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Company No. 12032049

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**Articles of Association of Project Sword Topco Limited**

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THE COMPANIES ACT 2006

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PRIVATE COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION

OF

PROJECT SWORD TOPCO LIMITED

(the "Company")

Adopted by special resolution passed on

2019

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1. **PRELIMINARY**

The model articles of association for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 in force on the date when these Articles become binding on the Company ("**Model Articles**") (a copy of which is annexed) apply to the Company except in so far as they are excluded or varied by these Articles.

2. **INTERPRETATION**

2.1 In these Articles the following expressions have the following meanings unless inconsistent with the context:

**"2006 Act"** the Companies Act 2006 (as amended from time to time)

**"Affiliates"** in relation to a Shareholder other than an Investor the following entities from time to time:

(a) any subsidiary or holding company of a Shareholder or subsidiary of a holding company of a Shareholder (each a "**Relevant Person**");

(b) any person, body, firm or partnership which is managed, operated or advised, or whose investments are managed or operated, by:

(i) a Relevant Person; or

(ii) any general partner, manager, investment manager or operator of, or adviser to (y) such Relevant Person or such Shareholder or its or their investments or (z) any shareholder, member or owner of interests in such Shareholder or Relevant Person;

(c) any unit trust or other fund of which any Relevant Person is trustee, manager, consultant or adviser;

	(d)	any unit trust, partnership or other fund, the managers of which are advised by any Relevant Person; and
	(e)	any nominee or trustee of any Relevant Person
<b>"A Ordinary Shares"</b>		the A ordinary shares of £0.001 each in the share capital of the Company from time to time in issue having the rights set out in these Articles
<b>"acting in concert"</b>		the meaning set out in the City Code on Takeovers and Mergers for the time being
<b>"Articles"</b>		these Articles of Association as amended, supplemented, varied or replaced from time to time
<b>"Auditors"</b>		the auditors to the Company for the time being
<b>"B Ordinary Shares"</b>		the B ordinary shares of £0.001 each of the Company having the rights set out in these Articles
<b>"Board"</b>		the board of directors of the Company from time to time
<b>"Budget"</b>		the meaning given to that term in the Investment Agreement
<b>"Business Day"</b>		a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales
<b>"Controlling Interest"</b>		an interest (as defined in sections 820 to 825 of the 2006 Act) in Shares conferring in aggregate more than 50 per cent. of the total voting rights normally exercisable at a general meeting of the Company
<b>"connected person"</b>		the meaning given to that expression in section 993 of the Income Taxes Act 2007 and <b>"connected with"</b> shall be construed accordingly
<b>"electronic address"</b>		any address or number used for the purposes of sending or receiving documents or information by electronic means
<b>"Equity Proceeds"</b>	(a)	in relation to a Sale, the aggregate amount (or the cash equivalent thereof) paid or payable for the Shares;
	(b)	in relation to a Listing, the capitalisation of the Shares at the price per share at which the A Ordinary Shares (or the shares into which the A Ordinary Shares convert prior to the Listing) are sold (in any offer for sale, placing, tender offer or otherwise) in the Listing, or if there is no such sale, the valuation of the Shares at the Exit Date made by the Company's brokers less in each case the costs of the Listing, or
	(c)	in relation to a return of assets upon a Liquidation, the aggregate amount returned

or available for return to the holders of Shares pursuant to the Liquidation,

provided that if the Lead Investor and the Shareholders are not able to agree the value of the Exit proceeds then any dispute shall be referred to the Auditors in accordance with **Article 27**

<b>"Exit"</b>	Sale or Listing
<b>"Exit Date"</b>	the date when the Exit completes or becomes effective
<b>"Facility Documents"</b>	the meaning given to that term in the Investment Agreement
<b>"Financial Year"</b>	shall in respect of the Company have the meaning defined by section 390 of the 2006 Act
<b>"First Excess"</b>	means the amount of Equity Proceeds above the amount of Equity Proceeds required to achieve the First Threshold Return but less than the amount of Equity Proceeds required to achieve the Second Threshold Return
<b>"First Return"</b>	such amount of Relevant Cash Inflows as is equal to 3x Relevant Cash Outflows
<b>"First Threshold Return"</b>	an amount whereby the Equity Proceeds result in the Relevant Cash Inflows (following completion of such Exit) being equal to or greater than 3x Relevant Cash Outflows
<b>"FSMA"</b>	the Financial Services and Markets Act 2000 (as amended from time to time)
<b>"Group"</b>	the Company and each of its subsidiaries from time to time and references to <b>"member of the Group"</b> and <b>"Group Company"</b> is to be construed accordingly
<b>"holder"</b>	in respect of any Share or Preferred Ordinary Share, the person or persons for the time being registered by the Company as the holders of that Share but disregarding any Shares held by the Company in treasury and <b>"shareholder"</b> shall be interpreted accordingly (i.e. the holder of a Share)
<b>"Investment Agreement"</b>	the investment agreement made between the Company, the Managers, the Investors and others as the same may be amended, supplemented, varied or replaced from time to time
<b>"Investor Consent"</b>	the consent in writing of the Lead Investor
<b>"Investor Director"</b>	a director appointed pursuant to <b>Article 8</b>
<b>"Investor Group"</b>	in relation to each Investor:  (a) the Investor or any subsidiary or holding company of the Investor or subsidiary of a

holding company of the Investor (each a **"Relevant Person"**);

- (b) any partnership (or the partners in any such partnership) of which any Relevant Person is general partner, manager, consultant or adviser;
- (c) any unit trust or other fund of which any Relevant Person is trustee, manager, consultant or adviser;
- (d) any unit trust, partnership or other fund, the managers of which are advised by any Relevant Person;
- (e) any nominee or trustee of any Relevant Person;
- (f) any person or firm, authority or organisation (whether or not incorporated) which is the successor in title to, or in whom is vested, or by whom responsibility is assumed for the whole or a substantial part of the functions, assets and liabilities of a Relevant Person including any person who becomes a manager or adviser of an Investor in place of or in addition to such Investor; and
- (g) any co-investment scheme, being a scheme under which certain officers, employees or partners of a Relevant Person or its adviser or manager are entitled or required (as individuals or through a body corporate or any other vehicle) to acquire shares which the Relevant Person would otherwise acquire or has acquired

**"Investor Majority"**

Investors holding more than 25 per cent by nominal value of the A Ordinary Shares for the time being (whether through nominees or otherwise)

**"Investors"**

the "Investors" as defined in the Investment Agreement (including any additional or replacement "Investor" who is joined as an "Investor" in a deed of adherence executed in accordance with the Investment Agreement)

**"Issue Price"**

in respect of a Share or a Preferred Ordinary Share, the aggregate of the amount paid up (or credited as paid up) in respect of the nominal value and any share premium

