

THE COMPANIES ACTS 1985

COMPANY LIMITED BY SHARES

CRYSTAL INTERNATIONAL TRAVEL GROUP LIMITED

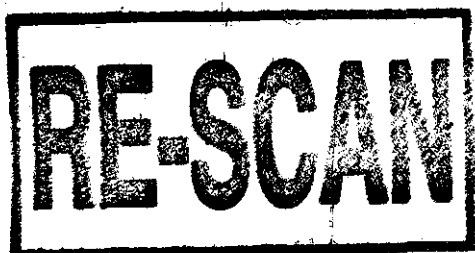
At an extraordinary general meeting of the Company held on 16 October 1997 the following resolution was passed as a special resolution:-

**SPECIAL RESOLUTION**

1. THAT:-
  - 1.1 the authorised share capital of the Company be increased from £4,500 to £13,569,722 by the creation of 13,555,781 cumulative redeemable A preference shares of £1 each and 944,064 cumulative convertible preferred ordinary shares of 1p each, such shares having the rights and being subject to the restrictions and obligations set out in the articles of association adopted by this resolution; and
  - 1.2 the Regulations contained in the printed document produced to the meeting, and for the purpose of identification initialled by the chairman of the meeting, be approved and adopted as the articles of association of the Company, in substitution for, and to the exclusion of, all previous articles of association.

*Ashurst Morris Crisp*

**PRESENTED BY:-** Ashurst Morris Crisp  
Broadwalk House  
5 Appold Street  
London EC2A 2HA  
Ref: DCC/B79003388



012  
9/12/97

THE COMPANIES ACT 1985

---

PRIVATE COMPANY LIMITED BY SHARES

---

NEW  
ARTICLES OF ASSOCIATION

- of -

CRYSTAL INTERNATIONAL TRAVEL GROUP LIMITED

(Adopted by Special Resolution passed  
on 16 October 1997)

---

PRELIMINARY

- 1.1 In the interpretation of these Articles, the headings shall not affect the construction thereof and, unless the context otherwise requires, the following words and expressions shall bear the following meanings:-

"A Ordinary Shares" means the A ordinary shares of 1p each in the capital of the Company;

"A Preference Shares" means the cumulative redeemable preference shares of £1 each in the capital of the Company;

"Accounts" has the meaning given in Article 4.1;

"acting in concert" has the meaning given to it in the City Code on Takeovers and Mergers;

"Acts" means the Companies Act 1985 (including amendments made thereto by the Companies Act 1989), the Companies Act 1989, and in either case any statutory modification, amendment, variation or re-enactment thereof for the time being in force;

"Adjusted Profits", in respect of any Financial Year of the Company, means the audited consolidated profits of the Company and its subsidiary undertakings as shown in the Accounts for the relevant Financial Year:-

- (a) before any provision is made for the payment of any dividend on any share in the capital of the Company or any of its subsidiary undertakings (and adding back to such profits the amount of any Fixed Dividend and Preferred Dividend paid pursuant to Articles 6.1 and 6.2 or any interim or other dividend declared and/or paid by the Company or any of its subsidiary undertakings in the Financial Year to which such audited consolidated profit and loss account relates) or before the payment of any other distribution or before the transfer of any sum to capital or revenue reserves;
- (b) before there has been deducted or credited any capital losses or gains and before writing off any intangible assets or goodwill;
- (c) before there has been deducted any corporation tax on profits or gains (or any other tax levied upon or measured by reference to profits or gains) as adjusted by paragraphs (a) and (b) above (or any other tax levied upon or measured by profits or gains);
- (d) after deducting profits or adding back losses as are attributable to shares held in any subsidiary undertaking of the Company the beneficial owners of which are not subsidiary undertakings of the Company;
- (e) after crediting profits or deducting losses as are attributable to shares held by the Company or any subsidiary undertaking in any company which is not an associated company (within the meaning of the Acts) of the Company or any subsidiary undertaking;
- (f) after deducting the profits or adding back the losses (to the extent the same would otherwise be included in the Accounts) of any member of the Group that became a member during the relevant Financial Year that are attributable to that portion of the Financial Year prior to the said member becoming a member of the Group; and
- (g) after adding back the gross amount of any bonus payments to management shareholders and other bonuses/payments in excess of £100,000.

