

COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

(Adopted by Written Resolution passed on 20 May 2021)

of

KINGSBRIDGE HEALTHCARE GROUP LIMITED

(Company Number NI629490)



M-44799480-3

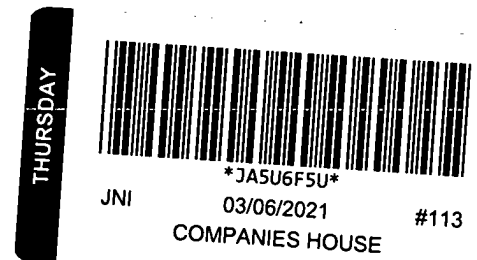


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-of-

1. INTRODUCTION

1.1 The articles contained in the Model Articles apart from Articles 5 (Directors may delegate), 6 (Committees), 7 (Directors to take decisions collectively), 8 (Unanimous decisions), 10(1) and (2) (Participation in directors' meetings), 11(2) and (3) (Quorum for directors' meeting), 12 (Chairing of directors' meetings), 13 (Casting vote), 14 (Conflicts of interest), 17 (Methods of appointing directors), 19 (Directors Remuneration), 21 (All shares to be fully paid up), 22 (Powers to issue different classes of shares), 26(5) (Share transfers), 41 (Adjournment), 42 (Voting), 44(4) (Poll Votes), 49(3) and (4) (Company Seal), 50 (No right to inspect accounts and other records) and 52 (Indemnity) shall apply to the Company except insofar as they are inconsistent with the following Articles.

1.2 In these Articles and the Model Articles any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force.

2. DEFINITIONS

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

"A Ordinary Shares"	the A ordinary shares of £0.01 each in the capital of the Company and having the rights ascribed thereto as set out in these Articles and "A Ordinary Share" shall be construed accordingly;
"A Ordinary Shareholders"	the holders for the time being of the issued A Ordinary Shares and "A Ordinary Shareholder" shall be construed accordingly;
"Acceptance Period"	the period during which an offer made under Article 11.7 is open for acceptance;
"Adoption Date"	15 th April 2019;
"Asset Sale"	the disposal (whether by sale, transfer, lease or otherwise and whether through a single transaction or a series of connected transactions) to any person and/or Connected persons of that person of the legal and/or beneficial interest in or title to the whole or a substantial part of the

	undertaking and assets of the Company;
"Available Profits"	profits available for distribution within the meaning of part 23 of the CA 2006;
"Auditors"	the auditors for the time being of the Company or such other firm of chartered accountants appointed in accordance with article 11.4;
"Bad Leaver"	<p>means any Employee Member holding Growth Shares who ceases to be an Employee prior to an Exit or who was an Employee Member at any time but has now ceased to be an Employee for any of the following reasons:</p> <ul style="list-style-type: none"> (a) fraud or gross misconduct affecting the Group (unless determined to be unlawful or unfair by a court of competent jurisdiction from which there is no right of appeal); (b) being found guilty by a court of competent jurisdiction (from which there is no right of appeal or where the right of appeal is not exercised by the relevant party within 3 months of delivery of the decision of the court)) of any indictable offence (other than an offence under road traffic legislation or an offence resulting in a prison sentence of six months or less); or (c) being disqualified by a court of competent jurisdiction from holding office as a director of any company.
"Beneficial Owner"	as defined in Article 10.23;
"Board"	means the board of Directors of the Company;
"B Ordinary Shares"	the B ordinary shares of £0.01 each in the capital of the Company and having the rights ascribed thereto as set out in these Articles and "B Ordinary Share" shall be construed accordingly;
"B Ordinary Shareholders"	the holders for the time being of the issued B Ordinary Shares and "B Ordinary Shareholder" shall be construed accordingly;
"Business Day"	means a day (other than a Saturday or Sunday or bank holiday) on which the clearing banks in the city of London and Belfast are open for business;
"CA 2006"	the Companies Act 2006 and every statutory modification or re-enactment thereof for the time being in force;
"Chairman"	such person as is appointed by the Investor as a director and

chairman of the Company pursuant to Article 21.1;

"Change of Control"

means the bona fide acquisition or series of acquisitions by the same person on arm's length commercial terms (whether by purchase, transfer, renunciation or otherwise but excluding a transfer of Shares made in accordance with Article 10) by any person not an original party to the Investment Agreement ("a Third Party Buyer") of any interest in any Shares if, upon completion of that acquisition the Third Party Buyer, together with persons acting in concert with him and/or his Connected Persons, would hold more than 50 per cent of the Shares;

"company"

includes any body corporate;

"Company"

means Kingsbridge Healthcare Group Limited, a private limited company incorporated in Northern Ireland with the registered number NI629490;

"Conflict Situation"

means any situation or matter (other than one which cannot reasonably be regarded as likely to give rise to a conflict of interest) in which any director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict with the interests of the Company including (without limitation) any such situation or matter which relates to the exploitation of any property, information or opportunity (irrespective of whether the Company could take advantage of the property, information or opportunity);

"Connected"

as defined by Section 1122 of the Corporation Tax Act 2010; provided however that any determination of fact as to whether two or more persons are acting together shall, in the absence of any ruling by HM Revenue & Customs, be made by the tax advisers appointed by the Investor acting as experts and not as arbitrators and whose certificate or certificates from time to time shall be final and binding on the Company and all shareholders;

"C Ordinary Shares"

the C ordinary shares of £0.01 each in the capital of the Company and having the rights ascribed thereto as set out in these Articles;

"C Ordinary Shareholders"

the holders for the time being of the issued C Ordinary Shares;

"Current Assets"

the aggregate amount of current assets including stock, all indebtedness owing to the Group (due in less than one year)

and cash (in hand or at the bank);

"Current Liabilities"	means the aggregate amount the capital elements of current liabilities and obligations to the providers of secured and unsecured loan finance, including liabilities and obligations under mortgages, overdrafts, term loans, cash-flow loans, loan stock, commercial finance or invoice discounting facilities; bonds, debentures or other fixed interest securities, convertible loan stock, capital element of finance lease obligations, capital element of hire purchase agreements, and other charges and pledges and creditors and taxation (where payment is due in less than one year);
"Deed of Adherence"	a deed of adherence to the terms of the Investment Agreement in such form as may be reasonably approved by the Investor Director;
"Deferred Shares"	means the deferred shares of £0.01 each in the capital of the Company having the rights and restrictions set out in these Articles;
"the Directors"	the directors for the time being of the Company or (as the context shall require) any of them (each a "Director") acting as the Board of the Company;
"D Ordinary Shares"	the D ordinary shares of £0.01 each in the capital of the Company and having the rights ascribed thereto as set out in these Articles and "D Ordinary Share" shall be construed accordingly;
"D Ordinary Shareholders"	the holders for the time being of the issued D Ordinary Shares;
"the Drag Along Price"	as defined in Article 16.1;
"the Drag Along Right"	as defined in Article 16.1;
"EBITDA"	means: (a) in a Good Leaver scenario or an Intermediate Leaver scenario, the consolidated profits of the Group on ordinary activities, before interest, taxation, depreciation and amortisation excluding exceptional items relating to exceptional activities and excluding such amounts paid or to be paid to the Good Leaver or Intermediate Leaver (as appropriate) by way of salary provided in the latter case that a sum equal to the market salary which would be required to be paid to a replacement chief executive officer and medical officer for the Group undertaking the same duties as the Good Leaver or Intermediate Leaver (as appropriate) (as agreed between the Investor and the Executives acting in good faith) is added back;

	(b) in all other scenarios, the consolidated profits of the Group on ordinary activities, before interest, taxation, depreciation and amortisation excluding exceptional items relating to exceptional activities;
"Eligible Shareholders"	as defined in Article 15.1.1;
"Employee"	an individual who is employed by or who provides consultancy services to the Company or any member of the Group;
"Employee Member"	any Employee who is a Member;
"Employee Options"	options granted over C Ordinary Shares conferring in aggregate no more than 10% of the Company's economic and voting rights, including for the avoidance of doubt any options granted prior to the Adoption Date, (unless varied with the consent of the Investor Director) to the Company's employees from time to time under an employee share option scheme approved by the Investor Director;
"Employee Trust"	a trust approved by the Board with the approval of the Investor Director, and whose beneficiaries are bona fide employees of the Company;
"E Ordinary Shares"	the E ordinary shares of £0.000001 each in the capital of the Company and having the rights ascribed thereto as set out in these Articles and "E Ordinary Share" shall be construed accordingly;
"E Ordinary Shareholders"	the holders for the time being of the issued E Ordinary Shares and "E Ordinary Shareholder" shall be construed accordingly;
"Excess Shares"	as defined in Article 11.9.1;
" First Hurdle Excess "	the lower of Exit Proceeds or (if less) Second Hurdle less First Hurdle;
"Second Hurdle Excess "	Exit Proceeds less Second Hurdle;
" First Hurdle Excess % "	4.2%;
"Second Hurdle Excess %"	2.1%;
"Exit "	means an Asset Sale, Share Sale or Listing of the Company;
"Exit Proceeds"	means: <p>(a) in the case of a Share Sale the proceeds received by the Company or the</p>

shareholders of the Company (as appropriate) net of any bank or other debt to be discharged by the Company and the Company's reasonable costs and expenses arising in relation to the negotiation of the Share Sale;

(b) in the case of a Listing, the value of the entire issued share capital of the Company based on the Listing price per share;

(c) in the case of an Asset Sale the proceeds received by the Company or the shareholders of the Company (as appropriate) net of any bank or other debt to be discharged by the Company and the Company's reasonable costs and expenses arising in relation to the negotiation of the Asset Sale; and

(d) in the case of liquidation of the Company the assets of the Company available for distribution to the shareholders of the Company.

