members in relation to general meetings, to attend and speak at a general meeting.

69 ADJOURNMENT

- 69.1 Subject to any provision to the contrary contained in Part A of these Articles, if the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, if the meeting was convened by the Members, the meeting shall be dissolved and, in any other case, the chairman of the meeting must adjourn it. Subject to any provision to the contrary contained in Part A as aforesaid, if at the adjourned meeting the persons attending within half an hour of the time at which the meeting was due to start do not constitute a quorum, the Members present shall constitute a quorum.
- 69.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- (a) the meeting consents to an adjournment; or
 - (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner
- 69.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- 69.4 Subject to any applicable provisions of Part A of these Articles with regard to the timing and location of any adjourned meeting and any requirement for Investor Approval, when adjourning a general meeting, the chairman of the meeting must:
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 69.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it.
- (a) to the same persons to whom notice of the Company's general meetings is required to be given; and
 - (b) containing the same information which such notice is required to contain.
- 69.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

Voting at General Meetings

70 VOTING: GENERAL

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles.

71 ERRORS AND DISPUTES

- 71.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid
- 71.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

72 POLL VOTES

72.1 A poll on a resolution may be demanded:

- (a) in advance of the general meeting where it is to be put to the vote; or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

72.2 A poll on a resolution may be demanded by the chairman of the meeting, the Directors or any qualifying person (as defined in section 318 of the Companies Act) present and entitled to vote on the resolution.

72.3 A demand for a poll may be withdrawn if:

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

A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

72.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

73 CONTENT OF PROXY NOTICES

73.1 Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which

- (a) states the name and address of the Member appointing the proxy,
- (b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
- (d) is delivered to the Company in accordance with these Articles not less than 48 hours before the time appointed for holding the general meeting in relation to which the proxy is appointed and in accordance with any instructions contained in the notice of the general meeting to which they relate (but notwithstanding this an appointment of a proxy may be accepted by the Directors at any time prior to the meeting at which the person named in the appointment proposes to vote (or, where a poll is demanded at the meeting, but not taken forthwith, at any time prior to the taking of the poll)).

73.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

73.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions, but the Company shall not be obliged to ascertain that any proxy has complied with those or any other instructions given by the appointor and no decision on any resolution shall be vitiated by reason only that any proxy has not done so

73.4 On a vote on a resolution on a show of hands at a meeting, every proxy present who has been duly appointed by one or more Members entitled to vote on the resolution has one vote, except that if the proxy has been duly appointed by more than one Member entitled to vote on the resolution and:

- (a) has been instructed by one or more of those Members to vote for the resolution and by one or more other of those Members to vote against it; or

- (b) has been instructed to vote the same way (either for or against) on the resolution by all of those Members except those who have given the proxy discretion as to how to vote on the resolution,

the proxy is entitled to one vote for and one vote against the resolution.

73.5 Unless a proxy notice indicates otherwise, it must be treated as

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

74 DELIVERY OF PROXY NOTICES

74.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

74.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

74.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

74.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

75 AMENDMENTS TO RESOLUTIONS

75.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

- (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
- (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

75.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

75.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

76 NO VOTING OF SHARES ON WHICH MONEY OWED TO COMPANY

76.1 No voting rights attached to a Share may be exercised at any general meeting, at any adjournment of it, or on any poll called at or in relation to it, or in relation to any written

resolution of the Company unless all amounts payable to the Company in respect of that Share have been paid.

Application of Rules to Class Meeting

77 CLASS MEETINGS

- 77.1 The provisions of these Articles relating to general meetings apply, with any necessary modifications, to meetings of the holders of any class of Shares.