**"Lead Investor"**

NorthEdge Capital LLP or such other person as may be nominated as such by an Investor Majority from time to time

**"Leaver"**

a Shareholder who:

- (a) is an individual;

- (b) is or was previously a director or employee of, or a consultant to, a member of the Group; and
- (c) ceases to hold such office or employment or consultancy and as a consequence is no longer a director or employee or consultant of any member of the Group

<b>"Listing"</b>	the admission by the Financial Conduct Authority in its capacity as the UK Listing Authority of any Share to the Official List of London Stock Exchange plc or the admission by London Stock Exchange plc of any Share to trading on AIM, a market of the London Stock Exchange plc or the admission by any recognised investment exchange of any Share, and, in each case, such admission becoming effective
<b>"Liquidation"</b>	a distribution of the assets of the Group by a liquidator in accordance with the Insolvency Act 1986
<b>"Management Loan Note Instrument"</b>	the loan note instrument to be issued by the Company constituting the Management Loan Notes as the same may be amended, supplemented, varied or replaced from time to time
<b>"Management Loan Notes"</b>	the £1,236,405 unsecured loan notes of the Company to be constituted by the Management Loan Note Instrument
<b>"Managers"</b>	the "Managers" as defined in the Investment Agreement (including any additional or replacement "Manager" who is joined as a "Manager" in a deed of adherence executed in accordance with the Investment Agreement)
<b>"Preferred Ordinary Share Dividend"</b>	the dividend referred to in <b>Article 12.1.1</b>
<b>"Preferred Ordinary Shares"</b>	the 10% cumulative redeemable preferred ordinary shares of £0.000001 each in the capital of the Company having the rights set out in these Articles
<b>"recognised investment exchange"</b>	the meaning given to the expression in section 285(1) FSMA
<b>"Relevant Cash Inflows"</b>	means the Equity Proceeds attributable to the A Ordinary Shares held by the Investors and the proceeds payable to the Investors as holders of the Preferred Ordinary Shares pursuant to <b>Article 12.5.1</b> and all repayments, pre-payments, redemptions or repurchases of the A Ordinary Shares and / or the Preferred Ordinary Shares held by the Investors and all dividends or other distributions paid on the A Ordinary Shares and / or the Preferred Ordinary Shares held by the Investors prior to the Exit Date
<b>"Relevant Cash Outflows"</b>	means the price (including any premium) paid on the allotment and issue or other acquisition by the Investors of the A Ordinary Shares and the Preferred Ordinary Shares

<b>"Remuneration Committee"</b>	means the remuneration committee of the Company constituted in accordance with the terms of the Investment Agreement
<b>"Sale"</b>	the transfer of any interest in Shares to any person (whether by one transaction or by a series of transactions) resulting in that person alone or together with persons acting in concert with such person having the right to exercise a Controlling Interest
<b>"Second Excess"</b>	means the amount of Equity Proceeds above the amount of Equity Proceeds required to achieve the Second Threshold Return but less than the amount of Equity Proceeds required to achieve the Third Threshold Return
<b>"Second Threshold Return"</b>	an amount whereby the Equity Proceeds result in the Relevant Cash Inflows (following completion of such Exit) being equal to or greater than 4x Relevant Cash Outflows
<b>"Seller"</b>	a holder who wishes, or is required, to transfer any Share or Preferred Ordinary Share or any beneficial interest therein
<b>"Shareholder"</b>	a holder for the time being of Shares and / or Preferred Ordinary Shares
<b>"Shares"</b>	shares in the capital of the Company (other than Preferred Ordinary Shares)
<b>"Significant Shareholder"</b>	a Shareholder (other than an Investor) who together with its Affiliates holds, in aggregate, A Ordinary Shares which constitute at least 10 per cent by number of the total number of Shares in issue for the time being
<b>"Significant Shareholder Director"</b>	a director appointed pursuant to <b>Article 8</b>
<b>"Statutes"</b>	the 2006 Act and every other statute, order, regulation, instrument or other subordinate legislation for the time being in force relating to companies and affecting the Company
<b>"Tag Along Offer"</b>	the meaning given to that term at <b>Article 16.2</b>
<b>"Third Excess"</b>	means the amount of Equity Proceeds above the amount of Equity Proceeds required to achieve the Third Threshold Return
<b>"Third Threshold Return"</b>	an amount whereby the Equity Proceeds result in the Relevant Cash Inflows (following completion of such Exit) being equal to or greater than 6x Relevant Cash Outflows

2.2 Unless the context otherwise requires, words and expressions contained in these Articles bear the same meaning as in the Statutes (but excluding any statutory modification not in force when these Articles become binding on the Company).



- 2.3 References to any statute or statutory provision include, unless the context otherwise requires, a reference to that statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time and any subordinate legislation made under the relevant statute or statutory provision.
- 2.4 Reference to a "subsidiary" or "holding company" will have the meanings defined by section 1159 CA 2006 and for the purposes of section 1159(1) a company (the first company) shall be treated as a member of another company if:
- 2.4.1 any of its subsidiaries is a member of that other company;
  - 2.4.2 any shares in that other company are held by a person acting on behalf of the first company or any of its subsidiaries; or
  - 2.4.3 any shares in that other company are registered in the name of a person (or its nominee) by way of security or in connection with the granting of security over those shares by the first company.
- 2.5 Where the word "address" appears in these Articles it is deemed to include postal address and, where applicable, electronic address.
- 2.6 Words signifying the singular number only include the plural number and vice versa.

## **PROCEEDINGS OF DIRECTORS**

### **3. UNANIMOUS DECISIONS OF DIRECTORS**

A decision of the directors may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing. Model Article 8(2) shall not apply to the Company.

### **4. REMOVAL OF DIRECTORS**

The office of any director shall be vacated if:

- 4.1 (in the case of an executive director only) he shall, for whatever reason, cease to be employed by the Company or any other member of the Group and he does not remain an employee of any other Group Company; or
  - 4.2 (other than in the case of an Investor Director or a Significant Shareholder Director) all the other directors or the Lead Investor requests his resignation in writing,
- and the provisions of Model Article 18 shall be extended accordingly.

### **5. QUORUM FOR DIRECTORS' MEETINGS**

- 5.1 The quorum for directors' meetings shall throughout each meeting be three directors one of whom must, subject to **Article 5.2**, be the Investor Director (if appointed).
- 5.2 In relation to any meeting of the directors to consider whether to authorise a conflict of interest of the Investor Director:
  - 5.2.1 it shall not be necessary for the Investor Director to be present in person or by proxy in order to constitute a quorum;
  - 5.2.2 the meeting shall not deal with any other business other than that of the consideration of the conflict of interest of the Investor Director; and
  - 5.2.3 the quorum for such meeting shall be one and Model Article 11(2) is varied accordingly.