"Excluded Person"

- (i) any Member (or other person entitled to a Share in the manner set out in Article 12.1) whom the Directors are entitled under Article 10.5, Article 12.1 or Article 14 to require to give a Transfer Notice (but only throughout such time as the Directors are entitled to require him to give a Transfer Notice);
- (ii) any Member or other person who has been required to give a Transfer Notice under Article 10.5, Article 12.1 or Article 14 (whether or not that requirement has been complied with);

"Family Member"

in relation to any person or deceased person, such person's spouse or civil partner and parents and every child and remoter descendant of such person (including stepchildren and adopted children);

"Family Trusts"

in relation to any person or deceased person means trusts under which no immediate beneficial interest in any of the Shares in question is for the time being vested in any person other than that person and/or a Family Member of that

person. For these purposes a person shall be deemed to be beneficially interested in an Share if that Share or the income derived from it is or may become liable to be transferred or paid or applied or appointed to or for the benefit of that person;

"Financial Year"	means the period commencing on 1 April and ending on the following 31 March or such other period as may be determined by the Board from time to time;
"First Hurdle"	£75,000,000.00;
"Founders"	has the meaning given to it in the Investment Agreement and "Founder" shall be construed accordingly;
"Founder Director"	such person as is appointed by the Founders as a director of the Company pursuant to Article 21.12;
"FMV"	means fair market value as agreed between the Proposing Transferor and the Directors (acting with the consent of the Investor Director) or as determined in accordance with Article 11.5;
"Good Leaver"	<p>means any Employee Member who was at any time but has now ceased to be an Employee for any of the following reasons:</p> <ul style="list-style-type: none">(a) death;(b) retirement with prior written approval of the Remuneration Committee;(c) permanent disability, permanent incapacity, or due to serious illness (whether physical or mental);(d) redundancy;(e) resignation with the prior written approval of the Remuneration Committee;(f) any unlawful, wrongful or constructive termination of employment by the Company (determined by a tribunal or court of competent jurisdiction from which there is no right of appeal or where the right of appeal is not exercised by the relevant party within 3 months of delivery of the decision of the court) or termination of employment by the Company under clause 2.1 of the Service Agreement other than for cause;(g) the Remuneration Committee determines in its absolute discretion that the Employee Member is to be deemed to be a Good Leaver.

"Group"	the Company and its subsidiaries from time to time and "Group Company" shall be construed accordingly;
"Growth Shares"	the growth shares of £0.01 each in the capital of the Company and having the rights ascribed thereto as set out in these Articles;
"Growth Share Price"	means: <ul style="list-style-type: none"> a) where the Exit Proceeds are less than the First Hurdle, nominal value or, if higher, £1.00; b) where the Exit Proceeds are (i) greater than the First Hurdle, and (2) less than or equal to the Second Hurdle, the price of each Growth Share shall be the First Hurdle Excess multiplied by the First Hurdle Excess % and divided by the number of Growth Shares then in issue (the First Hurdle Value); and c) where the Exit Proceeds are greater than the Second Hurdle, the price of each Growth Share shall be the First Hurdle Value plus the Second Hurdle Excess multiplied by the Second Hurdle Excess % and divided by the number of Growth Shares then in issue %
"Intermediate Leaver"	means any Employee Member who was at any time but has now ceased to be an Employee who is not classified as a Good Leaver or a Bad Leaver;
"Investment Agreement"	the investment agreement between (1) the Investor (2) the Founders and (3) the Company (in each case as defined therein) entered into on or around the Adoption Date;
"Investor Director"	such person as is appointed by the Investor as a director of the Company pursuant to Article 21.1.1;
"Investor Group"	means in relation to any corporate Investor, that Investor and its Associated Companies from time to time;
"Investor"	shall have the meaning given in the Investment Agreement and "Investor" shall be construed accordingly;
"IRR"	means internal rate of return, being the discount rate that equates the net present value of all amounts paid or payable to the Investor from the date of Completion to zero;
"Issue Price"	the aggregate price paid for the relevant Shares whether by purchase or subscription and including any premium paid on subscription;
"ITEPA"	means Income Tax (Earnings and Pensions) Act 2003;

"Listing"

means:

- a) both the admission of any of the Shares to the Official List of the Financial Services Authority becoming effective and the admission of any of the Shares to trading on the London Stock Exchange plc's market for listed securities; or
- b) the admission to trading of any of the Shares on AIM, a market operated by the London Stock Exchange plc becoming effective; or
- c) the equivalent admission to trading to or permission to deal on any other recognised investment exchange (as defined in section 285(1) of the Financial Services and Markets Act 2000) becoming effective in relation to any of the Shares;

"Mandatory Transfer Date"

in respect of an Employee Member the date of cessation of employment;

"Member"

a holder of Shares;

"a Member of the same Group"

as regards any company, a company which is for the time being a holding company or a subsidiary of that company or of any such holding company;

"Minimum Dividend Amount"

as defined in Article 4.1.3;

"Model Articles"

the model articles for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229);

"Offer"

either:

- (i) an offer to purchase all the Shares other than those already held by the Offeror and/or any persons acting in concert with him (as defined in the City Code on Take-overs and Mergers); or
- (ii) the entering into of one or more agreements which will result in any persons who are acting in concert (as defined above) acquiring all the Shares, which agreements are unconditional or subject only to

	conditions in the sole control of any or all of the persons who are acting in concert;
	in each case being an offer or agreement which is approved by the Investor as being an offer or an agreement to which Articles 15 and 16 do not apply;
"the Offeror"	as defined in Article 16.1;
"the Prescribed Price"	the price per Sale Share agreed or determined pursuant to Article 11.4 or 12.5 or determined pursuant to Article 11.5;
"Proposing Transferee"	as defined in Article 15.1;
"Proposing Transferor"	a Member proposing to transfer or dispose of Shares or any interest therein;
"Purchase of Own Shares Option"	has the meaning given in Article 11.8.1;
"Purchaser"	a Member willing to purchase Shares comprised in a Transfer Notice;
"Ratio"	the ratio of the Group calculated by the division of an amount equal to the Current Assets by an amount equal to the Current Liabilities of the Group;
"Remuneration Committee"	as defined in the Investment Agreement;
"Relevant Interest"	as defined in Article 15.3.1;
"Relevant Number"	means: <ul style="list-style-type: none"> (a) up to 5 directors, where the Founders hold 60% or more of the issued A Ordinary Shares, B Ordinary Shares and D Ordinary Shares (as if they constitute one class of share); (b) up to 4 directors, where the Founders hold 40% or more of the issued A Ordinary Shares, B Ordinary Shares and D Ordinary Shares (as if they constitute one class of share); (c) up to 2 directors, where the Founders hold 20% or more of the issued A Ordinary Shares, B Ordinary Shares and D Ordinary Shares (as if they constitute one class of share);
"the Relevant Transaction"	as defined in Article 15.1;
"Share Sale"	completion of the transaction(s) by which an Offer has arisen;

"the Sale Shares"	all Shares comprised in a Transfer Notice;
"Second Hurdle"	£150,000,000.00;
"Service Agreements"	means the service agreements entered into between the Company and certain of the Founders on or around the Adoption Date (as amended from time to time) (each a "Service Agreement");
"Shares"	means issued shares in the capital of the Company;
"Subsidiary" and "holding company"	shall have the meanings set out in Sections 1159 to 1162 of the CA 2006;
"Tag Notice"	a written notice served by a Member of the Company in accordance with Article 15.1 and Article 15.2;
"Transfer Date"	as defined in Article 11.11;
"Transfer Notice"	a written notice served by a Member on the Company, in accordance with Article 11 or deemed to have been served pursuant to Article 13;
"Transfer Percentage"	means: <ul style="list-style-type: none"> (i) where an Employee Member is a Bad Leaver, 100% in respect of any Growth Shares held and 75% in respect of any other shares held; (ii) where an Employee Member is an Intermediate Leaver, 25%; or (iii) where an Employee Member is a Good Leaver, 10%, or such larger percentage up to a maximum of 25% as is requested in writing by the relevant Employee Member ("Uplifted Transfer Percentage");
"Transferor Company"	a company (other than a company which is also a Transferee Company in respect of the same shares) which has transferred shares to a Member of the same Group.

3. SHARE CAPITAL

3.1 The issued share capital of the Company at the date of adoption of these Articles shall, following the issue of shares pursuant to the Investment Agreement, comprise A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares, Growth Shares and Deferred Shares.

3.2 In these Articles, unless the context requires otherwise, references to Shares shall include shares of those respective classes created and/or issued after the date of adoption of these Articles.

4. SHARE RIGHTS

The Shares shall have, and be subject to, the following rights and restrictions:

4.1 Income

- 4.1.1 In respect of each Financial Year following 1 April 2019, the Company's Available Profits will be applied as set out in this Article 4.1.
- 4.1.2 Subject to the consent of the Investor, the Company will, before application of any Available Profits to reserve or for any other purpose distribute the Minimum Dividend Amount to the holders of A Ordinary Shares, B Ordinary Shares and D Ordinary Shares *pari passu* (as if the A Ordinary Shares, B Ordinary Shares and D Ordinary Shares constituted one class of shares) in proportion to the number of A Ordinary Shares, B Ordinary Shares and D Ordinary Shares held (as if they constituted one class of share) (the "**Minimum Dividend**").
- 4.1.3 For the purposes of this Article 4, the Minimum Dividend Amount shall be such amount equal to the percentage of Available Profits to be distributed pursuant to Article 4.1.2 as recommended by the Auditors, being a minimum 33% of the Available Profits, less £604,690 (the "**Minimum Dividend Amount**"). In calculating the Available Profits, the profits of the Company shall be determined by reference to the most relevant audited accounts of the Company (which, for the avoidance of doubt and unless otherwise agreed, shall be prepared on the same accounting principles, bases, conventions, rules and estimation techniques as had been applied in the preparation of the annual accounts of the Company for the three Financial Years preceding the Adoption Date).
- 4.1.4 The holders of the Growth Shares shall not by virtue of or in respect of their holdings have the right to any dividend.
- 4.1.5 The holders of the Deferred Shares shall not by virtue of or in respect of their holdings have the right to any dividend.
- 4.1.6 Model Article 30 to Model Article 35 (inclusive) shall be subject to this Article 4.1 and, in the event of any inconsistency, the provisions of this Article 4.1 shall prevail.