"Agreement" means a subscription and shareholders' agreement of even date with the adoption of these Articles between (1) the Company, (2) the Managers (as therein defined), (3) BZW Private Equity Limited (4) the Subscribers (as therein defined) and (5) Viad Corp.;

"Allocation Notice" has the meaning given to it in Article 17.5;

"Appropriate Offer" has the meaning given to it in Article 18.4;

"Auditors" has the meaning given to it in Article 4.2;

"B Director" has the meaning given to it in the Agreement;

**"Board"** means the board of directors of the Company from time to time or as the case may be any duly authorised committee thereof;

**"Bonding Obligations"** has the meaning set out in the Agreement;

**"Business Day"** means a day (excluding Saturdays) on which banks generally are open in London for the transaction of normal banking business;

**"Connected"** in the context of determining whether one person is connected with another shall be determined in accordance with the provisions of section 839 of the Income and Corporation Taxes Act 1988;

**"Change of Control"** means the transfer (within the meaning of Article 15.2) of shares in the Company (excluding A Preference Shares) as a result of which any person or persons connected with each other or persons acting in concert with each other would obtain Control (as defined in Article 18.3) over or increase Control beyond that number of shares in the Company which in aggregate confers 25 per cent or more of the voting rights normally exercisable at General Meetings of the Company PROVIDED THAT there shall be no change of control resulting from any transfer referred to in Article 18.2;

**"Control"** has the meaning given to it in Article 18.3;

**"Conversion Date"** has the meaning given to it in Article 9.1;

**"Deferred Shares"** means the Deferred Shares of 1p each in the capital of the Company, having the rights and being subject to the restrictions set out in Article 10.1;

**"Directors"** means the Directors for the time being of the Company;

**"Dividend Date"** has the meaning given in to it Article 6.3(a);

**"Employee Share Option Scheme"** means the share option scheme to be established by the Company;

**"Employee Trust"** means any trust established by the Company for the benefit of the employees of the Company or any of its subsidiaries;

**"Financial Year"** means an accounting period of 12 months (save for the first) in respect of which the Company prepares its accounts in accordance with the relevant provisions of the Acts;

**"Fixed Dividend"** has the meaning given to it in Article 6.1(a);

**"Free Asset Guarantee"** has the meaning set out in the Agreement;

**"Group"** means the Company and any company which is a subsidiary of the Company, a holding company of the Company or a subsidiary of such holding company;

"holder" means in respect of any share in the capital of the Company the person or persons for the time being registered by the Company as the holder of that share;

"Issue Price" means, in respect of a share in the capital of the Company, the aggregate of the amount paid up or credited as paid up in respect of the nominal value thereof and any share premium thereon;

"Lead Investor" means BZW Private Equity Limited of 54 Lombard Street London EC3P 3AH;

"Listing" means the date of admission of any part of the share capital of the Company to the Official List of the London Stock Exchange or the grant of permission to deal in the same in the Alternative Investment Market of the London Stock Exchange;

"London Stock Exchange" means London Stock Exchange Limited;

"Managers" has the meaning set out in the Agreement;

"Member Applicant" has the meaning given in to it Article 17.5(c);

"Ordinary Shares" means the A Ordinary Shares;

"Participating Dividend" has the meaning given to it in Article 6.2(a);

"Preferred Ordinary Shares" means the convertible cumulative participating preferred ordinary shares of 1p each in the capital of the Company;

"Preference Shares" means the A Preference Shares;

"Redemption Dates" means any date or time when A Preference Shares are to be redeemed in accordance with these Articles (and each such date shall be a "Redemption Date");

"Relevant Dividend" has the meaning given to it in Article 6.3(a);

"Retail Prices Index" means the index of retail prices published each month by the office of National Statistics;

"Sale" means the completion of an agreement for the purchase of all the Preferred Ordinary Shares and Ordinary Shares (to the extent not already owned by the purchaser or persons acting in concert or connected with the purchaser) or the acceptance of an offer (being an Appropriate Offer if so required by these Articles) as a result of which the offeror becomes entitled or bound to acquire the remainder of such shares in accordance with the Acts or would have become so entitled or bound had the Preferred Ordinary Shares already been converted in accordance with Article 9 at the time the offer was made;

"Sale Shares" has the meaning given to it in Article 17.3;

"Special Director" has the meaning given to it in Article 11.1;

"Table A" means Table A in the schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No. 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No. 1052);

"Transfer Notice" has the meaning given to it in Article 17.1;

"Transfer Price" has the meaning given to it in Article 17.1(c);

"Viad Loan Arrangements" has the meaning given to it in the Agreement; and

"Vendor" has the meaning given to it in Article 17.1.