5.3 Without prejudice to **Article 5.2**, if, and as a consequence of section 175(6) of the 2006 Act, a director cannot vote or be counted in the quorum at a meeting of the directors the following apply:

5.3.1 if the eligible directors participating in the meeting do not constitute a quorum, then the quorum for the purposes of the meeting shall be one which must be, other than a meeting pursuant to **Article 5.2**, the Investor Director (if appointed) and Model Article 11(2) is varied accordingly; and

5.3.2 if, notwithstanding **Article 5.3.1**, the eligible directors participating in the meeting still do not constitute a quorum, then the meeting must be adjourned to enable the holders to authorise any situation in which a director has a conflict of interest.

## 6. **DIRECTORS' INTERESTS**

6.1 Subject to these Articles and the 2006 Act, and provided that he has disclosed to the directors the nature and extent of any interest of his, a director (including an Investor Director) notwithstanding his office, but, in the case of directors other than the Investor Director, subject always to obtaining Investor Consent:

6.1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company;

6.1.2 may hold any other office or employment with the Company (other than the office of Auditor);

6.1.3 may, or any firm or company of which he is a member or director may, act in a professional capacity for the Company (other than as Auditor); and

6.1.4 shall not be accountable to the Company for any benefit which he receives or profits made as a result of anything permitted by **Articles 6.1.1 to 6.1.3** and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

6.2 Except for a vote under section 175(4) of the 2006 Act authorising any conflict of interest which the director or any other interested director may have or where the terms of authorisation of such conflict of interest provide that the director may not vote in situations prescribed by the Board when granting such authorisation, a director will be entitled to participate in the decision making process for voting and quorum purposes on any of the matters referred to in **Articles 6.1.1 to 6.1.3** (inclusive) and in any of the circumstances set out in Model Articles 14(3) and 14(4).

6.3 For the purposes of **Article 6.1**:

6.3.1 a general notice to the Board that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;

6.3.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and

6.3.3 an interest of a person who is for any purpose of the Statutes (excluding any statutory modification not in force at the date of adoption of these Articles) connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director.

6.4 Model Articles 14(1), 14(2) and 14(5) shall not apply to the Company.

## 7. **AUTHORISATION OF DIRECTORS' CONFLICTS OF INTEREST**

- 7.1 Any approval of a conflict of interest (other than a conflict of interest of the Investor Director or the Chairman) pursuant to **Article 6** will be subject, in addition to board authorisation pursuant to section 175 of the 2006 Act, to obtaining Investor Consent who may specify that certain conditions be attached to such authorisation. Any such board authorisation pursuant to section 175 of the 2006 Act which is given without obtaining Investor Consent or without such conditions attaching to the authorisation as specified by the Lead Investor will be ineffective.
- 7.2 Any conflict of interest of the Investor Director, Significant Shareholder Director or the Chairman may be authorised either by way of authorisation of the Board as set out at section 175 of the 2006 Act or by way of resolution of the shareholders. Any refusal of the Board to authorise such conflict of interest will not in any way affect the validity of a resolution of the holders to authorise such conflict of interest.
- 7.3 An Investor Director or a Significant Shareholder Director will not be in breach of his duty under sections 172, 173 and 175 of the 2006 Act or the authorisation given by this **Article 7** by reason only that he receives confidential information from a third party relating to a conflict of interest which has been authorised by this **Article 7** and either fails to disclose it to the directors or fails to use it in relation to the Company's affairs.

## 8. **INVESTOR DIRECTOR AND CHAIRMAN**

- 8.1 The Lead Investor may from time to time appoint and remove any persons as directors of the Company (and in its absolute discretion as directors of any other members of the Group and/or as members of each and any committee of the Board or the board of any other member of the Group) and may designate any two such persons as investor directors (the "Investor Director" which expression shall, where the context so permits, include a duly appointed alternate of such a director) and from time to time remove such directors from office.
- 8.2 Any appointment or removal of a director appointed pursuant to Article 8.1 shall be in writing served on the Company signed by the Lead Investor and shall take effect at the time it is served on the Company or produced to a meeting of the Board, whichever is earlier. Any such appointment or removal by a corporation may be signed on its behalf by its duly authorised representative.
- 8.3 Each Significant Shareholder will be entitled at any time to appoint and remove any one person as a director of the Company (and in its absolute discretion as a director of any other members of the Group and/or as a member of each and any committee of the Board or the board of any other member of the Group). Such director will be designated as a Significant Shareholder Director for the purposes of this Agreement. Subsequent appointments and removals shall be made by the relevant Significant Shareholder by notice in writing to the Company (and will be at the relevant Significant Shareholder's absolute discretion). The relevant Significant Shareholder Director will be automatically removed as a director of the Company (and any other Group Company) if the relevant Significant Shareholder ceases to be a Significant Shareholder.
- 8.4 Where any decision is to be made by any member of the Group in relation to the exercise, enforcement or waiver of its rights under the Acquisition Agreement (as defined in the Investment Agreement) or against any holder of B Ordinary Shares or any director or person connected with any such holder or director, any such decision shall be within the exclusive power of the Investor Directors (to the exclusion of the other directors but after consultation with a majority thereof) who shall have (without limitation) exclusive authority in relation to the conduct of any proceedings of whatever nature arising in connection with any such rights and no other director shall have power to settle or compromise any such claim.
- 8.5 The Lead Investor may from time to time appoint any persons to be (i) the chairman of the Board (the "**Chairman**"); and (ii) a non-executive director, and remove from the office of Chairman and/or non-executive director a person so appointed. **Article 8.2** shall apply to any such appointment or removal mutatis mutandis. Model Article 12 shall be modified

accordingly. The fee payable to the Chairman and any non-executive directors shall be at such rate agreed between the Board and the Chairman or non-executive directors and, in the absence of agreement, shall be determined by the Investor Directors.

9. **CASTING VOTE**

9.1 Reference in Model Article 13(1) to "chairman or other director chairing the meeting" shall be construed as a reference to the "Investor Director" for so long as one is appointed.

9.2 Reference in Model Article 13(2) to "chairman or other director" shall be construed as a reference to the "Investor Director" for so long as one is appointed.

10. **ALTERNATE DIRECTORS**

10.1 **Appointment and removal of alternates**

10.1.1 Any director (the "**appointor**") may appoint as an alternate director any other director, or, with Investor Consent, any other person, to:

10.1.1.1 exercise that director's powers; and

10.1.1.2 carry out that director's responsibilities,

in relation to participation in directors' meetings and the taking of decisions by the directors in the absence of the alternate director's appointor.

10.1.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.

10.1.3 The notice must:

10.1.3.1 identify the proposed alternate director; and

10.1.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate director that the proposed alternate director is willing to act as the alternate director of the director giving the notice.

10.2 **Rights and responsibilities of alternate directors**

10.2.1 An alternate director has the same rights, in relation to participation in directors' meetings and the taking of decisions by the directors and in relation to directors' written resolutions, as the alternate director's appointor.