4.2 Proceeds of Sale

- 4.2.1 Immediately following the exercise of any Employee Options, the Exit Proceeds shall, subject to Article 4.2.2 and Article 4.2.3, be distributed amongst the holders of Shares as follows:
 - 4.2.1.1 if an Asset Sale or Share Sale occurs before the third anniversary of the Adoption Date:
 - (a) first, in paying to each D Ordinary Shareholder and each E Ordinary Shareholder the greater of:
 - (i) the aggregate amount equal to 1.5x Issue Price for each D Ordinary Share and E Ordinary Share, and such sums shall be paid to the D Ordinary Shareholders and E Ordinary

Shareholders (as if the D Ordinary Shares and E Ordinary Shares constituted one class of shares) according to the number of D Ordinary Shares and E Ordinary Shares held; or

- (ii) the amount which would be payable to each D Ordinary Shareholder and E Ordinary Shareholder if the proceeds of the relevant Sale were distributed to the Shareholders (as if the Shares constituted one class of shares) according to the number of Shares held;

any amounts remaining after such distribution shall be **Excess Proceeds**, and

- (b) second, and subject to Article 4.2.2, the holders of Growth Shares shall be paid the Growth Share Price for each of their shares; and
- (c) third, and subject to Article 4.2.2, the Excess Proceeds shall be distributed amongst the A Shareholders, B Shareholders and C Shareholders (as if the A Ordinary Shares, B Ordinary Shares and C Ordinary Shares constituted one class of shares) according to the number of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares held.

4.2.1.2 if an Asset Sale or Share Sale occurs on or after the third anniversary of the Adoption Date, the sale proceeds shall be distributed:

- (a) first, in paying to each holders of Growth Shares the Growth Share Price for each of their shares; and
- (b) second, and subject to Article 4.2.2, distributing amongst the A Shareholders, B Shareholders, C Shareholders, D Shareholders and E Shareholders (as if the A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares and E Ordinary Shares constituted one class of shares) the balance of the Exit Proceeds according to the number of A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares and E Ordinary Shares held.

4.2.2 Notwithstanding Article 4.2.1 above, the maximum sum of any proceeds of an Exit which the holders of the C Ordinary Shares shall be entitled to receive shall not exceed the Option Percentage of such proceeds and between the holders of the C Ordinary Shares such sum shall be distributed to the holders of the C Ordinary Shares in proportion to the number of C Ordinary Shares held. For the purposes of this Article 4.2.2 and Article 4.3.2 the "**Option Percentage**" means the percentage equal to:

the number of C Ordinary Shares in issue at the time of the Exit

divided by

the total number of A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares and E Ordinary Shares in issue at the time of the Exit

then *multiplied by* 100.

- 4.2.3 Notwithstanding Article 4.2.1 above, the maximum amount of any Exit Proceeds which the holders of the Deferred Shares will receive is the greater of nominal value of those Deferred Share or £1.00.

4.3 Return of Capital

- 4.3.1 Subject to Article 4.3.2 on a return of assets on a liquidation or capital reduction or similar, the assets of the Company remaining after the payment of its liabilities shall be distributed amongst the holders of Shares as follows:

- 4.3.1.1 first, in paying to each D Ordinary Shareholder and E Ordinary Shareholder the greater of:

- (a) the aggregate amount equal to the Issue Price for each D Ordinary Share and E Ordinary Share, and such sums shall be paid to the D Ordinary Shareholders and E Ordinary Shareholders pro rata to the number of D Ordinary Shares and E Ordinary Shares held by them; or
- (b) the amount which would be payable to each D Ordinary Shareholder and E Ordinary Shareholder if the proceeds of the relevant Sale were distributed to the Shareholders (as if the Shares constituted one class of shares) according to the number of Shares held; and

- 4.3.1.2 second, in paying to the holders of the Growth Shares the Growth Share Price for each of their shares;

- 4.3.1.3 third, and subject to Article 4.3.2, the remaining balance of such sale proceeds shall be distributed amongst the A Shareholders, B Shareholders and C Shareholders (as if the A Ordinary Shares, B Ordinary Shares and C Ordinary Shares constituted one class of shares) according to the number of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares held.

- 4.3.2 The maximum sum which the holders of the C Ordinary Shares as a class shall be entitled to receive shall not exceed the Option Percentage of any sum distributed pursuant to Article 4.3.1 and between the holders of the C Ordinary Shares such sum shall be distributed amongst the holders of the C Ordinary Shares pari passu in proportion to the number of C Ordinary Shares held.

- 4.3.3 The holders of the Deferred Shares shall not by virtue of or in respect of their holdings have the right to receive any assets or any other payment on a return of capital on liquidation or capital reduction or otherwise

4.4 Voting

- 4.4.1 Subject to the provisions of Article 4.4.2 and 12.9:

4.4.1.1 on a show of hands every holder of Shares who (being an individual) is present in person or (being a corporation) is present by a representative shall have one vote; and

4.4.1.2 on a poll every holder of Shares who is present in person or by a proxy or (being a corporation) by a representative shall have one vote for every Share of which he is the holder.

4.4.2 Save to the extent required by the CA 2006, the C Shareholders shall not be entitled by reason of their holding such shares to receive notice of, attend or vote at any general meeting of the Company or to vote on a written resolution of the Company.

4.4.3 The holders of the Growth Shares shall not by virtue of or in respect of their holdings have the right to be sent or supplied with any resolution proposed as a written resolution or vote on any such resolution or receive notice of any general meetings of the Company nor the right to attend, speak or vote at any such general meeting or vote on any other matter pertaining to the Company.

4.4.4 The holders of the Deferred Shares shall not by virtue of or in respect of their holdings have the right to be sent or supplied with any resolution proposed as a written resolution or vote on any such resolution or to receive notice of any general meetings of the Company nor the right to attend, speak or vote at any such general meeting or vote on any other matter pertaining to the Company.

4.5 Listing

Upon a Listing the holders of the Growth Shares will receive, subject to any and all conditions applicable due to the Listing, such number of shares as have a listing value equal to the Growth Share Price that would have been received by the holders of the Growth Shares on a Share Sale or, at the discretion of the Board, such value in cash that would have been received upon a Share Sale.

4.6 Conversion

If, prior to an Exit, the office or employment of a holder of Growth Shares with the Company or any company in the Group ceases, whether by way of termination of service contract, letter of appointment or otherwise, all Growth Shares held by such shareholder shall immediately convert into Deferred Shares.

5. ISSUE OF NEW SHARES

5.1 Subject to Articles 5.4 and 6.3, the following pre-emption process shall apply before any new Shares are issued:

5.1.1 Subject to Article 5.1.2, any new Shares from time to time created shall before they are issued to any third party be offered to the holders of Shares pro-rata in proportion to the number of Shares held (and for the purposes of this Article 5.1, the Shares shall be treated as if they were the same class of Share). Under this pre-emption process, each A Ordinary Shareholder will only ever be offered A Ordinary Shares, each B Ordinary Shareholder will only ever be offered B Ordinary

Shares, each D Ordinary Shareholder will only ever be offered D Ordinary Shares (**"Pre-Emption Offer"**).

5.1.2 On exercise of Article 5.3 and where otherwise agreed by the Investor Director and a Founder, the A Shareholders, B Shareholders and D Shareholders shall also be offered (and at their sole discretion may accept) E Ordinary Shares.

5.1.3 The Pre-Emption Offer shall be made by notice in writing specifying:

- (a) the number and class of shares offered (**"Relevant Securities"**);
- (b) the price per share (which shall be the same price per share), and

stating a time (not being less than thirty days or greater than forty-two days) within which the offer, if not accepted, will be deemed to be declined and stipulate that any offeree who wishes to subscribe for a number of Relevant Securities in excess of the number to which he is entitled under Article 5.1 shall, in his acceptance, state the number of excess Relevant Securities (**"Excess Securities"**) for which he wishes to subscribe.

5.1.4 Any Relevant Securities not accepted by offerees pursuant to an offer made in accordance with Article 5.1.1 and Article 5.1.2 shall be used to satisfy any requests for Excess Securities. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants in the respective proportions that the number of Shares held by each such applicant bears to the total number of Shares held by all applicants (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any Shareholder beyond that applied for by him).

5.2 The provisions of Article 5.1 shall not apply to the issue of Shares pursuant to the exercise of Employee Options and/or the Investment Agreement or to the issue of Shares and/or the grant of an option to subscribe for Shares pursuant to Article 12.11.

5.3 The provisions of Article 5.1 shall not apply to the issue of Growth Shares to employees of the Company.

5.4 **Emergency Fundraising**

5.4.1 If any of the events occur as set out in Article 23.1.1 to 23.1.3 or if in the reasonable opinion of the Board (acting with the consent of the Investor Director), the Board resolves that it needs to raise emergency funds by way of subscription for shares (having regard to the financial position of the Group for the next three months) (**"Emergency Funding Requirement"**), the provisions of this Article 5.4 shall apply unless a special resolution has been passed to the contrary.

5.4.2 Where the Board has resolved that there is an Emergency Funding Requirement in accordance with Article 5.4.1, prior to allotting any shares to any person, the Company shall first make an offer to its Members in accordance with Article 5.1, save that the time period in Article 5.1 of thirty days shall be replaced with ten days and if Members do not accept the offer and take up their pro-rata share within ten days, the issue of Shares to the Members who have accepted or any willing third party shall proceed regardless (**"Emergency Funding Shares"**)(**"Initial Emergency Funding Round"**).