- 1.2 (a) Words and expressions defined in or having a meaning provided by the Acts as at the date of adoption of these Articles have, unless the context otherwise requires, the same meaning when used herein.
- (b) Words importing the singular number also include the plural number and vice versa.
- (c) Words importing one gender include each gender and all genders.
- (d) References to persons shall include references to natural persons, bodies corporate, unincorporated associations, partnerships, firms and trusts.
- (e) Words and expressions defined elsewhere in these Articles shall bear the meaning thereby ascribed to them.
- (f) Where any due date for payment of any sum arising under these Articles falls on a bank holiday, a Saturday or Sunday such due date shall refer to the last Business Day immediately preceding such due date
- 1.3 The regulations contained in Table A, save insofar as they are excluded or varied hereby, and the regulations hereinafter contained shall constitute the regulations of the Company.
- 1.4 The regulations of Table A numbered 40, 73 to 77 (inclusive), 80, the second sentence of 88, 96, 101, the final sentence of 112 and 118 shall not apply to the Company.

## GENERAL MEETINGS

- 2.1 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business and for its duration. Two persons, being members present in person or by proxy for a member or members or duly authorised representatives of corporations shall be a quorum at any general meeting. If a meeting is adjourned under Regulation 41 of Table A because a quorum is not present, and at the 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. and Regulation 41 of Table A shall be modified accordingly.

- 2.2 A poll may be demanded by the Chairman or by any shareholder present in person or by proxy and having the right to vote at the meeting and Regulation 46 of Table A shall be modified accordingly.

### RESOLUTIONS

3. With respect to any such resolution in writing as is referred to in Regulation 53 of Table A. in the case of a corporation which holds a share, the signature of any director or the secretary thereof shall be sufficient for the purposes of Regulation 53 and Regulation 53 of Table A shall be modified accordingly.

### ACCOUNTS AND ANNUAL GENERAL MEETINGS

- 4.1 Every Financial Year of the Company shall commence on 1 November and end on 31 October in the following year PROVIDED THAT the first financial year shall end on 31 October 1997. The Board shall cause to be prepared, in accordance with the provisions of the Acts, a consolidated balance sheet of the Company and its subsidiary undertakings as at the end of each Financial Year and a consolidated profit and loss account of the Company and its subsidiary undertakings for each Financial Year (the "Accounts").
- 4.2 An Annual General Meeting of the Company shall be held not later than the last business day of the month of January in each calendar year in respect of the Financial Year ended on the immediately preceding October at such time and place in the United Kingdom as the Board shall determine, and the Board shall cause to be laid before each such Annual General Meeting the Accounts for such Financial Year together with the respective reports thereon of the Board and of the auditors for the time being of the Company (the "Auditors") such reports complying with the provisions of the Acts.
- 4.3 At the same time as reporting on the Accounts the Auditors shall report in writing to the Board in respect of the Financial Year to which they relate:-
- (a) the amount of the Adjusted Profits; and
  - (b) the amount of the Participating Dividend (if any) payable both in aggregate and in respect of each Preferred Ordinary Share pursuant to Article 6.2.

In so reporting the Auditors shall be deemed to be acting as experts and not as arbitrators, and the amounts as so reported shall, in the absence of manifest error, be conclusive and binding on the Company and upon all of its members for the purposes of these Articles.

### SHARE CAPITAL

- 5.1 The authorised share capital of the Company at the date of the adoption of these Articles is £13,569,722 divided into -

- (a) 450,000 A Ordinary Shares; and
- (b) 13,355,781 A Preference Shares; and
- (c) 944,064 Preferred Ordinary Shares.

5.2 The special rights and restrictions attached to and imposed on each class of share capital of the Company are as set out in these Articles.