10.2.2 An alternate director may act as an alternate director for more than one appointor.

10.2.3 Except if these Articles specify otherwise, alternate directors:

10.2.3.1 are deemed for all purposes to be directors;

10.2.3.2 are liable for their own acts and omissions;

10.2.3.3 are subject to the same restrictions as their appointors; and

10.2.3.4 are not deemed to be agents of or for their appointors,

and, each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member.

- 10.2.4 A person who is an alternate director but not a director:
- 10.2.4.1 may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating; and
  - 10.2.4.2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate).
- No alternate director may be counted as more than one director for such purposes.
- 10.2.5 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.
- 10.2.6 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate director's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

### 10.3 **Termination of alternate directorship**

- 10.3.1 An alternate director's appointment as alternate terminates:
- 10.3.1.1 when the alternate director's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
  - 10.3.1.2 on the occurrence in relation to the alternate director of any event which, if it occurred in relation to the alternate director's appointor, would result in the termination of the appointor's appointment as a director;
  - 10.3.1.3 on the death of the alternate director's appointor; or
  - 10.3.1.4 when the alternate director's appointor's appointment as a director terminates.

### 11. **ALTERNATE DIRECTORS' EXPENSES**

Model Article 20 shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur".

### 12. **SHARE RIGHTS**

Save as otherwise provided in these Articles, the A Ordinary Shares, the B Ordinary Shares and the Preferred Ordinary Shares shall be treated *pari passu* and as if they constituted one class of Share. The rights attached to the A Ordinary Shares, the B Ordinary Shares and the Preferred Ordinary Shares are as follows:

#### 12.1 **Dividends**

- 12.1.1 The Company shall, without resolution of the Board or the Company in general meeting and before application of any profits to reserve or for any other purpose accrue in respect of each Preferred Ordinary Share, a preferential dividend at the annual rate of 10% per annum of the Issue Price per Share, which shall accrue on a daily basis and compound semi-annually ("**Preferred Ordinary Share Dividend**") and which shall be paid on a return of capital in accordance

with **Article 12.2**, a redemption in accordance with **Article 12.3** or an Exit or Liquidation in accordance with **Article 12.5** to the person registered as the holder of such Preferred Ordinary Share at that date and which shall be calculated in respect of the period commencing on the date of adoption of these Articles or, if applicable, commencing on the date immediately after the last payment date and ending on (and including) the next payment date on a daily basis assuming a 365 day year. The holders of Preferred Ordinary Shares shall have no further entitlement to income or dividends.

12.1.2 Where the Company is precluded by the 2006 Act or otherwise by law from paying in full any Preferred Ordinary Share Dividend on any date specified in this **Article 12**, then in respect of any such dividend which would otherwise be required to be paid pursuant to these Articles on that date:

12.1.2.1 the Company shall pay, on that date, to the holders of the Preferred Ordinary Shares on account of the Preferred Ordinary Share Dividend the maximum sum (if any) which can then, consistent with the 2006 Act, be paid by the Company; and

12.1.2.2 as soon as the Company is no longer precluded from doing so, the Company shall in respect of the Preferred Ordinary Shares pay on account of the balance of the Preferred Ordinary Share Dividend for the time being remaining outstanding, and until all arrears, accruals and deficiencies of the Preferred Ordinary Share Dividend have been paid in full, the maximum amount of the Preferred Ordinary Share Dividend which can, consistent with the 2006 Act, properly be paid by the Company at that time.

12.1.3 Subject to the accrual of the Preferred Ordinary Share Dividend, any remaining profits which the Company determines to distribute in respect of any Financial Year shall, subject to the approval of the shareholders in general meeting and Investor Consent, be applied in distributing the balance of such profits amongst the holders of the A Ordinary Shares and the B Ordinary Shares then in issue pari passu according to the number of such Shares held by them respectively as if they constituted one class of Share.

## 12.2 **Capital**

On a return of capital on a capital reduction or otherwise (but excluding the circumstances provided for in **Article 12.5**) the surplus assets of the Company remaining after the payment of its liabilities shall be applied in priority to any other class of share:

12.2.1 firstly, in paying to each holder of Preferred Ordinary Shares:

12.2.1.1 all unpaid arrears and accruals of the Preferred Ordinary Share Dividend on the Preferred Ordinary Shares held by them, calculated up to and including the date the return of capital is made (such arrears and accruals being payable irrespective of whether the relevant dividend has become due and payable in accordance with these Articles) and subject thereto; and

12.2.1.2 an amount equal to the Issue Price of all the Preferred Ordinary Shares held by them; and

12.2.2 thereafter, in distributing the balance of such assets amongst the holders in proportion to the numbers of the A Ordinary Shares and the B Ordinary Shares held by them respectively (pari passu as if they constituted one class of Share).

## 12.3 Redemption

- 12.3.1 Subject to the provisions of the Statutes, the Preferred Ordinary Shares shall be redeemed in full on the date falling eight years immediately following the date of adoption of these Articles.
- 12.3.2 The Company shall pay on each of the Preferred Ordinary Shares so redeemed an amount equal to the Issue Price together with any unpaid arrears and accruals of the Preferred Ordinary Share Dividend calculated down to and including the date of redemption and in the absence of any direction to the contrary by the holder of the relevant Preferred Ordinary Share any moneys paid on redemption of such share shall relate first to such arrears and accruals of Preferred Ordinary Share Dividend. The Preferred Ordinary Share Dividend shall cease to accrue from the date of payment of the redemption moneys.
- 12.3.3 Subject to the provisions of the Statutes, the Company may with Investor Consent redeem all or some of the Preferred Ordinary Shares in advance of the due date for redemption and any partial early redemption shall be deemed to relate to the Preferred Ordinary Shares falling due for redemption in reverse order of maturity.
- 12.3.4 On the dates fixed for any redemption the Company shall pay to each registered holder of Preferred Ordinary Shares the amount payable for the Preferred Ordinary Shares to be redeemed and upon receipt of that amount each holder shall surrender to the Company the certificate for the shares to be redeemed. If any certificate surrendered is for more Preferred Ordinary Shares than are to be redeemed at that time the Company shall issue a new certificate for the balance of the shares not redeemed to the holder free of charge.
- 12.3.5 Where the Company is precluded by the Statutes or otherwise by law from redeeming any Preferred Ordinary Shares on the due date for redemption specified in **Article 12.3.1**, then:
- 12.3.5.1 the Company shall redeem, on that date, as many of the Preferred Ordinary Shares which can then, consistently with the Statutes be redeemed by the Company; and
- 12.3.5.2 as soon as the Company is no longer precluded from doing so, the Company shall in respect of the Preferred Ordinary Shares not redeemed, redeem the maximum number of Preferred Ordinary Shares which can, consistently with the Statutes properly be paid by the Company at that time.