- 5.4.3 Following the completion of the Initial Emergency Funding Round, all Members who did not take up their pro-rata entitlement to the Emergency Funding Shares pursuant to Article 5.4.2 shall have the right to subscribe for such number of Shares that would maintain their percentage shareholding in the Company at the level it was immediately prior to the issue of the Emergency Shares and shall be entitled to a further twenty-one days (or such longer period agreed by the Board with the consent of the Investor Director) in which to complete such subscription following the close of the Initial Emergency Funding Round (**"Emergency Funding Catch-up Right"**).
- 5.4.4 Where some but not all shareholders participate in the Initial Emergency Funding Round (**"Emergency Funding Round Participants"**) and some shareholders who do not participate in the Initial Emergency Funding Round exercise their Emergency Funding Catch-up Right under Article 5.4.3, all Emergency Funding Round Participants will have the right to subscribe for such additional number of Shares that would maintain their percentage shareholding in the Company at the level it was immediately prior to the issue of the Emergency Funding Shares and shall be entitled to a further twenty-one days (or such longer period agreed by the Board with the consent of the Investor Director) in which to complete such subscription from the close of the last subscription pursuant to the Emergency Funding Catch-up Right. For the avoidance of doubt, the valuation of such shares shall be the same as those offered as part of the Initial Emergency Funding Round.
- 5.4.5 It is a principle of these Articles that unless a special resolution is passed to the contrary, no shareholder shall be diluted by the operation of an Initial Emergency Funding Round without having had the opportunity to avoid such dilution whether by participating in the Initial Emergency Funding Round itself, exercising their Emergency Funding Catch-up Right or exercising their further catch-up right pursuant to Article 5.4.4 provided that such subscription rights are exercised within the requisite timeframes.
- 5.5 Subject to this Article 5.5 and Articles 5.1, 5.2 and 5.4, for the purposes of sections 549 and 551 of the CA 2006, the shares in the capital of the Company shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, provided that:
- 5.5.1 no shares shall be issued at a discount to their nominal value;
- 5.5.2 the allotment or grant to that person must be approved in writing by the Investor Director and a Founder;
- 5.5.3 no shares to which Articles 5.1 applies shall be issued more than three months after the expiry of the period for acceptance of the last offer of such shares made under Article 5.1 unless the procedure set out in Article 5.1 is repeated in respect of such shares (and so that the time limit set out in this Article 5.5.3 shall apply equally to any repetition of that procedure);
- 5.5.4 no shares shall be issued at a price less than that at which they were offered to the Members in accordance with Article 5.1 and if the Directors are proposing to issue such shares wholly or partly for a non-cash consideration the cash equivalent of such consideration for the purposes of this sub-paragraph shall be

as reasonably determined by the Auditors who shall act as experts and not as arbitrators and whose determination shall be final and binding on the Company and each of its members. For the avoidance of doubt this Article 5.5.4 shall not apply to the issue of any shares pursuant to Employee Options and pursuant to the Investment Agreement;

5.5.5 no Shares shall be allotted to any person who is not already a party to the Investment Agreement unless that person has first executed and delivered to the Company a Deed of Adherence or unless it is otherwise agreed by the Investor that a Deed of Adherence is not required;

5.5.6 no Shares shall be allotted to any employee, director, prospective employee or prospective director unless such person has entered into a joint section 431 ITEPA election with the Company or unless this requirement is waived by the Board acting with the consent of the Investor Director.

5.6 The provisions of Section 561(1) and 562(1) to (6) inclusive and 568(3) CA 2006 shall not apply to the allotment of equity securities or Growth Shares made by the Company.

5.7 Subject to such party signing a Deed of Adherence, any Investor shall be entitled to offer any right (in whole or in part) under this Article 5 to subscribe for Shares to any venture capital trust, venture capitalist, investment trust, investment company, limited partnership, EIS fund (approved or unapproved) or other such like entity advised or managed by the same investment adviser/manager to the relevant Investor.

6. VARIATION OF CLASS RIGHTS

6.1 Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding-up by way of special resolution and:

6.1.1 in the case of the A Ordinary Shareholders with the consent in writing of any Founder Director appointed or with the sanction of a unanimous resolution passed at a separate meeting of the holders of the A Ordinary Shares; or

6.1.2 in the case of the B Ordinary Shareholders with the consent in writing of any Founder Director appointed or with the sanction of a unanimous resolution passed at a separate meeting of the holders of the B Ordinary Shares; or

6.1.3 in the case of the D Ordinary Shareholders with the consent in writing of any Investor Director appointed or with the sanction of a unanimous resolution passed at a separate meeting of the holders of the D Ordinary Shares; or

6.1.4 in the case of the E Ordinary Shareholders with the consent in writing of any Investor Director (where the Investor holds E Ordinary Shares) and a Founder (where any of the Founders hold E Ordinary Shares) appointed or with the sanction of a unanimous resolution passed at a separate meeting of the holders of the E Ordinary Shares; or

6.1.5 in the case of any other class of Shares with an ordinary resolution passed at a separate meeting of the holders of the applicable class of Shares.

- 6.2 To every such separate meeting all the provisions of these Articles relating to general meetings of the Company shall apply (*mutatis mutandis*) except that:
- 6.2.1 the necessary quorum shall be at least such persons holding or representing by proxy at least one-third in nominal amount of the issued shares of the class, but so that at any adjourned meeting of such holders at which such a quorum is not present the holder or holders present shall be a quorum; and
 - 6.2.2 the holders of shares of the class in question shall on a poll have one vote in respect of every share of the class held by them respectively
- 6.3 Without prejudice to the generality of this Article, the following events shall be deemed to be an attempted variation of the rights attaching to the A Ordinary Shares, B Ordinary Shares, D Ordinary Shares and E Ordinary Shares and shall therefore require class consent in accordance with Article 6.1:
- 6.3.1 any alteration or variation of any of the rights attached to any of the Shares for the time being in the capital of the Company;
 - 6.3.2 any increase in the issued capital of the Company, save for the Employee Options or pursuant to the Investment Agreement;
 - 6.3.3 any reduction (other than pursuant to a Purchase of Own Shares Option) or sub-division or consolidation of the issued share capital of the Company;
 - 6.3.4 the grant by the Company of a right to subscribe for or to convert securities into shares in the capital of the Company, save for Employee Options or pursuant to the Investment Agreement;
 - 6.3.5 the application by way of capitalisation of any sum in or towards paying up any debenture or debenture stock of the Company;
 - 6.3.6 the redemption of any of the Company's shares or the entering into of a contract by the Company to purchase any of its shares other than pursuant to a Purchase of Own Shares Option;
 - 6.3.7 any alteration of the Company's memorandum or articles of association;
 - 6.3.8 the calling of a meeting of the Company to effect or approve any matter which would by virtue of this Article 6 be a variation of such class rights;
 - 6.3.9 registration as a public company; or
 - 6.3.10 any act or transaction committed or proposed to be committed by a Director within the terms of Article 22.

7. LIEN

- 7.1 The Company shall have a first and paramount lien on every share, which is not fully paid, for all and any indebtedness of any holder thereof to the Company (whether a sole holder or one of two or more joint holders) in respect of the shares concerned.
- 7.2 The Company's lien over a share takes priority over any third party's interest in that share and 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.

- 7.3 The Directors (with the consent of the Investor Director) may at any time decide that a Share, which is or would otherwise be subject to the Company's lien will not be subject to it, either wholly or in part.

8. REGISTRATION OF TRANSFERS

- 8.1 Subject to Article 8.2, the Directors shall be required to register promptly any transfer of Shares made in accordance with the provisions of these Articles provided in all cases where the transferee is not already a party to the Investment Agreement, a Deed of Adherence duly executed by all relevant parties is laid before the meeting at which the transfer is to be approved (unless such requirement has been waived by the Investor Director and a Founder Director), but shall not register any transfer of shares otherwise.

- 8.2 The Directors may refuse to register a transfer of a Share:

8.2.1 which is not fully paid up (as to nominal value or premium) and a transfer of a share on which the Company has a lien;

8.2.2 if it is in favour of more than four transferees;

8.2.3 unless it is lodged at the office or such other place as the Directors may determine 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; and

8.2.4 unless it is in respect of one class of Share only.

- 8.3 In addition the Directors may refuse to register a transfer of a Share to a bankrupt, a minor or a person of unsound mind.

9. TRANSFERS PURSUANT TO OFFERS MADE UPON A CHANGE OF CONTROL OR WITH INVESTOR CONSENT

- 9.1 Subject to the provisions of Article 10, any Shares may at any time be transferred by any Member:

9.1.1 pursuant to acceptance of any offer made to that Member under the requirements of Article 15 (Tag Along);

9.1.2 pursuant to Article 16 (Drag Along); or

9.1.3 with the consent of the Investor and a Founder.

10. PERMITTED TRANSFERS

- 10.1 Subject to the provisions of Article 8, any Share (other than (i) any Growth Shares or Deferred Shares or (ii) any Share in respect of which the holder shall have been required by the Directors under these Articles to give a Transfer Notice or shall be deemed to have given a Transfer Notice) may at any time but subject to the written consent of the Board, a Founder and the Investor Director (such consent not to be unreasonably withheld in the case of transfers to Family Members or Family Trusts) be transferred:

- 10.1.1 by an individual Member (subject to the provisions of Article 12 in respect of Employee Members) to trustees to be held on Family Trusts of such a Member, or to a Family Member of such Member, but the voting rights of such shares shall be exercised by the Directors in proportion to the number of Shares held by them in relation to the aggregate number of Shares held by all of them;
 - 10.1.2 in the event of the death of any Member (subject to the provisions of Article 12 in respect of Employee Members) by his personal representative to trustees to be held on Family Trusts of such Member, or to a Family Member of such Member, but the voting rights of such shares shall be exercised by the Directors in proportion to the number of Shares held by them in relation to the aggregate number of Shares held by all of them;
 - 10.1.3 by any Member, being a company, to a Member of the same Group as such Member, save that the transferee can only hold the Shares for so long as it is a member of the same Group as the original Member and on the transferee ceasing to be a member of that Group the transferee will transfer the Shares back to the original Member.
- 10.2 Subject to such party signing a Deed of Adherence, any Investor may transfer any Shares to another party who is (i) a venture capital trust, venture capitalist, investment trust, investment company, limited partnership, EIS Fund (approved or unapproved) or such like entity managed or advised by the same investment manager or adviser, (ii) an acquirer of an Investor or (iii) the fund manager/advisor to the Investor or an employee, member, or partner of the fund manager/advisor to the Investor.
- 10.3 Any Shares held by a nominee for their beneficial owner ("**the Beneficial Owner**") may be transferred by the nominee to the Beneficial Owner or to another person shown to the reasonable satisfaction of the Directors to be a nominee for the Beneficial Owner only. Any Shares may be transferred by the Beneficial Owner to a person shown to the reasonable satisfaction of the Directors to be a nominee for the Beneficial Owner only. Where any person to whom any Shares have been transferred as a nominee ceases to hold such Shares as nominee for the Beneficial Owner only he shall forthwith transfer such Shares to the Beneficial Owner or to another person shown to the reasonable satisfaction of the Directors to be a nominee for the Beneficial Owner only and in default of doing so he shall be deemed to have given a Transfer Notice in respect of all such Shares.
- 10.4 Where Shares have been transferred to trustees under Article 10.1.1 or 10.1.2, on any change of trustees, the Relevant Shares (as defined below) may be transferred to the trustees for the time being of the trust concerned.
- 10.5 In the event that:
- 10.5.1 a Transferee Company holding Relevant Shares ceases to be a Member of the same Group as the Transferor Company from which (whether directly or by a series of transfers under Article 10.1.3) the Relevant Shares were derived; or
 - 10.5.2 any Relevant Shares held by trustees cease to be held on a Family Trust of the Member;

the Member holding the Shares shall notify the Directors in writing that such an event has occurred and such Member shall be bound, if and when required in writing by the Directors to do so, to give a Transfer Notice in respect of the Relevant Shares (but without

specifying a proposed Prescribed Price (so that the Prescribed Price shall be determined pursuant to Article 11.4 and Article 11.5) and so that the right of revocation conferred by Article 11.10 shall not apply).

For this purpose the expression “the Relevant Shares” means (so far as the same remain held by the trustees of a Family Trust or by any Transferee Company) the shares originally transferred to the trustees or to the Transferee Company and any additional shares issued to such trustees or Transferee Company by way of a capitalisation or acquired by such trustees or Transferee Company in exercise of any right or option granted or arising by virtue of the holding of the Relevant Shares or any of them or the membership thereby conferred.

11. PRE-EMPTION RIGHTS

- 11.1 The right to transfer Shares or any interest therein shall, subject to and without prejudice to the provisions of Article 9 (Change of Control) and Article 10 (Permitted Transfers)) be subject to the following restrictions, save that such restrictions shall not apply to any transfer of Shares pursuant to Article 9.1, the acceptance of an offer made pursuant to Article 15 (Tag Along) or to the proposed sale pursuant to Article 16.1 of the Shares for the time being in issue where the Vendors (as defined in Article 16 (Drag Along) comply with their obligations under Article 16).
- 11.2 Before transferring or disposing of any Shares (or any interest in Shares) the Proposing Transferor shall serve a notice on the Company specifying the number and class of Shares in question and the proposed price for such Shares, and the Transfer Notice shall constitute the Company his agent for the sale of those Shares at the Prescribed Price to any Member or Members. ***A Transfer Notice shall not be served without the consent of the Investor Director and a Founder.*** Except as provided in this Article, a Transfer Notice once given or deemed to be given shall not be revocable except with the consent of the Directors (which shall include the consent of the Investor Director and a Founder) or in accordance with Article 11.10.
- 11.3 A Transfer Notice may comprise Shares of more than one class and shall, if the Proposing Transferor has received any offer to purchase Shares (whether or not an offer capable of becoming legally binding upon acceptance) within the period of three months prior to service of the Transfer Notice, give the name of the offeror, the number and class of Shares concerned and the price offered in respect of each such Share. A Transfer Notice may not be given by an Excluded Person unless required by the Directors under Article 10.5 or Article 16.
- 11.4 The Directors will endeavour to agree the Prescribed Price with the Proposing Transferor, which will be valued on the forecast 12 months trailing EBITDA to the date of the most recent management accounts of the Group prepared prior to the date of the Transfer Notice with a mutually agreed market multiple applied, less actual indebtedness plus free cash as at the date of the same management accounts. If the Directors fail to agree the Prescribed Price with the Proposing Transferor within 14 days of receipt of the Transfer Notice by the Company or, as applicable, a Transfer Notice having been deemed to have been served, the Directors shall request the Auditors (or if they are unable or decline to act, an independent firm of chartered accountants appointed by the Directors or, in the event of disagreement appointed on the application of the Proposing Transferor or by the Directors by the President of the Institute of Chartered Accountants in Ireland, Ulster Society and the provisions relating to Auditors in this Article 11 shall apply to such

independent firm of chartered accountants (acting as experts and not as arbitrators)) to certify the Prescribed Price.

- 11.5 The Auditors (or if they are unable or decline to act, the independent firm of chartered accountants) shall (acting as experts and not arbitrators) within 14 days of such a request certify to the Company the Prescribed Price, being the value of each Sale Share (or, where appropriate of each Sale Share of each class) calculated on the following basis:
- 11.5.1 using the forecast 12 months trailing EBITDA to the date of the Transfer Notice with a mutually agreed market multiple applied less actual indebtedness plus free cash as at the date of the Transfer Notice;
 - 11.5.2 by determining the sum which a willing purchaser would offer to a willing vendor for all the issued Shares (assuming all options or rights to subscribe for Shares, including the Employee Options, have been exercised in full);
 - 11.5.3 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - 11.5.4 that the Sale Shares are capable of being transferred without restriction;
 - 11.5.5 valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares (assuming all options or rights to subscribe for Shares, including the Employee Options, have been exercised in full) without any premium or discount being attributable to the percentage of the issued Shares which they represent;
 - 11.5.6 reflect any other factors which the Auditors reasonably believe should be taken into account provided that such factors shall not override the above assumption and bases; and
 - 11.5.7 by dividing the resultant figure between the holders of Shares (assuming all options or rights to subscribe for Shares, including the Employee Options, have been exercised in full) by applying the provisions of Article 4.3.1 as if that sum were the proceeds of a Share Sale.
- 11.6 The Auditors' certificate as to the Prescribed Price shall be final and binding, save in the event of manifest error.
- 11.7 Within 21 days following receipt of the Transfer Notice or (where relevant) the date on which the Transfer Notice is deemed to have been given or where the Prescribed Price is certified by the Auditors the date of certification of the Prescribed Price, the Company shall offer the Sale Shares to each Member (other than the Proposing Transferor and any Excluded Person) in accordance with the provisions of Articles 11.9 for purchase at the Prescribed Price. All offers shall be made by notice in writing and state a time (being between 30 and 42 days inclusive following the date of such notice) within which the offer must be accepted or, in default, will be deemed to have been declined ("**Acceptance Period**"). A copy of such offer shall at the same time be sent by the Company to the Proposing Transferor.

If the Sale Shares are D Ordinary Shares and/or E Ordinary Shares held by the Investor, the Company shall offer such Sale Shares firstly to the D Ordinary Shareholders and in the case of each Investor's allocation it shall be entitled to nominate any other entity which is managed by the same fund manager or investment adviser as the Investor, and thereafter

to the A Ordinary Shareholders, B Ordinary Shareholders and C Ordinary Shareholders (as if the A Ordinary Shares, B Ordinary Shares and the C Ordinary Shares constituted one and the same class) pro rata in proportion to the number of Shares held.

11.8 If the Sale Shares are A Ordinary Shares, B Ordinary Shares or C Ordinary Shares, the Company shall offer such Sale Shares:

11.8.1 firstly, to the Company to buy back under chapter VII of Part V of the CA 2006 to the extent that it is lawfully able to do so ("**Purchase of Own Share Option**"); and

11.8.2 secondly, if so determined by the Remuneration Committee, to either:

(a) an Employee Trust or such other trust as approved by the Remuneration Committee to hold the Shares until an incoming employee or director joins the Company, and the Board resolves such Sale Shares shall be transferred to that person; or

(b) to an incoming or current employee or director where the Board resolves that such Sale Shares shall be transferred to that person

11.8.3 thirdly, to the holders of Shares pari passu (as if the Shares constituted one class of shares) according the number of Shares held.

11.9 The Sale Shares shall be offered on the following basis:

11.9.1 any Member to whom the Sale Shares are offered may accept all or some only of the Sale Shares offered to him, and shall be invited to indicate whether, if he accepts all such Sale Shares, he wishes to purchase any Sale Shares which other Members decline to accept ("**Excess Shares**") and, if so, the maximum number of Excess Shares which he wishes to purchase;

11.9.2 any Excess Shares shall be allocated between the Members who have indicated that they wish to purchase Excess Shares pro rata to the proportion of the total number of Shares held by those Members but so that no Member shall be required or entitled to receive more than the maximum number indicated by him pursuant to Article 11.9.1;

11.9.3 subject to the provisions of this Article 11.9.3 and Article 11.7, the Purchasers shall be bound to purchase the Sale Shares properly allocated to them at the Prescribed Price in accordance with the provisions of Article 11.

11.10 Not later than 7 days following the expiration of the Acceptance Period the Company shall give written notice to the Proposing Transferor stating:

11.10.1 if it is the case, that no Member has sought to purchase any of the Sale Shares; or, otherwise

11.10.2 the number of Sale Shares which Members have sought to purchase, giving the name and address of each Purchaser and the number of Sale Shares to be purchased by him.

If within the Acceptance Period, Purchasers have been found for only some of the Sale Shares or if no Purchaser has been found for any of the Sale Shares, the Proposing

Transferor may within 7 days of service on him of notice under this Article revoke his Transfer Notice by written notice to the Company. For the avoidance of doubt a Transfer Notice deemed to have been given pursuant to Article 12 may not be revoked by the Proposing Transferor.