## INCOME

### 6.1 A Preference Shares

- (a) The A Preference Shares shall confer upon the holders thereof as a class the right to receive in priority to any payment by way of dividend to the holders of any other shares in the capital of the Company and the Company shall pay in respect of each Financial Year a fixed cumulative preferential dividend (the "Fixed Dividend") on each A Preference Share at the rate of 7.5 per cent per annum (exclusive of the imputed tax credit available to the A Preference Shareholders) of the Issue Price.
- (b) From 1 November 1998 the Fixed Dividend shall accrue from day to day and (subject to the Viad Loan Arrangements) shall be paid in cash as follows:-
  - (i) in respect of the period from 1 November 1998 to 31 October 1999 on 31 December 1999;
  - (ii) thereafter until redemption, by two instalments on 30 June and 31 December of each year. The payment to be made on 30 June shall be in respect of the six month period ending on the preceding 30 April. The payment to be made on 31 December shall be in respect of the six month period ending on the preceding 31 October; and
  - (iii) on a Redemption Date in respect of A Preference Shares redeemed on that date, in respect of the period for which no Fixed Dividend shall have been paid, pursuant to the foregoing paragraphs of this Article 6.1(b) calculated down to and including the Redemption Date.
- (c) To the extent that there are profits available for distribution in accordance with the Acts (after payment of all dividends accrued and in arrears on the A Preference Shares in respect of any earlier Financial Year), on the due date for payment thereof the Fixed Dividend shall ipso facto and without any resolution of the Board or of the Company in general meeting (and notwithstanding anything contained in Regulations 102 to 108 (inclusive) of Table A) become a debt due from and immediately payable by the Company to the A Preference Shareholders in respect of each A Preference Share held by each such shareholder.
- (d) The A Preference Shares shall not confer any further right of participation in the profits of the Company.

### 6.2 Preferred Ordinary Shares



- (a) The Preferred Ordinary Shares shall confer upon the holders thereof as a class the right, in priority to any payment by way of dividend to the holders of any other shares in the capital of the Company (but subject to the prior payment of all dividends accrued and in arrears on the A Preference Shares and Preferred Ordinary Shares in respect of any earlier Financial Year), to receive and the Company shall (subject to the Viad Loan Arrangements) pay in respect of each Financial Year, a cumulative participating dividend (the "Participating Dividend") on each Preferred Ordinary Share of an amount (exclusive of the imputed tax credit available to shareholders) equal to :-
- (i) in respect of any Participating Dividend for the Financial Years of the Company ending on 31 October 1999 and 31 October 2000, 5 per cent of the Adjusted Profits of the Company divided by the number of Preferred Ordinary Shares then in issue; and
  - (ii) in respect of any Participating Dividend for each Financial Year of the Company thereafter, 10 per cent of the Adjusted Profits of the Company divided by the number of Preferred Ordinary Shares then in issue.

PROVIDED THAT where the Participating Dividend is paid otherwise than in respect of a Financial Year the Adjusted Profits shall mean the profit of the Company and its subsidiary undertakings as shown by the consolidated management accounts of the Company and its subsidiary undertakings for the period in respect of which the Participating Dividend is paid and in the absence of such accounts for all or any part of such a period, as estimated by the Auditors, in each case as adjusted in the manner provided in the definition of "Adjusted Profits" and the amount of such Adjusted Profits and the amount of the Participating Dividend (if any) in each case as to be determined in accordance with this proviso shall be reported in writing by the Auditors and in so reporting the Auditors shall be deemed to be acting as experts and not as arbitrators and the amounts as so reported shall, in the absence of manifest error, be conclusive and binding on the Company and upon all its members for the purposes of these Articles.

- (b) The Participating Dividend shall be paid in cash:-
- (i) within 14 days after the Annual General Meeting at which the Accounts in respect of the preceding Financial Year are approved by the Board PROVIDED THAT if on the date four months after the end of the preceding Financial Year such Accounts shall not have been so approved, the Company shall on such date (but subject to the Acts) pay by way of interim dividend on account of the Participating Dividend such amount as may be determined and certified in accordance with the proviso to Article 6.2(a) above but by reference to the consolidated management accounts of the Company and its subsidiary undertakings for the relevant Financial Year. The balance of the Participating Dividend (if any) or any overpayment (if any) of such interim dividend shall be

paid or repaid (as the case may be) within 14 days of the relevant Annual General Meeting; or, if sooner,

(ii) on the Conversion Date.

- (c) Subject to the Viad Loan Arrangements and to the extent there are profits available for distribution in accordance with the Acts after payment of the Fixed Dividend for the relevant Financial Year (and after payment of all dividends accrued and in arrears on the Preference Shares and the Preferred Ordinary Shares in respect of any earlier Financial Year) and the Company is not prevented from paying the Participating Dividend by Article 12.2(h), on the due date for payment therefor the Participating Dividend shall ipso facto and without any resolution of the Board or of the Company in general meeting (and notwithstanding anything contained in Regulations 102 to 108 (inclusive) of Table A) become a debt due from and immediately payable by the Company to the Preferred Ordinary Shareholders pro rata according to the number of Preferred Ordinary Shares held by each such shareholder subject to the payment of debts due pursuant to Article 6.1(c).