## 12.4 Voting

- 12.4.1 Subject to the following provisions and to any rights or restrictions for the time being attached to any class or classes of Shares, each holder of A Ordinary Shares and/or B Ordinary Shares shall be entitled to receive notice of, and to attend and speak, at any general meeting and at any separate class meeting of the Company for Shares of the class they hold and:
- 12.4.1.1 on a written resolution, each holder, shall have one vote in respect of each Share they hold; and
- 12.4.1.2 each holder who (being an individual) is present in person or by proxy or (being a corporation) is present by duly authorised representative or by proxy shall, on a poll, have one vote in respect of each Share they hold and no votes will be taken by a show of hands.
- 12.4.2 Each holder shall be entitled to appoint more than one proxy to exercise all or any of his rights to attend and to speak and vote at a general meeting or at a

separate class meeting of the Company provided that each proxy is appointed to exercise the rights attached to a different Share or Shares held by such holder.

12.4.3 The provisions of **Article 12.4.4** shall apply to the holders of B Ordinary Shares:

12.4.3.1 if, at any time without Investor Consent, any holder or any former holder has transferred Shares in breach of the provisions of these Articles or the Investment Agreement;

12.4.3.2 if, at any time without Investor Consent, any holder is in material or persistent breach of the provisions of these Articles and/or the Investment Agreement or any former holder (if still bound by the Investment Agreement) is in material or persistent breach of the provisions of the Investment Agreement; or

12.4.3.3 if any holder becomes a Leaver.

12.4.4 If any of the circumstances stated at **Article 12.4.3** have occurred:

12.4.4.1 the Shares which such holder holds or to which he is entitled; and

12.4.4.2 any Shares formerly held by such holder,

shall cease to entitle the holder thereof (or any proxy) to receive notice of or to attend and vote (whether on a show of hands or on a poll) at any general meeting or at any separate class meeting of the Company or to be entitled to receive any further Shares issued by way of rights issue (or otherwise) from the date of any breach referred to at **Articles 12.4.3.1** and **12.4.3.2** or the date a Leaver becomes a Leaver in accordance with the Investment Agreement.

12.4.5 The provisions of **Article 12.4.4** shall continue to apply:

12.4.5.1 in the case of **Articles 12.4.3.1** or **12.4.3.2** applying, for so long as such breach subsists;

12.4.5.2 in the case of **Article 12.4.3.3** applying, until such time as the relevant Shares have been transferred pursuant to the provisions of the Investment Agreement; and

12.4.5.3 notwithstanding any other provisions in these Articles, if any holder of B Ordinary Shares retains any Shares after the operation in full of the provisions of the Investment Agreement, whilst such holder continues to hold such Shares.

12.4.6 The holders of the Preferred Ordinary Shares shall not be entitled to receive notice of or to attend or speak at any general meetings of the Company (by virtue of holding such Preferred Ordinary Shares).

## 12.5 **Exit Proceeds**

12.5.1 On an Exit or a Liquidation, each holder of Preferred Ordinary Shares will receive an amount equal to:

12.5.1.1 all unpaid arrears and accruals of the Preferred Ordinary Share Dividend on the Preferred Ordinary Shares held by them, calculated up to and including the date of the Exit or a Liquidation (such arrears and accruals being payable irrespective of whether the relevant dividend has become due and payable in accordance with these Articles) and subject thereto; and

12.5.1.2 an amount equal to the Issue Price of all the Preferred Ordinary Shares held by them, and



thereafter the Equity Proceeds shall be distributed to the holders of Shares in accordance with the following provisions of this **Article 12.5**.

- 12.5.2 In the event that the Relevant Cash Inflows are less than the First Threshold Return, the Equity Proceeds shall be applied as follows:
  - 12.5.2.1 in paying to the holders of B Ordinary Shares an amount equal to 20 per cent. of the Equity Proceeds; and
  - 12.5.2.2 thereafter in distributing the balance amongst the holders of the A Ordinary Shares pari passu;
- 12.5.3 in the event that the Relevant Cash Inflows are equal to or more than the First Threshold Return but less than the Second Threshold Return, the Equity Proceeds shall be applied as follows:
  - 12.5.3.1 in paying to the holders of B Ordinary Shares an amount equal to 20 per cent. of the First Return;
  - 12.5.3.2 in paying to the holders of B Ordinary Shares an amount equal to 25 per cent. of the First Excess; and
  - 12.5.3.3 thereafter in distributing the balance amongst the holders of the A Ordinary Shares pari passu;
- 12.5.4 in the event that the Relevant Cash Inflows are equal to or more than the Second Threshold Return but less than the Third Threshold Return, the Equity Proceeds shall be applied as follows:
  - 12.5.4.1 in paying to the holders of B Ordinary Shares an amount equal to 20 per cent. of the First Return;
  - 12.5.4.2 in paying to the holders of B Ordinary Shares an amount equal to 25 per cent. of the First Excess;
  - 12.5.4.3 in paying to the holders of B Ordinary Shares an amount equal to 30 per cent. of the Second Excess; and
  - 12.5.4.4 thereafter in distributing the balance amongst the holders of the A Ordinary Shares pari passu; and
- 12.5.5 in the event that the Relevant Cash Inflows are equal to or more than the Third Threshold Return, the Equity Proceeds shall be applied as follows:
  - 12.5.5.1 in paying to the holders of B Ordinary Shares an amount equal to 20 per cent. of the First Return;
  - 12.5.5.2 in paying to the holders of B Ordinary Shares an amount equal to 25 per cent. of the First Excess;
  - 12.5.5.3 in paying to the holders of B Ordinary Shares an amount equal to 30 per cent. of the Second Excess;
  - 12.5.5.4 in paying to the holders of B Ordinary Shares an amount equal to 35 per cent. of the Third Excess; and
  - 12.5.5.5 thereafter in distributing the balance amongst the holders of the A Ordinary Shares pari passu.

13. **FACILITY DOCUMENTS**

The payment of any dividends or redemption of any Shares or Preferred Ordinary Shares shall be subject to any provisions restricting the same in the Facility Documents.

14. **LISTING OF THE SHARE CAPITAL OF THE COMPANY**

Immediately prior to and conditionally upon a Listing all holders shall enter into such reorganisation of the share capital of the Company as they may agree to ensure that the amounts referred to in **Article 12.5** are allocated between the holders of the Shares and / or Preferred Ordinary Shares the subject of such Listing.

15. **ALLOTMENT OF SHARES**

In accordance with section 567(1) and (2) of the 2006 Act, sections 561(1) and 562 (1) to (5) (inclusive) of that Act shall not apply to the Company.