- 11.11 If the Proposing Transferor has given notice under Article 11.10 (and subject to his not revoking his Transfer Notice in accordance with Article 11.10) he shall be bound on payment of the Prescribed Price (or, in the case of an Intermediate Leaver or a Good Leaver who has requested an Uplifted Transfer Percentage, a proportion of the Prescribed Price in accordance with Article 12.7) to transfer the Sale Shares in question to the respective Purchasers. The sales and purchases shall be completed at the registered office of the Company during normal business hours on the first Business Day after the expiry of 14 days following the date of service of notice by the Company under Article 11.10 (the "Transfer Date").
- 11.12 If a Proposing Transferor fails to transfer any Sale Shares to a Purchaser after becoming bound to do so, the Directors may authorise any person to execute on behalf of and as attorney for the Proposing Transferor any necessary instruments of transfer and shall register the Purchaser as the holder of the relevant Sale Shares. The Company's receipt of the purchase money shall be a good discharge to the Purchaser and the Company shall thereafter hold the purchase money on trust for the Proposing Transferor. After the name of the Purchaser has been entered in the Register of Members in purported exercise of these powers, the validity of the proceedings shall not be questioned by any person.
- 11.13 If the Company fails before the end of the Acceptance Period to find a Purchaser or Purchasers for any of the Sale Shares, the Proposing Transferor may (subject to Articles 8 and 11.15) sell all or any of the Sale Shares to any third party/parties.
- 11.14 If before the end of the Acceptance Period the Company finds a Purchaser or Purchasers for some (but not all) of the Sale Shares and serves notice accordingly under Article 11.10 the Proposing Transferor may (subject to Articles 8 and 11.15) sell all or any of the Sale Shares for which no Purchaser has been found to any third party/parties unless he revokes his Transfer Notice pursuant to Article 11.10 in which case he may sell all (but not some only) of the Sale Shares to any third party/parties.
- 11.15 The right of the Proposing Transferor to sell Sale Shares pursuant to Article 11.13 or Article 11.14 shall be subject to the following restrictions:
 - 11.15.1 Sale Shares may not be sold after the expiry of three months after the date on which notice is given by the Company under Article 11.10;
 - 11.15.2 Sale Shares must be sold on a bona fide sale at a price not less than the Prescribed Price and without any deduction, rebate or allowance whatsoever to the Purchaser;
 - 11.15.3 the provisions of Article 15 (if applicable); and
 - 11.15.4 no Shares may be transferred, or disposed of, pursuant to this Article 11.15 by any person who is an Excluded Person unless the Directors resolve to approve such transfer or disposal.
- 11.16 The costs of the Auditors shall be borne as the Auditor may direct.

- 11.17 The restrictions imposed by this Article 11 may be waived in relation to any proposed transfer of Shares with the consent of all Members who, but for such waiver, would or might have been entitled to have such shares offered to them in accordance with Article 11.9.
- 11.18 For the purposes of Article 11.15.2 and calculating whether or not a price to be paid for the Sale Shares is more or less than the Prescribed Price, then the cash value of any non-cash consideration shall be that agreed between the Proposing Transferor and the Company, or if the Proposing Transferor and the Company fail to agree such cash value within 15 Business Days following the earlier of any request by the Proposing Transferor to so value any non-cash consideration and the submission to the Company of the relevant stock transfer form(s) relating to a transfer of the Sale Shares for non-cash consideration, the cash value shall be the amount certified as such as at the date of the earlier of the request for valuation and the purported transfer of the Sale Shares at the request of the Directors, by the Auditors (acting as experts and not arbitrators). Their certificate shall be final and binding.
- 11.19 Any Investor shall be entitled to offer any right (in whole or in part) under this Article 11 to subscribe for or acquire Shares to any venture capital trust, venture capitalist, investment trust, investment company, limited partnership, EIS fund (approved or unapproved) or other such like entity advised or managed by the same investment adviser/manager to the relevant Investor or to any company in which the Investor is a shareholder.
12. **MANDATORY TRANSFERS**
- 12.1 A person entitled to a share in consequence of the bankruptcy, receivership or liquidation of a Member shall be bound if required in writing to do so by the Directors or the Investor Director to give a Transfer Notice in respect of all the Shares then registered in the name of the Member in bankruptcy, receivership, or liquidation, within 2 weeks of receipt of the relevant request.
- 12.2 A Director appointed by a Member shall be entitled to give a Transfer Notice in respect of all the Shares then registered in the name of that Member in bankruptcy.
- 12.3 If a Transfer Notice is deemed to have been given pursuant to Article 12.1 the Sale Shares shall be offered in accordance with the provisions of Article 11.7 to Article 11.11 and in such circumstances the Sale Shares shall be transferred at the Prescribed Price.
- 12.4 If any Employee Member ceases to be an Employee and/or a director of the Company (or at least one of its subsidiaries) then he (and, any person to whom he has directly or indirectly transferred Shares pursuant to Article 10.1 and, in the case of Ashok Songra, Madan Songra) shall be deemed to have given a Transfer Notice at the date on which they ceased to be an Employee and/or director of the Company (or the relevant subsidiary of the Company) in respect of the Transfer Percentage of the Shares registered in the name of the Employee Member (and any person to whom he has directly or indirectly transferred Shares pursuant to Article 11.1 as at the Mandatory Transfer Date and, in the case of Ashok Songra, Madan Songra) as at the Mandatory Transfer Date.
- 12.5 In such circumstances, the Prescribed Price for the Sale Shares under Article 12.1 and Article 12.4 shall be:

- 12.5.1 where the relevant Employee Member ceases to be an Employee by reason of being a Good Leaver or an Intermediate Leaver, the Prescribed Price shall be FMV;
- 12.5.2 where the relevant Employee Member ceases to be an Employee by reason of being a Bad Leaver, the Prescribed Price shall be:
 - 12.5.2.1 in respect of any Growth Shares or Deferred Shares held, nominal value or, if higher, £1.00; and
 - 12.5.2.2 in respect of any other Shares, the lower of (i) an amount of £1,000,000 in aggregate for all Sale Shares and (ii) 10% of FMV.
- 12.6 If a Transfer Notice is deemed to have been given pursuant to Articles 12.1 or 12.4 the Sale Shares shall be offered in accordance with the provisions of Article 11.7 to Article 11.11.
- 12.7 In circumstances where:
 - 12.7.1 the relevant Employee Member is a Good Leaver and has requested an Uplifted Transfer Percentage, 50% of the Prescribed Price shall be payable on or before the Transfer Date and the remaining 50% of the Prescribed Price shall be payable on or before the earlier of (i) the date falling 12 months after the Transfer Date and (ii) the date of a Share Sale or Exit (as defined in the Investment Agreement);
 - 12.7.2 the relevant Employee Member is an Intermediate Leaver, 50% of the Prescribed Price shall be payable on or before the Transfer Date and the remaining 50% of the Prescribed Price shall be payable on the earlier of (i) the date falling 18 months after the Transfer Date and (ii) the date of a Share Sale or an Exit (as defined in the Investment Agreement);
 - 12.7.3 the relevant Employee Member is a Bad Leaver, unless otherwise decided by the Remuneration Committee, 50% of the Prescribed Price shall be payable on or before the Transfer Date and the remaining 50% of the Prescribed Price shall be payable on the earlier of (i) the date falling 18 months after the Transfer Date and (ii) the date of a Share Sale or an Exit (as defined in the Investment Agreement).
- 12.8 If the Employee Member who is deemed to have given the Transfer Notice fails to complete the sale of the Shares in question to the Company, the Directors may authorise any person to execute on behalf of and as attorney for the Employee Member who is deemed to have given the Transfer Notice an appropriate contract and, in the absence of the relative share certificate, any indemnity in respect thereof requested by the Directors and may deliver it or them on his behalf. The Company shall send a cheque in respect of the Prescribed Price to the Employee Member who is deemed to have given the Transfer Notice at his registered address and after appropriate entries have been made in the Register of Members in purported exercise of this power, the validity of the proceedings shall not be questioned by any person.
- 12.9 As from the point in time when any Employee Member becomes a Leaver, he shall, before the transfer provisions of this Article 12 have been operated and notwithstanding any other provision of these Articles, cease to have the right to attend or to vote at general meetings or to vote on a written resolution (unless otherwise determined by the Directors

(with the consent of the Investor Director) and all voting rights conferred by their Shares shall be exercised by the Board (with the consent of the Investor Director) provided always that any Sale Shares purchased from a Member shall have their voting rights re-instated on a transfer of such Sale Shares.

12.10 If a former Employee Member (or his personal representatives) acquires Shares pursuant to an employee share option scheme he shall be deemed to have given a Transfer Notice pursuant to the provisions of Article 12.3 but as at the acquisition date of the Shares (or such later date as the Board determines in writing with the consent of the Investor Director).

12.11 In circumstances where an Employee Member is an Intermediate Leaver, the Investor shall be entitled to direct the Company to issue C Ordinary Shares and/or grant options over C Ordinary Shares representing up to 10% of the fully diluted share capital of the Company as at the Mandatory Transfer Date to such person(s) (as nominated by the Investor) provided that such person(s) is engaged by the Group to undertake certain or all of the same duties as the Intermediate Leaver. For the purposes of this Article 12.11, the Board shall be authorised, with effect from the Mandatory Transfer Date, to issue Shares and/or grant options over C Ordinary Shares representing up to 10% of the fully diluted share capital of the Company as at the Mandatory Transfer Date, provided that such authority shall, unless renewed, varied or revoked by the Company, expire on the date falling 12 months after the Mandatory Transfer Date, save that the Company may, before such expiry, make an offer or agreement which would or might require C Ordinary Shares to be allotted or rights to subscribe for C Ordinary Shares to be granted and the Directors may allot Shares or grant rights to subscribe for C Ordinary Shares in pursuance of such offer or agreement notwithstanding that the authority conferred by this Article 12.11 has expired.

13. **EVIDENCE OF COMPLIANCE**

In any case where the Directors require a Transfer Notice to be given and it is not duly given within a period of two weeks of notice being given requiring the Transfer Notice to be given, a Transfer Notice in respect of the Shares in question shall be deemed to have been given at the expiration of that period. Any Transfer Notice deemed to have been given or required to be given under any provision of these Articles shall not be capable of revocation and (notwithstanding any of the provisions of these Articles) shall extend not just to the Shares registered in the name of the Member concerned but to any person Connected to him and/or to whom he has directly or indirectly transferred Shares pursuant to Article 10.1.