### 6.3 A Preference Shares and Preferred Ordinary Shares

- (a) In the event that whether by reason of any principle of law or the provisions of Article 12.2(h) the Company is unable to pay in full on the due date for payment under Articles 6.1 and 6.2 (each of which dates is in this paragraph referred to as a "Dividend Date") any instalment of the Fixed Dividend to the A Preference Shareholders or the Participating Dividend to the Preferred Ordinary Shareholders which would otherwise be required to be paid pursuant to Article 6.1 or 6.2 on that Dividend Date (in this paragraph any such dividend being hereinafter called a "Relevant Dividend", which expression shall also include such further dividend payable in respect thereof and calculated in accordance with the provisions of Article 6.3(b)) then the following provisions shall apply:-
- (i) on the due Dividend Date the Company shall subject to the Viad Loan Arrangements pay to the A Preference Shareholders or the Preferred Ordinary Shareholders (as the case may be) on account of the Relevant Dividend the maximum sum (if any) which can then consistently with any such principle of law or in accordance with Article 12.2(h) properly be paid by the Company and such sum shall be divided among the A Preference Shareholders or the A Preferred Ordinary Shareholders (as the case may be) pro rata to the number of A Preference Shares or Preferred Ordinary Shares (as the case may be) held by them;
- (ii) the Company shall, subject to the Viad Loan Arrangements, pay the balance of the Relevant Dividend (whether in one or more instalments) as soon after the due Dividend Date as may then be consistent with any principle of law and such payment shall be made in priority to any dividend which shall have accrued on the same class of share in respect of a period subsequent to the due Dividend Date referred to in paragraph (a) above, and where any such payment

shall be made in respect of both the A Preference Shares and the Preferred Ordinary Shares as between each class in accordance with the priorities established by Articles 6.1 and 6.2; and

- (iii) every sum which shall become payable by the Company on any date determined in accordance with the foregoing provisions of this Article 6.3 shall on that date ipso facto and without any resolution of the Board or of the Company in general meeting (and notwithstanding anything contained in Regulations 102 to 108 (inclusive) of Table A) become a debt due from and immediately payable by the Company to the holders of the A Preference Shares and/or the Preferred Ordinary Shares (as the case may be).
- (b) In the event that any part of the Fixed Dividend or Participating Dividend is not paid within 28 days of the due Dividend Date in accordance with Article 6.1 or 6.2 as appropriate the amount of the overdue dividend shall be increased by way of a further cumulative dividend at the rate that is 1 per cent. above the base rate from time to time of Barclays Bank PLC per annum (exclusive of the associated tax credit available to shareholders) of such overdue dividend calculated on a daily basis and compounded with rests on 30 April and 31 October in respect of the arrears of the Fixed Dividend and on the date of each Annual General Meeting in respect of the Participating Dividend and references in these Articles to the Fixed Dividend, or Participating Dividend shall include any further dividend calculated in accordance with this paragraph.
- (c) The Company shall procure that if any of its subsidiary undertakings have profits available for distribution for the purposes of the Acts such profits will to the extent necessary be distributed to the Company so as to enable the payment on the due Dividend Date of the Fixed Dividend and Participating Dividend.

#### 6.4 Ordinary Shares and Preferred Ordinary Shares

- (a) Subject to the Viad Loan Arrangements and without the consent or sanction of the A Preference Shareholders given in accordance with Article 12, no dividends shall be declared or paid on the A Ordinary Shares or any further dividends on the Preferred Ordinary Shares in respect of any Financial Year of the Company ending on or before the date set out in Article 8.3(e) below unless and until all of the A Preference Shares have been redeemed in accordance with Article 8.
- (b) Subject to Article 6.4(a) above and after the payment in accordance with Articles 6.1 to 6.3 (inclusive), of all arrears and accruals of the Fixed Dividend and the Participating Dividend in respect of a Financial Year and any earlier Financial Years, any further dividend declared by the Company in respect of that Financial Year shall be paid on the A Ordinary Shares and Preferred Ordinary Shares *pari passu* as if they were all shares of the same class.