**TRANSFER OF SHARES**

16. **CHANGE OF CONTROL**

**Tag along**

16.1 If an Investor Majority proposes to transfer A Ordinary Shares other than in accordance with clauses 16 or 23 of the Investment Agreement, such Seller shall procure the making by such proposed transferee of a Tag Along Offer to all of the other holders of Shares. Every holder or recipient of such offer, on receipt of a Tag Along Offer, shall be bound within 20 Business Days of the date of such offer (or within such longer period as the offer may specify) either to accept or reject such offer in writing (and in default of so doing shall be deemed to have rejected the offer). Until such Tag Along Offer has been made and completed the Board shall not sanction the making and registration of the relevant transfer or transfers.

16.2 "**Tag Along Offer**" means an unconditional offer, open for acceptance for not less than 20 Business Days, to purchase (i) an equal proportion of the Shares, Preferred Ordinary Shares and loan notes held by the recipients of a Tag Along Offer to the proportion which is being acquired from the Seller; and (ii) any shares for which such recipients may subscribe, free from all liens, charges and encumbrances, in each case at a price per share equal to the highest price per share, subject to adjustment to ensure that the aggregate proceeds of sale are distributed in accordance with **Article 14**, (exclusive of stamp duty, stamp duty reserve tax and commission) paid or to be paid by any transferee referred to in **Article 16.1** (or any person with whom such transferee is connected with or with whom such transferee is acting in concert) for Shares (inclusive of the Shares giving rise to the obligation to make the Tag Along Offer) within the period of one year ending on the proposed date of completion of such transfer of Shares.

16.3 The Tag Along Offer shall extend to all Shares in the event of a Listing and a requirement of the Seller to hold a proportion of the Shares following the Listing as part of lock-up arrangements.

17. **PURCHASE OF OWN SHARES**

The Company is authorised to purchase its own shares, including out of capital up to the annual limit in accordance with section 692 of the 2006 Act.

18. **TRANSMITTEES BOUND BY PRIOR NOTICES**

Model Article 29 shall be amended by the insertion of the words ", or the name of any person nominated under Model Article 27(2)", after the words "the transmittee's name".

## **CONSENT MATTERS**

### **19. INVESTOR CONSENT MATTERS**

19.1 Neither the Company nor any Group Company shall at any time without prior Investor Consent, effect or propose any of the following:

19.1.1 any variation in the issued share capital of the Company or the creation or the granting of any options or other rights to subscribe for, or convert into, shares of the Company or the variation of the rights attaching to such shares;

19.1.2 the reduction of the Company's share capital, share premium account, capital redemption reserve or any other reserve or of any uncalled liability in respect of partly paid shares or the purchase by the Company of any of its own shares;

19.1.3 the holding of any Shares by the Company in treasury and the transfer by the Company of any such Shares out of treasury;

19.1.4 the amendment of any provision of these Articles;

19.1.5 the redemption of any loan stock or loan notes of the Company other than on a redemption in accordance with the terms of the Management Loan Notes;

19.1.6 the capitalisation of any undistributed profits (whether or not the same are available for distribution and including profits standing to the credit of the reserve) or any sums standing to the credit of the share premium account or capital redemption reserve fund of the Company;

19.1.7 the taking of any steps to wind up the Company or any other Group Company;

19.1.8 a Sale or a Listing;

19.1.9 any disposal of the whole or substantially the whole of the business of the Company or any of the shares in any Group Company;

19.1.10 the declaration, making or payment of any dividend or other distribution to the holders of the Shares or Preferred Ordinary Shares other than as expressly permitted under these Articles;

19.1.11 any change in the accounting reference date of the Company;

19.1.12 the incurring by the Company of any borrowing or other indebtedness in the nature of borrowings (other than pursuant to the Facility Documents);

19.1.13 the lending of money (except to employees of the Company in amounts not exceeding €1,000 per employee (up to a maximum aggregate of €20,000 for all employees), or to a wholly-owned subsidiary for use in the normal course of trading);

19.1.14 the adoption, in relation to each financial period, of the Budget and any material revision to the Budget;

19.1.15 any change in the Company's accounting policies or principles or the basis of their application, save for any changes required from time to time to comply with changes in the law or with Statements of Standard Accounting Practice or Financial Reporting Standards;

19.1.16 the appointment or removal of the auditors to the Company (other than reappointment of an existing auditor);

19.1.17 the adoption or variation, once agreed, of any business plan;

- 19.1.18 the incurring of any capital expenditure commitments which are not provided for in the Budget, in respect of that financial period;
- 19.1.19 any acquisition (other than by credit sale, lease, licence or hire purchase) by the Company of any asset or group of assets which is for a consideration or having a value:
- 19.1.19.1 of more than €25,000; or
- 19.1.19.2 which would cause the aggregate of the consideration or values of such items so acquired during the then current financial period to exceed €250,000;
- save as provided for in the Budget for the relevant financial period;
- 19.1.20 the entering into by the Company of any credit sale, lease, licence or hire purchase agreement involving or contemplating:
- 19.1.20.1 in respect of each individual agreement:
- (a) annual payments of €5,000 or more; or
- (b) total payments of €25,000 or more; or
- 19.1.20.2 in respect of all such agreements outstanding at any time:
- (a) aggregate annual payments of €25,000 or more; or
- (b) aggregate total payments of €100,000 or more;
- save as provided for in the Budget for the relevant financial period;
- 19.1.21 any disposal (whether by way of sale, credit sale, lease, licence, hire purchase or otherwise) by the Company of any asset or group of assets which is for a consideration or having a book value:
- 19.1.21.1 of more than €25,000; or
- 19.1.21.2 which would cause the aggregate of the consideration or book values of such items so disposed of during the then current financial period to exceed €250,000;
- save as provided for in the Budget for the relevant financial period;
- 19.1.22 the formation of any subsidiary or the acquisition of shares or other securities in any body corporate;
- 19.1.23 entering into any contract with a third party developer or owner of intellectual property or modifying or amending the terms of any such contract whether in writing or verbally;
- 19.1.24 the acquisition of the whole or any part of any business or undertaking;
- 19.1.25 the entry into of any contract or agreement for the acquisition of freehold or leasehold real property;
- 19.1.26 the entering into or termination of any employment contract, contract of service, consultancy or service agreement in respect of the services of any person where:
- 19.1.27 such person is, or is to be, a director of the Company (or a person connected with a director); or