14. **EVIDENCE OF AUTHORISATION**

For the purpose of ensuring that a transfer of Shares is duly authorised under these Articles or that no circumstances have arisen requiring a Transfer Notice to be given, the Directors may require any Member or the personal representatives or trustee in bankruptcy, receiver or liquidator of any Member or any person named as transferee in any instrument of transfer lodged for registration to provide to the Company such information as the Directors reasonably think fit regarding any matter which they consider relevant. If such information is not provided to the reasonable satisfaction of the Directors within a reasonable time after request, the Directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the Shares concerned. If the information

discloses (in the reasonable opinion of the Directors) that a Transfer Notice ought to have been given in respect of any Shares, the Directors may by notice in writing require that a Transfer Notice be given in respect of the Shares concerned.

15. TAG ALONG

15.1 Notwithstanding the provisions of Article 10 no sale or transfer of the legal or beneficial interest in any Shares ("**the Relevant Transaction**") (other than one made pursuant to Article 9) may be made or validly registered if as a result of such sale or transfer a Relevant Interest is obtained by a person (or persons acting in concert) where such person(s) did not have a Relevant Interest immediately prior to the Relevant Transaction, unless the Proposing Transferor:

15.1.1 shall have procured a written offer complying with the provisions of Article 15.4 to have been made by the proposed transferee (or any person or persons acting in concert with it) ("**the Proposing Transferee**") to the holders of all the other issued Shares to acquire their entire holding of Shares (the "**Eligible Shareholders**"); and

15.1.2 shall have served a notice on the Eligible Shareholders in respect of such proposed offer (the "**Tag Notice**").

15.2 The Tag Notice will specify:

15.2.1 that Eligible Shareholders are entitled to transfer all of their shareholdings to the Proposing Transferee;

15.2.2 the terms of sale to which the Eligible Shareholders are required to adhere and enclose copies of the tag along documents (if any) relating to the sale;

15.2.3 the identity of the proposed purchaser;

15.2.4 the Specified Price and/or type of consideration being offered (including non-cash consideration) for each class of Shares held by the Eligible Shareholders; and

15.2.5 the proposed place, date and time of completion.

15.3 For the purpose of this Article 15:

15.3.1 the expression a "**Relevant Interest**" shall mean an interest in more than 50% of the Shares in issue for the time being;

15.3.2 the expressions "transfer" and "transferee" shall include respectively the renunciation of a renounceable letter of allotment and the renouncement under any such letter of allotment; and

15.3.3 the expression "acting in concert" shall bear the meaning ascribed to it in the City Code on Take-overs and Mergers (as amended from time to time).

15.4 The offer referred to in Article 15.1 above shall be on terms that:

15.4.1 it will be open for acceptance in Northern Ireland for a period of at least 28 days following the making of the offer;

- 15.4.2 each Member to whom it is made shall be entitled to receive for each of the Shares held by him a sum per Share equal to the Specified Price (or otherwise on the same terms for non-cash consideration where relevant);
 - 15.4.3 the purchase of any Shares in respect of which such offer is accepted shall be completed at the same time as the Relevant Transaction;
 - 15.4.4 and otherwise on the same terms for all members (and for this purpose any offer which provides for any warranties or indemnities (other than warranties as to title and capacity) or restrictive covenants from some, but not all, Members shall be deemed to comply with this Article 15.4);
 - 15.4.5 in the case of an offer made to the Investor, that offer must also provide for the immediate repayment of the Issue Price of each D Ordinary Share and E Ordinary Share.
- 15.5 The expression "**the Specified Price**" shall mean:
- 15.5.1 a price per Share which shall be determined by valuing the entire issued share capital of the Company other than the Growth Shares and the Deferred Shares ("**the Sale Value**") by reference to the aggregate of:
 - 15.5.2 the amount offered or paid or payable by the proposed transferee or transferees or his or their nominees respectively for each of the Shares comprised in the Relevant Interest to the holder or holders thereof or, if higher, the highest amount paid or payable for an Share in any related or previous transaction within the 12 months preceding the offer by the same purchaser or any person acting in concert with the Proposing Transferee; and
 - 15.5.3 an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holder or holders of the Shares comprised in the Relevant Interest which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Relevant Interest (and, for the avoidance of doubt and without prejudice to the generality of the foregoing, any additional consideration which is linked to future profits, turnover or some other measure of the future performance of the Company shall be regarded as consideration which is an addition to the price paid or payable for the Relevant Interest); and
 - 15.5.4 the Specified Price which each Member shall be entitled to receive in respect of each Share held by him shall then be determined by applying the provisions of Article 4.3.1 as if the Sale Value were the proceeds of a Share Sale; and
 - 15.5.5 in respect of the Growth Shares or Deferred Shares, the Specified Price will be calculated by reference to the Growth Share Price arising under the Share Sale.
- 15.6 Any disagreement as to the calculation of the Specified Price which each Member is entitled to receive in respect of each Share held by him for the purposes of this Article shall be referred to the Auditors or if a Member objects or they are unable to act or decline to act, an independent firm of chartered accountants appointed by the Directors, or in the event of disagreement, appointed on the application of the Proposing Transferor or the Directors by the President of the Institute of Chartered Accountants in Ireland, Ulster Society and the provisions relating to the Auditors in this Article 15 shall apply to such

independent firm of chartered accountants (acting as experts and not arbitrators) whose decision shall be final and binding (in the absence of manifest error) and the costs of the Auditors shall be borne by the Company.

16. **DRAG ALONG**

16.1 If:

16.1.1 at any time one or more Members holding between them 65% of the Company's voting rights for the time being in issue (acting with the consent of the Investor after the third anniversary of the Adoption Date where the Drag Along Price would result in the Investor receiving an IRR of less than 30%); or

16.1.2 after the fifth year anniversary of the adoption of these Articles, the holders of more than 50% of the D Ordinary Shares,

(in each case the "**Vendors**") propose to sell the legal or beneficial interest in their entire holdings of Shares to a person with whom none of them is Connected or one or more such persons acting in concert (the "**Offeror**") then the Vendors shall have the right to require the holders of all other issued Shares in the Company (the "**Called Shareholders**") to sell and transfer their entire holdings of Shares (for the same consideration as the Vendors whether this be cash or non-cash consideration) to the Offeror (or as the Offeror shall direct) in accordance with this Article 16 (the "**Drag Along Right**") at a price (the "**Drag Along Price**") to be determined on the basis set out in Article 15.5 (or if the cash is non-cash consideration having a value equal to the Drag Along Price) and otherwise on the terms specified in Article 16 (as if the Vendors' proposed sale was a Relevant Transaction).

16.2 The Drag Along Right may be exercised by the Vendors serving written notice to that effect (a "**Drag Along Notice**") on the Called Shareholders at any time before the transfer of the Vendors' Shares to the Offeror.

16.3 A Drag Along Notice shall specify that the Called Shareholders are, or will in accordance with this Article 16 be, required to sell and transfer their Shares to the Offeror on or about the date specified in the Drag Along Notice (which shall be not less than 7 days after the date of the Drag Along Notice or (if no such date is specified in the Drag Along Notice) on or about such date as the Vendors may subsequently specify by notice in writing to the Called Shareholders (which shall be not less than 7 days after the date of the Drag Along Notice).

16.4 A Drag Along Notice once given shall be irrevocable but shall lapse (and the obligations thereunder shall lapse) in the event that for any reason the Vendors do not transfer their entire holdings of Shares to the Offeror or the Offeror's nominee not later than the date specified as the date for completion of the sale and purchase of Shares pursuant to exercise of the Drag Along Right.

16.5 Upon any person, following the giving of a Drag Along Notice, becoming a Member pursuant to the exercise of a pre-existing option to subscribe for or otherwise acquire Shares in the Company (a "**New Member**"), a Drag Along Notice shall be deemed to have been given to the New Member forthwith on the same terms as the previous Drag Along Notice and the New Member shall thereupon be bound to sell and transfer all such Shares acquired by him to the Offeror or as the Offeror may direct and the provisions of this Article shall apply mutatis mutandis to the New Member save that completion of the sale

of such Shares shall take place forthwith upon the Drag Along Notice being deemed to have been given to the New Member.

- 16.6 If the Vendors exercise the Drag Along Right, it shall not be necessary for them first to have given Transfer Notices pursuant to Article 11.

17. PROCEEDINGS AT GENERAL MEETINGS

- 17.1 Save as herein otherwise provided two Shareholders present in person or by proxy (or, being a corporation, by representative), one of whom must be a proxy or duly authorised representative of the Investor holding D Ordinary Shares and one of whom must be an A Shareholder or B Shareholder, shall be a quorum.

- 17.2 If a quorum is not present within half an hour from the time appointed for a general meeting or ceases to be present the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine.

- 17.3 If at any adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present shall form a quorum.

- 17.4 In the case of any equality of votes at a general meeting, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a second or casting vote.

18. ALTERNATE DIRECTORS

No meeting of the Directors shall be invalid because notice thereof or of any business to be transacted at that meeting was not given to any alternate director if his appointer attends such meeting.

19. APPOINTMENT AND RETIREMENT OF DIRECTORS

- 19.1 The Directors shall not be required to retire by rotation.

- 19.2 The Company may by ordinary resolution appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director.

- 19.3 The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with these Articles as the maximum number of directors.

20. PROCEEDINGS OF THE DIRECTORS

- 20.1 The number of Directors shall not be less than two or more than eleven.

- 20.2 Subject to Article 20.5, the quorum necessary for the transaction of business of the Directors shall be two, at least one of whom shall be the Investor Director if at the time of the meeting the Investor Director has been appointed and at least one of whom shall be a Founder Director.

- 20.3 At any meeting of the Directors each Director (or his alternate director) present at the meeting shall be entitled to one vote.