## CAPITAL

- 7.1 In the event of a winding-up of the Company or other return of capital (but excluding the redemption of the A Preference Shares in accordance with these Articles) any debts which have become due in accordance with Articles 6.1 to 6.3 shall only be paid in accordance with the provisions of this Article 7 and the assets of the Company available for distribution to shareholders remaining after payment of all other debts and liabilities of the Company and of the costs charges and expenses of such winding-up, shall be applied in the following manner and order of priority:-
- 7.2 first and subject to the Viad Loan Arrangements, in paying to the A Preference Shareholders (in proportion to the numbers of A Preference Shares held by them) all unpaid arrears and accruals of and interest on any Fixed Dividend such arrears and accruals and interest to be calculated down to and including the date of the payment and to be payable irrespective of what profits (and of whether any profits) have been made or earned by the Company and irrespective of whether or not such unpaid arrears and accruals have become due and payable in accordance with any of the provisions of Article 6.1 or 6.3;
- 7.3 secondly, in paying to the A Preference Shareholders (in proportion to the A Preference Shares held by them) the Issue Price of such shares;
- 7.4 thirdly, in paying to the holders of the Preferred Ordinary Shares (in proportion to the numbers of Preferred Ordinary Shares held by them) all unpaid arrears and accruals of and interest on any Participating Dividend such arrears and accruals and interest to be calculated down to and including the date of repayment to be payable irrespective of what profits (and of whether any profits) have been made or earned by the Company and irrespective of whether or not such unpaid arrears and accruals have become due and payable in accordance with any of the provisions of Article 6.2 or 6.3;
- 7.5 fourthly, in paying to the holders of the Preferred Ordinary Shares (in proportion to the numbers of Preferred Ordinary Shares held by them) the Issue Price of such shares;
- 7.6 fifthly, in paying to the A Ordinary Shareholders (in proportion to the numbers of A Ordinary Shares held by them) all declared but unpaid dividends thereon and the Issue Price of such shares; and
- 7.7 lastly, in distributing the balance amongst the holders of the Preferred Ordinary Shares and the Ordinary Shares *pari passu* as if they were all shares of the same class PROVIDED THAT after the distribution of the first £100,000,000 of such balance, the Deferred Shares (if any) shall be entitled to receive an amount equal to the nominal value of such Deferred Shares.

## REDEMPTION

- 8.1 Subject to the provisions of the Acts and with the consent or sanction of the holders of the A Preference Shares and Preferred Ordinary Shares given in accordance with Article 12 and subject to the Viad Loan Arrangements, the Company shall have the right to redeem all or any of the A Preference Shares for the time being outstanding and fully paid up.
- 8.2 Subject to the Viad Loan Arrangements, on the earlier of a Change of Control a Listing or Sale the A Preference Shares then in issue shall be redeemed in full.
- 8.3 Subject to the Viad Loan Arrangements,
- (a) On 31 December 1999 (to the extent not previously redeemed) 2,033,367 A Preference Shares shall be redeemed.
  - (b) On 31 December 2000 (to the extent not previously redeemed) 2,033,367 A Preference Shares shall be redeemed.
  - (c) On 31 December 2001 (to the extent not previously redeemed) 2,711,156 A Preference Shares shall be redeemed.
  - (d) On 31 December 2002 (to the extent not previously redeemed) 3,388,945 A Preference Shares shall be redeemed.
  - (e) On 31 December 2003 (to the extent not previously redeemed) 3,388,946 A Preference Shares shall be redeemed.
- 8.4 If by reason of the provisions of the Acts or the liquidity ratio requirements of the Civil Aviation Authority the Company is unable to redeem in full on a date mentioned in Article 8.3 the A Preference Shares falling for redemption on that date, the Company shall on that date redeem as many of the A Preference Shares as can consistently with the Acts be properly redeemed and the balance as soon thereafter as the Acts shall permit.
- 8.5 The A Preference Shares to be redeemed in accordance with this Article 8 shall be selected as nearly as may be to ensure that the number of A Preference Shares of each holder thereof is thereby reduced in the same proportion.
- 8.6 The Company shall give to the A Preference Shareholders previous notice in writing of an impending Redemption Date which in the case of a redemption falling within Articles 8.1 and 8.3 above shall not be less than 21 days and in the case of a Listing shall not be less than 28 days nor more than 35 days before the expected date of Listing and in the case of a Sale or Change of Control as soon as the prospect of such a Sale or Change of Control has come to the attention of the Company. For the avoidance of doubt if redemption is occasioned by a proposed Sale, Change of Control or Listing and the same shall not occur there shall be no redemption and the said notice shall be revoked.