- 19.1.28 the annual benefits (including bonus and pension contributions) payable under such contract is or is to be in excess of €50,000 (Index Linked);
- 19.1.29 the alteration of or the giving of any consent, approval or waiver under the terms of any of the contracts or agreements falling within **Article 19.1.26**, or any increase or variation in the basis of calculating the remuneration paid by the Company (including any salary, fee, bonus or commission entitlement or arrangement or pension contribution) under any such contract or agreement (unless such increase or variation in remuneration has been approved by the Remuneration Committee);
- 19.1.30 the appointment or removal of any director of the Company;
- 19.1.31 the termination of the position of any of the Managers or the Chairman either as an employee or officer of the Company;
- 19.1.32 the delegation by the directors of the Company of any of their powers to any committee;
- 19.1.33 the establishment by the Company, or variation to the terms of, any pension or life insurance scheme;
- 19.1.34 the establishment by the Company, or variation to the terms of any share option, shadow share option, profit sharing, bonus or incentive scheme;
- 19.1.35 the entry into, termination or variation of any contract or arrangement between (1) the Company; and (2) a Manager or a person connected with a Manager, including the waiver of any breach of such a contract or arrangement;
- 19.1.36 the giving of notice of any resolution to wind-up the Company, or the filing of any petition for the appointment of an administrator or liquidator, or the making of an invitation to any person to appoint a receiver or an administrative receiver;
- 19.1.37 the creation, extension or variation of any guarantee, save as:
  - 19.1.37.1 implied by law; or
  - 19.1.37.2 made in the normal course of the supply of goods and services by the Company; or
  - 19.1.37.3 required pursuant to the Facility Documents;
- 19.1.38 the variation of any terms of the banking facilities available to the Group, any amendment or variation of any terms under the Acquisition Documents, Management Loan Notes or the Facility Documents or waiver or release by the Company of any of its rights under any such documents.
- 19.1.39 the creation, extension or variation of any mortgage, charge or security interest over any asset of the Company (otherwise than in accordance with the Facility Documents) or any lien arising by operation of law;
- 19.1.40 the making of any material change in the nature of the business of the Company (including cessation, except where legally obliged to do so, or on the advice of a licensed insolvency practitioner) or commence any type of new business except as provided for in or contemplated by the Business Plan or the Budget;
- 19.1.41 the carrying on, expansion or development of any of the businesses from time to time carried on by the Company otherwise than through a Group Company;
- 19.1.42 the undertaking or entering into of any transaction of any nature whatsoever other than on arm's length and upon normal commercial terms;

- 19.1.43 the commencement or settlement of any litigation or arbitration by the Company where the amount claimed is likely to be in excess of €25,000;
  - 19.1.44 the entering into by the Company of any partnership or joint venture; and
  - 19.1.45 entering into any agreement or arrangement with respect to any of the Company's trademarks, patents or other intellectual property other than in the ordinary course of trading.
- 19.2 Where these Articles or the Investment Agreement require Investor Consent, such consent shall be deemed given on behalf of all the Investors if obtained in writing from the Lead Investor. Investor Consent may be given subject to such terms and conditions as the Lead Investor may impose and any breach of such terms and conditions by any person subject to them will be deemed to be a breach of the terms of these Articles. Any application for Investor Consent may be made to the Lead Investor who may consult with the other Investors and will advise the Company of the decision of the Investors and if Investor Consent has accordingly been provided. Any written consent or approval given by the Lead Investor to the Company will be legally binding on all the Investors.
- 19.3 If the same proposed transaction or matter requires Investor Consent under more than one provision of these Articles and / or the Investment Agreement a single consent from the Lead Investor to that proposed transaction or matter shall be deemed to cover all required consents from the Lead Investor.
- 19.4 The Company shall supply to the Lead Investor on behalf of the Investors and to the Investor Director all information and documents necessary to allow proper consideration to be given over a reasonable period to any proposed transaction or matter upon which Investor Consent or direction of the Lead Investor or the Investor Director is sought.
- 19.5 Where these Articles or the Investment Agreement provide that any transaction or matter is required to be done at the discretion of the Investors (or any of them) then the Investors will be entitled to exercise such discretion in an absolute and unfettered manner (subject as herein expressly stated).

## 20. **SIGNIFICANT SHAREHOLDER CONSENT MATTERS**

- 20.1 Neither the Company nor any Group Company shall at any time without the prior written consent of the relevant Significant Shareholder, effect or propose any of the following:
- 20.1.1 any issue of new share capital of the Company or the creation or the granting of any options or other rights to subscribe for, or convert into, shares of the Company which are not offered to shareholders on a pre-emptive basis, excluding (i) any issue of up to 2,000,000 B Ordinary Shares in such amounts as approved by the Remuneration Committee where such consent will not be required and (ii) any issue pursuant to clause 10 of the Investment Agreement;
  - 20.1.2 any amendment to these Articles, the Management Loan Note Instrument or the Investment Agreement where any such amendment has an adverse effect on the economic interests of the Significant Shareholder which is disproportionate to the adverse effect of the amendment on the economic interests of the Investors;
  - 20.1.3 the removal of the Group's CEO from time to time as an employee of the Group, or a material variation to such CEO's terms of employment;
  - 20.1.4 the incurring by the Group of: (a) any new debt which increases the total net indebtedness of the Group to an amount greater than 1.8 x LTM EBITDA of the Group; or (b) any new indebtedness whatsoever, if the net indebtedness of the Group at the relevant time exceeds 1.8 x LTM EBITDA of the Group, (and where: (i) LTM is the 12 month period to the end of the calendar month immediately prior to the month in which the new debt is proposed to be incurred; and (ii) the EBITDA of the Group is the EBITDA which has been approved by the Board); and

provided that no such consent shall be required to draw-down from facilities in place as at the date of adoption of these Articles;

- 20.1.5 the acquisition or disposal by the Company of any asset which has a value in excess of £5,000,000;
  - 20.1.6 the making of any individual game investment (which shall include all development costs, marketing costs and other costs associated with creating, developing producing or promoting a game) by the Company where the total investment exceeds £2,000,000;
  - 20.1.7 the making of any game investment (which shall include all development costs, marketing costs and other costs associated with creating, developing producing or promoting a game) by the Company where the total value of game investments in the relevant financial year exceeds an amount greater than £1,000,000 more than is provided for in the Budget;
  - 20.1.8 the reduction of the Company's share capital, share premium account, capital redemption reserve or any other reserve or of any uncalled liability in respect of partly paid shares or the purchase by the Company of any of its own shares which is not undertaken on a pro rata basis across all classes of shares; and
  - 20.1.9 the undertaking or entering into of any transaction with a member of the Investor Group other than on arm's length terms.
- 20.2 Where these Articles or the Investment Agreement require the consent of a Significant Shareholder, such consent shall be deemed given on behalf of the relevant Significant Shareholder if obtained in writing from the relevant Significant Shareholder Director.
- 20.3 The Company shall supply to any Significant Shareholder and to their Significant Shareholder Director all information and documents necessary to allow proper consideration to be given over a reasonable period to any proposed transaction or matter upon which the consent of a Significant Shareholder or a direction of the Significant Shareholder Director is sought.