- 20.4 In the case of an equality of votes at any meeting of the Directors the chair of such meeting shall not be entitled to a second or casting vote.
- 20.5 Any Director including an alternate Director may participate in a meeting of the Directors or a committee of the Directors of which he is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the CA 2006, he shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
- 20.6 Model Article 9(3) and 9(4) shall be deleted and replaced with:
- “Not less than 3 days’ advance notice of every meeting of the directors shall be given to each director and his alternate, including directors and alternate directors who may for the time being be absent from the United Kingdom and have given the Company an address within the United Kingdom or an e-mail address or a facsimile number outside the United Kingdom for service”.
21. **INVESTOR DIRECTOR AND FOUNDER DIRECTOR**
- 21.1 Notwithstanding any other provisions of these Articles, for so long as the Investor is the holder of shares in the Company, the Investor may appoint:
- 21.1.1 subject to article 21.1.2, up to three non-executive directors, one of whom shall be a representative of the Investor (the “**Investor Director**”) and one of whom may be a third party non-executive director who shall be appointed as chairman (the “**Chairman**”);
- 21.1.2 for such times as a representative of 57 Stars LLC is appointed as an additional director of the Company under Article 19, up to two non-executive directors, being the Investor and the Chairman;
- 21.1.3 for such times as the Investor has not appointed its full entitlement of non-executive directors pursuant to Article 21.1.1 and 21.1.2 above, an observer (“**Observer**”),
- to each Group Company, and may remove from office any person so appointed and subject to such removal appoint another in his place. The first Investor Director will be Christopher Wardle.
- 21.2 Subject to Articles 21.3 and 21.4, but notwithstanding any other provisions of these Articles, for so long as the Founders or any one of them are the holder(s) of shares in the Company, the Founders may jointly appoint:
- 21.2.1 the Relevant Number of directors; and
- 21.2.2 two non-executive directors,
- to each Group Company, and may remove from office any person so appointed and subject to such removal appoint another in his place.

- 21.3 The Founders shall consult with the Investor prior to appointing any director pursuant to Article 21.2. Any director appointed pursuant to Article 21.2:
- 21.3.1 must have suitable background and required skills to perform the role of director of the relevant Group Company; and
- 21.3.2 unless otherwise agreed by the Remuneration Committee, shall not be a former employee or director of a Group Company or a family member of a Founder.
- 21.4 A Founder shall not be entitled to be appointed as a director of a Group Company where such Founder is a Bad Leaver and upon becoming a Bad Leaver, such Founder shall forthwith resign as director of every Group Company for which he is appointed as a director. A Founder shall be entitled to be appointed as a non-executive director only of a Group Company where such Founder is an Intermediate Leaver and upon becoming an Intermediate Leaver, such Founder, if appointed as a director, shall forthwith be treated as a non-executive director of every Group Company for which he is appointed as a director.
- 21.5 The Investor Director or Chairman shall not be required to hold any Shares.
- 21.6 Any appointment or removal under Articles 21.1 or 21.2 shall be by notice in writing to the Company which will take effect on delivery at the registered office of the Company or at any meeting of the Board.
- 21.7 For so long as the Investor is the holder of any Shares, on any resolution to remove any Director appointed by the Investor under Article 21.1, the Shares held by the Investor shall together carry at least one vote in excess of 75% of the votes exercisable in respect of that resolution at the general meeting at which such resolution is to be proposed and if any such director is removed pursuant to Section 168 of the CA 2006 the Investor may reappoint him or any other person as one of its appointed Directors under Article 21.1.
- 21.8 The Observer shall be entitled to receive the same information concerning the business and affairs of the Company, as the Directors of the Company receive, and at the same time, but shall not be entitled to vote at meetings of the Directors and shall not be counted towards the quorum.
- 22. DIRECTORS' CONFLICTS OF INTERESTS**
- 22.1 If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is in any way directly or indirectly interested, that Director shall be counted as participating in the decision making process for quorum and voting purposes provided that the relevant interest either:
- 22.1.1 has been duly declared in accordance with section 177 or section 182 CA 2006, as the case may require, or
- 22.1.2 is not required by the terms of either of those sections to be declared.
- 22.2 So long as the relevant interest falls within Article 21.1 a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction with the Company:

- 22.1.1 may be a party to, or otherwise interest in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - 22.1.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of any such matter or proposed matter in which he is interested;
 - 22.1.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director; and
 - 22.1.5 may be a Director, or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested.
- 22.3 The Directors are hereby empowered for the purposes of section 175 of the CA 2006 to authorise any Conflict Situation that may arise and to amend or vary any such authorisation so given. Any such authorisation, amendment or revocation shall be given by resolution of the directors made in accordance with these Articles and, in the case of such authorisation, that section. The Directors may give any such authorisation subject to such terms as they shall consider appropriate and reasonable in the circumstances.
- 22.4 For the purposes of sections 175 and 180(4) of the CA 2006 and for all other purposes, it is acknowledged that the Investor Director may be or become subject to a Conflict Situation or Conflict Situations as a result of his also being or having been or being party to an agreement or understanding or circumstances under which he may become an employee, director, trustee, member, partner, officer or representative of, or a consultant to, or a director or indirect investor in and/or otherwise commercially involved with or economically interested in any of the following:
- 22.4.1 the Investor; and/or
 - 22.4.2 any Investor affiliate, which for these purposes means any person who or which, as regards any Investor or any other Investor affiliate of that Investor:
 - 22.4.3 a company or entity which is a member of the Investor Group; and/or
 - 22.4.4 is an investment manager or investment adviser to or of it and/or another Investor affiliate; and/or
 - 22.4.5 is a Person in which the Investor and/or any Investor affiliated may have or acquire a direct or indirect economic interest, including without limitation any portfolio company investee; and/or
 - 22.4.6 controls or is controlled, managed, advised (in an investment adviser capacity) or promoted by the Investor and/or such Investor affiliate; and/or
 - 22.4.7 a trustee, manager, beneficiary, shareholder, partner, unit holder or other financier or any participant in or of it and/or that Investor affiliate, and/or
 - 22.4.8 any carried interest or similar incentive arrangement associated with any Person or arrangement referred to in paragraph 22.4.1 or 22.4.2 of this Article,

where for these purposes "Person" shall mean any individual, body corporate, fund, trust, partnership or other entity whether or not having separate legal status.

22.4.9 The Investor Director's duties to the Company arising from his holding office as director shall not be breached or infringed as a result of any Conflict Situation envisaged by Article 22.4 and he shall be entitled to:

- (a) receive notice (including any relevant board papers) of, attend, count in the quorum towards and vote at board meeting relating in any way to, and deal generally with, matters concerning, connected with or arising from the Conflict Situation concerned; and
- (b) keep confidential and not disclose to the Company any information which comes into his possession as a result of such Conflict Situation where such information is confidential as regards any third party.

23. STEP IN RIGHTS

23.1 If:

23.1.1 there is a material breach of clauses of the Investment Agreement or of these articles of association of the Company (which in any case, if capable of remedy has not been remedied within 14 days of the Directors receiving notice to remedy the same from the Investor Director) the consequences of which may be (in the reasonable opinion of the Investor Director) to the material detriment of the Company or the interests of the Investor as a shareholder of the Company; or

23.1.2 the Ratio of the Company is below 0.36 for a period of 3 consecutive months; or

23.1.3 in the reasonable opinion of the Remuneration Committee the Company is unlikely to meet its financial obligations within 3 months,

and the Remuneration Committee give written notice to the Directors that the Investor is exercising its rights under this Article 23.1 (**Step-in Notice**).

23.2 With effect from service of the Step-in Notice on the Company, and until the earlier of:

23.2.1 receipt of notice from the Remuneration Committee confirming that the matter giving rise to the exercise of rights detailed in the Article 23.1 has been remedied to the satisfaction of the Remuneration Committee or is no longer applicable (acting reasonably and without delay); or

23.2.2 where the Ratio of the Company is below 0.36 for a period of 3 consecutive months, the Ratio of the Company exceeding 0.36 and being maintained at such level for a period of 3 consecutive months or earlier with Remuneration Committee approval,

the Investor Director alone shall count as a quorum at any meeting of Directors and shall be entitled at any meeting of Directors to cast such number of votes which exceeds the votes cast for a resolution to which the Investor Director is opposed or which exceeds the votes cast against a resolution which the Investor Director has proposed.

23.3 The parties shall work together in good faith to remedy or resolve the matters giving right to the service of a Step-in Notice without delay.

24. **CONSENT MATTERS**

24.1 Where the consent of the Investor is required in these Articles, such consent may be given by the Investor Director or such other person as is nominated by the Investor provided that such consent is given in writing.

24.2 Where the consent of an "Investor Director" is referred to in these Articles, if there is no Investor Director appointed, such consent may instead be given by the Investor.

25. **DIRECTORS' BORROWING POWERS**

25.1 Subject as hereinafter provided, and as set out in the Investment Agreement, the Directors may exercise all the powers of the Company (whether express or implied) of borrowing or securing the payment of money, of guaranteeing the payment of money and the fulfilment of obligations and the performance of contracts, and of mortgaging or charging the undertaking, property, assets and uncalled capital of the Company and (subject to Section 551 of the CA 2006) of issuing debentures.

25.2 Except with the prior sanction of the Investor no mortgage or charge shall be created on any part of the undertaking, property, assets or uncalled capital of the Company or any subsidiary of the Company except for the purpose of securing money borrowed from bankers together with interest thereon and costs and expenses relating thereto.

26. **INDEMNITY**

26.1 Subject to the provisions of the CA 2006 every Director (including an alternate Director) or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the lawful execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court, and no Director (including an alternate Director) or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the lawful execution of the duties of his office or in relation thereto.

26.2 The Directors shall have power to purchase and maintain for any Director (including an alternate Director), officer or auditor of the Company, insurance against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a Director (including as an alternate Director), officer or auditor.

26.3 The Directors may authorise the directors of companies within the same group of companies as the Company to purchase and maintain insurance at the expense of the Company for the benefit of any director (including an alternate director), other officer or auditor of such company in respect of such liability, loss or expenditure as is referred to in Article 26.2.