- 8.7 Any notice of redemption shall specify the particular A Preference Shares to be redeemed, the date fixed for redemption (or if not then known, the expected date for redemption) and the place at which the certificates for such shares are to be presented for redemption and upon such date each of the holders of the shares concerned shall be bound to deliver to the Company at such place the certificates for such of the shares concerned as are held by him in order that the same may be cancelled or an indemnity in a form reasonably satisfactory to the Board in respect of any lost certificate. Upon such delivery the Company shall pay to the holder (or, in the case of joint holders, to the holder whose name stands first in the Register of Members of the Company in respect of such shares) the amount due to him in respect of such redemption as set out in Article 8.8 below against the delivery of a proper receipt for the redemption monies payable in respect thereof. If any certificate so delivered to the Company includes any A Preference Shares not falling to be redeemed on the relevant Redemption Date a fresh certificate for such A Preference Shares shall be issued to the holder or holders delivering such certificate to the Company as soon as practicable thereafter and in any event within 14 days thereafter.
- 8.8 There shall be paid on the redemption of each A Preference Share, an amount equal to 110% of the Issue Price thereof together with all arrears and accruals of the Fixed Dividend payable thereon in accordance with Article 6.1(b) (whether earned or declared or not) calculated up to and including the Redemption Date.
- 8.9 As from any relevant Redemption Date the Preference Dividend in respect of any A Preference Shares falling to be redeemed on such date shall cease to accrue except on or in relation to any A Preference Share in respect of which on due presentation of the certificate relating thereto, or an indemnity in a form reasonably satisfactory to the Board in respect of a lost certificate, payment of the redemption monies (and arrears and accruals of Fixed Dividend) is refused.

## CONVERSION

- 9.1 Immediately prior to a Listing or Sale (a "Conversion Date") the Preferred Ordinary Shares shall convert into the same number of fully paid A Ordinary Shares such that immediately following conversion (but prior to the Listing or Sale) the former holders of the Preferred Ordinary Shares shall hold N per cent (or as near thereto as shall avoid the creation of a fraction of an A Ordinary Share in each case) of the A Ordinary Share capital in issue immediately following conversion but prior to the Listing or Sale. The A Ordinary Share capital in issue immediately following conversion shall for the purpose of this Article 9 be deemed to include any A Ordinary Shares which may be issued after a Conversion Date pursuant to the exercise of options or other rights granted prior to the Conversion Date (whether or not granted pursuant to the Employee Share Option Scheme) or such A Ordinary Shares as may come into existence upon the exercise of any conversion rights attaching to any other securities of the Company issued prior to the Conversion Date.
- 9.2 The balance of Preferred Ordinary Shares not required to be converted in accordance with Article 9.3(a) shall at the election of the Board, forthwith either be redeemed for an aggregate sum of 1p (which sum the relevant shareholders authorise the Board to retain for the benefit of the Company) or be converted into the same number of Deferred Shares.

9.3 (a) For the purpose of this Article 9,

If IRR is equal to 30  
then  $N = 71.25$

If IRR is equal to 45  
then  $N = 60$

If IRR is equal to any figure between 30 and 45 then  $N$  shall be the number resulting from the application of the following formula:-

$$N = 71.25 - \frac{((IRR - 30) \times 11.25)}{15} ; \text{ and}$$

Provided always that for the purposes of the above formula IRR shall be calculated on the basis that the conversion of the Preferred Ordinary Shares pursuant to this Article has already occurred and provided further that IRR shall never be greater than 45 and where IRR is 30 or less  $N$  shall be 71.25.

Provided also that

- (i) where A Ordinary Shares are allotted and issued to the A Ordinary Shareholders pursuant to clause 14 of the Agreement, the figure "71.25" in this Article shall be replaced with 68.75 wherever it shall appear; and
- (ii) subject to 9.3(a)(i) above,  $N$  shall be increased by 4.33 per cent. for every £1 million in aggregate (adjusted pro rata for any lesser or greater sum) invested in the Company by the Preferred Ordinary Shareholders after the date of adoption of these Articles by way of further subscription if the investment has been made so as to enable the Company to meet the requirements of any relevant regulatory authority (including the Civil Aviation Authority).

(b) For the purposes of Article 9.3(a):-

- (i) "IRR" means the annual compound rate of return (expressed as a percentage to the nearest decimal point) on the sum of £13,563,567 calculated from and including the date of adoption of these Articles down to and including the Conversion Date represented by the periodic Cash Flows which rate shall be arrived at by finding that factor which when applied as an annual discount to the periodic Cash Flows as from and including the date of receipt of such periodic Cash Flows down to and including the date of adoption of these Articles produces an aggregate figure equal to or nearest to the sum of £13,563,567.
- (ii) "Cash Flows" means the aggregate of:-

(A) those sums received from the Company on or prior to the Sale or Listing in respect of the A Preference Shares and Preferred Ordinary Shares issued pursuant to the Agreement, and the A Ordinary Shares into which such Preferred Ordinary Shares shall have converted; and including (but without limitation):-