78 MEANS OF COMMUNICATION TO BE USED

- 78.1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Companies Act provides for documents or information which are authorised or required by any provision of the Companies Act to be sent or supplied by or to the Company.
- 78.2 Except insofar as the Companies Act requires otherwise and save in respect of any notices sent by an Investor Majority or an Investor Director pursuant to a provision of Part A of these Articles or pursuant to article 33, the Company shall not be obliged to accept any notice, document or other information sent or supplied to the Company in electronic form unless it satisfies such stipulations, conditions or restrictions (including, without limitation, for the purpose of authentication) as the Directors think fit, and the Company shall be entitled to require any such notice, document or information to be sent or supplied in hard copy form instead.
- 78.3 In the case of joint holders of a Share, except insofar as these Articles otherwise provide, all notices, documents or other information shall be given to the joint holder whose name stands first in the register of Members in respect of the joint holding and shall be deemed to have been given to all the joint holders. For all purposes, including the execution of any appointment of proxy, resolution in writing, notice or other document (including anything sent or supplied in electronic form) executed or approved pursuant to any provision of these Articles, execution by any one of such joint holders shall be deemed to be and shall be accepted as execution by all the joint holders.
- 78.4 In the case of a Member that is a corporation, for all purposes, including the execution of any appointment of proxy, resolution in writing, notice or other document (including anything sent or supplied in electronic form) executed or approved pursuant to any provision of these Articles, execution by any director or the secretary of that corporation or any other person who appears to any officer of the Company (acting reasonably and in good faith) to have been duly authorised to execute shall be deemed to be and shall be accepted as execution by that corporation.
- 78.5 A Member whose registered address is not within the United Kingdom and who notifies the Company of an address within the United Kingdom at which notices, documents or other information may be served on or delivered to him shall be entitled to have such things served on or delivered to him at that address (in the manner referred to above), but otherwise no such Member shall be entitled to receive any notice, document or other information from the Company. If the address is that Member's address for sending or receiving documents or information by electronic means the Directors may at any time without prior notice (and whether or not the Company has previously sent or supplied any documents or information in electronic form to that address) refuse to send or supply any documents or information to that address.
- 78.6 Subject to these Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.
- 78.7 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

78 8 Every person who becomes entitled to a Share shall be bound by any notice in respect of that Share which, before his name is entered in the register of Members, has been given to the person from whom he derives his title.

79 WHEN INFORMATION DEEMED TO HAVE BEEN RECEIVED

79.1 Any document or information sent or supplied by the Company or a Member shall be deemed to have been received by the intended recipient:

- (a) where the document or information is properly addressed and sent by first class post or other delivery service to an address in the United Kingdom, on the day (whether or not it is a working day) following the day (whether or not it is a working day) on which it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent;
- (b) where (without prejudice to article 78 5) the document or information is properly addressed and sent by post or other delivery service to an address outside the United Kingdom, five working days after it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent,
- (c) where the document or information is not sent by post or other delivery service but delivered personally or left at the intended recipient's address, on the day (whether or not a working day) and time that it was delivered or so left;
- (d) where the document or information is properly addressed and sent or supplied by electronic means, on the day (whether or not a working day) and time that it was sent and proof that it was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that it was sent;
- (e) where the document or information is sent or supplied by means of a website, when the material was first made available on the website or (if later) when the intended recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

80 COMPANY SEALS

80.1 Any common seal may only be used by the authority of the Directors.

80.2 The Directors may decide by what means and in what form any common seal is to be used.

80.3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

80.4 For the purposes of this article, an authorised person is:

- (a) any Director of the Company;
- (b) the company secretary (if any); or
- (c) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

81 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

- 81.1 Except as provided by law or authorised by the Directors or an ordinary resolution of the Company or pursuant to the provisions of the Investment Agreement, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member

82 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

- 82.1 The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a Director or former Director or shadow Director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

83 SECRETARY

- 83.1 Subject to the Companies Act, the Directors may appoint a company secretary (or two or more persons as joint secretary) for such term, at such remuneration and upon such conditions as the Directors may think fit; and any company secretary (or joint secretary) so appointed may be removed by the Directors. The Directors may also from time to time appoint on such terms as they think fit, and remove, one or more assistant or deputy secretaries.

Directors' Indemnity and Insurance

84 INDEMNITY

- 84.1 Subject to article 84.2 (but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled):

- (a) a Relevant Officer may be indemnified out of the Company's assets to whatever extent the Directors may determine against:
 - (i) any liability incurred by that officer in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or any other Group Company;
 - (ii) any liability incurred by that Relevant Officer in connection with the activities of the Company or any other Group Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act);
 - (iii) any other liability incurred by that Relevant Officer as an officer of the Company or any other Group Company; and
- (b) the Company may, to whatever extent the Directors may determine, provide funds to meet expenditure incurred or to be incurred by a Relevant Officer in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or any other Group Company, or any investigation, or action proposed to be taken, by a regulatory authority in that connection, or for the purposes of an application for relief, or in order to enable a Director to avoid incurring such expenditure.

- 84.2 This article does not authorise any indemnity that would be prohibited or rendered void by any provision of the Companies Act or by any other provision of law

85 INSURANCE

- 85.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Officer in respect of any relevant loss.

85.2 In this article, a **"relevant loss"** means any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer's duties or powers in relation to the Company, any other Group Company or any pension fund or employees' share scheme of the Company or of any other Group Company