## 21. **B SHAREHOLDER CONSENT MATTERS**

- 21.1 Neither the Company nor any Group Company shall at any time without the prior written consent of holders holding more than 50 per cent of the B Ordinary Shares for the time being, effect or propose any of the following:
- 21.1.1 any issue of new share capital of the Company or the creation or the granting of any options or other rights to subscribe for, or convert into, shares of the Company which are not offered to shareholders on a pre-emptive basis, excluding (i) any issue of up to 2,000,000 B Ordinary Shares in such amounts as approved by the Remuneration Committee where such consent will not be required and (ii) any issue pursuant to clause 10 of the Investment Agreement;
  - 21.1.2 any amendment to these Articles that is a change relating to the subject matter of **Articles 21.1.1 and 21.1.3 to 21.1.4**;
  - 21.1.3 the reduction of the Company's share capital, share premium account, capital redemption reserve or any other reserve or of any uncalled liability in respect of partly paid shares or the purchase by the Company of any of its own shares which is not undertaken on a pro rata basis across all classes of shares; and
  - 21.1.4 the undertaking or entering into of any transaction with a member of the Investor Group other than on arm's length terms.
- 21.2 Where these Articles or the Investment Agreement require the prior written consent of holders holding more than 50 per cent of the B Ordinary Shares, such consent shall be deemed given on behalf of all the relevant shareholders if obtained in writing from a

representative nominated by holders holding more than 50 per cent of the B Ordinary Shares in writing; the nominated representative is the CEO of the Company from time to time and any written consent or approval given by him will be legally binding on all the holders holding more than 50 per cent of the B Ordinary Shares.

## **INFORMATION**

### **22. PROVISION OF INFORMATION**

- 22.1 The Company will send to any holder who holds, in aggregate, A Ordinary Shares which constitute at least five per cent by number of the total number of Shares in issue for the time being:
- 22.1.1 monthly management accounts for the Group in the format sent to the Lead Investor pursuant to the terms of the Investment Agreement within 14 days of the end of each month; and
  - 22.1.2 audited statutory accounts for each member of the Group within five months (or such longer period as the Lead Investor may agree in accordance with the terms of the Investment Agreement) of the end of the financial period to which they relate.
- 22.2 The Company will send to any Significant Shareholder a copy of all information provided to the Lead Investor pursuant to clause 6 of the Investment Agreement.

## **GENERAL MEETINGS**

### **23. NOTICE OF GENERAL MEETINGS**

- 23.1 Every notice convening a general meeting shall:
- 23.1.1 comply with section 325(1) of the 2006 Act as to giving information to shareholders relating to their right to appoint proxies; and
  - 23.1.2 be given in accordance with section 308 of the 2006 Act, that is in hard copy form, electronic form or by means of a website.
- 23.2 A notice convening a general meeting (other than an adjourned meeting) must be called by at least 14 days' notice but a general meeting can be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote at the meeting being a majority who together hold not less than 90 per cent. by nominal value of the Shares giving that right. The notice must state the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting.

### **24. PROCEEDINGS AT GENERAL MEETINGS**

- 24.1 No resolution shall be voted on and no other business shall be transacted at any general meeting of the Company unless a quorum is present when such vote is taken or other business is transacted and no resolution or transaction shall be effective unless a quorum is so present. Two persons, being holders (at least one of whom must be a holder of A Ordinary Shares) present in person, by proxy or by duly authorised representative (if a corporation), shall be the quorum at any general meeting.
- 24.2 If a quorum is not present within half an hour from the time appointed for a general meeting or if, during any general meeting, a quorum 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 place as the directors (with Investor Consent) may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed for the same the shareholders present shall form a quorum. Model Article 41(1) to (5) inclusive shall not apply to the Company.



25. **WRITTEN RESOLUTIONS**

- 25.1 A written resolution, proposed in accordance with section 288(3) of the 2006 Act, will lapse if it is not passed before the end of the period of 28 days beginning with the circulation date.
- 25.2 For the purposes of this **Article 25** "circulation date" is the date on which copies of the written resolution are sent or submitted to members or, if copies are sent or submitted on different days, to the first of those days.

**ADMINISTRATIVE ARRANGEMENTS**

26. **BORROWING POWERS**

Subject to the terms of the Investment Agreement, the Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and, subject to the provisions of the 2006 Act, to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

27. **AUDITORS**

- 27.1 If any matter under these Articles is referred to the Auditors for determination then the Auditors shall act as experts and not as arbitrators or arbiters and their decision shall be final and binding on the Company and all the holders (in the absence of fraud or manifest error).
- 27.2 The Auditors' costs in making any such determination referred to in **Article 27.1** shall be borne by the Company unless the Auditors shall otherwise determine.

28. **COMPANY COMMUNICATION PROVISIONS**

28.1 Where:

- 28.1.1 a document or information is sent by post (whether in hard copy or electronic form) to an address in the United Kingdom; and
- 28.1.2 the Company is able to show that it was properly addressed, prepaid and posted,
- 28.1.3 it is deemed to have been received by the intended recipient 24 hours after it was posted.

28.2 Where:

- 28.2.1 a document or information is sent or supplied by electronic means; and
- 28.2.2 the Company is able to show that it was properly addressed,
- 28.2.3 it is deemed to have been received by the intended recipient immediately after it was sent.

28.3 Where a document or information is sent or supplied by means of a website, it is deemed to have been received by the intended recipient:

- 28.3.1 when the material was first made available on the website; or
- 28.3.2 if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

28.4 Pursuant to section 1147(6) of the 2006 Act, subsections (2) (3) and (4) of that section shall be deemed modified by **Articles 28.1, 28.2** and **28.3**.

28.5 Subject to any requirements of the 2006 Act only such, documents and notices as are specified by the Company may be sent to the Company in electronic form to the address specified by the Company for that purpose and such documents or notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified.

29. **INDEMNITIES FOR DIRECTORS**

29.1 Subject to, and so far as may be permitted by, the 2006 Act and without prejudice to any indemnity to which the person concerned may be otherwise entitled, the Company may indemnify every director, former director, alternate director, secretary or other officer of the Company or of any associated company (as defined in section 256 of the 2006 Act) against any liabilities incurred by him in the execution and discharge of his duties or the exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, including any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust in relation to anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director, former director, alternate director, secretary or other officer of the Company or of any associated company.

29.2 Subject to the 2006 Act, the directors may purchase and maintain at the cost of the Company insurance cover for or for the benefit of every director, former director, alternate director, Auditor, secretary or other officer of the Company or of any associated company (as defined in section 256 of the 2006 Act) against any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust by him in relation to the Company (or such associated company), including anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director, former director, alternate director, Auditor, secretary or other officer of the Company or of any associated company.

29.3 Subject to, and so far as may be permitted by, the 2006 Act, the Company shall be entitled to fund the expenditure of every director, alternate director or other officer of the Company incurred or to be incurred:

29.3.1 in defending any criminal or civil proceedings; or

29.3.2 in connection with any application under sections 661(3) or 661(4) or under section 1157 of the 2006 Act.

# **APPENDIX 1**

## **ANNEXURE - Model Articles**