(I) any dividends or other distributions received or which on or prior to or in connection with the Sale or Listing, will be received, from the Company in respect of the A Preference Shares and Preferred Ordinary Shares issued pursuant to the Agreement and the A Ordinary Shares into which such Preferred Ordinary Shares shall have converted; and

(II) any sums received or which on or prior to or in connection with the Sale or Listing will be received on the redemption of the A Preference Shares; and

(B) that amount:-

(I) where conversion occurs immediately prior to a Listing, which is equal to the price per share (expressed in pounds sterling to the nearest three decimal points) at which Ordinary Shares shares in the Company are proposed to be sold in connection with the Listing (in the case of an offer for sale, being the underwritten price (or if applicable the minimum tender price), and in the case of a placing being the placing price) in each case multiplied by the number of shares derived from the A Ordinary Shares into which the Preferred Ordinary Shares shall have converted pursuant to this Article 9; or

(II) where conversion occurs immediately prior to a Sale, which is equal to the aggregate consideration expressed as a cash price (whether that consideration is to be satisfied in cash, shares, loan stock or a combination thereof or otherwise) paid on completion of an agreement or offer to acquire the whole of the issued Ordinary Share Capital of the Company in respect of the A Ordinary Shares in the Company into which the Preferred Ordinary Shares shall have converted pursuant to this Article or shares derived therefrom, or which would have been paid in the case of a part acquisition of the issued Ordinary Share Capital of the Company, if the whole of the issued Ordinary Share Capital had been acquired

**PROVIDED THAT** all such Cash Flows shall be calculated prior to the effect of any tax and for the avoidance of doubt the amounts received shall include any deductions or withholdings therefrom on account of tax and in the case of dividends and other distributions, and excluding



an amount equal to any advance corporation tax payable by the Company and attributable to that dividend or distribution.

9.4 If conversion of all the Preferred Ordinary Shares into A Ordinary Shares shall be insufficient to give the holders of the converted Preferred Ordinary Shares N per cent of the A Ordinary Share capital calculated in each case in the manner set out in Articles 9.1, 9.2 and 9.3, such number of A Ordinary Shares shall at the same time as the conversion of the Preferred Ordinary Shares at the election of the Board forthwith either be redeemed for an aggregate sum of 1p (which sum the relevant shareholders authorise the Board to retain for the benefit of the Company) or be converted into the same number of Deferred Shares as will result in the holders of the converted Preferred Ordinary Shares holding N per cent of the A Ordinary Share capital calculated in the manner aforesaid. The A Ordinary Shares to be redeemed in accordance with this Article shall be selected as nearly as may be to ensure that the number of A Ordinary Shares of each holder thereof is thereby reduced by the same proportion.

9.5 Any conversion pursuant to the rights granted by this Article 9 shall be made on the following terms:-

- (b) conversion shall take effect immediately on a Conversion Date at no cost to the holders thereof and the shares to be converted shall be apportioned rateably (or as near thereto as may be practicable to avoid the apportionment of a fraction of a share) among the holders of shares of that class and the report of the auditors as to the number of shares to be converted, the shares into which they convert and the apportionment of such shares among the holders thereof shall (save in the case of manifest error) be conclusive and binding on the Company and its Members;
- (c) forthwith after the Conversion Date the Company shall issue to the persons entitled thereto certificates for the A Ordinary Shares and the Deferred Shares (as the case may be) resulting from the conversion and the certificates for the shares falling to be converted shall be deemed invalid for all purposes and the holders thereof shall be bound to deliver the same to the Company for cancellation or an indemnity in a form reasonably satisfactory to the Board in respect of any lost certificate;
- (d) the A Ordinary Shares arising on conversion of any Preferred Ordinary Shares shall have the same rights as set out in these Articles in respect of the A Ordinary Shares in the capital of the Company; and
- (e) any conversion of Preferred Ordinary Shares shall be without prejudice either to the right of the holders of those shares immediately before conversion to any unpaid arrears or accruals of the Participating Dividend whether or not the same shall have become due and payable as at conversion.

#### SHARE RIGHTS : OTHER PROVISIONS

##### 10.1 Deferred Shares

- (a) The rights attaching to the Deferred Shares shall be as follows:-

(i) **Income and Capital**

Save as provided in Article 7 the holders of the Deferred Shares shall not be entitled to any participation in the profits or the assets of the Company.

(ii) **Voting**

The Deferred Shares shall not entitle the holders thereof to receive notice of or to attend or to vote at any general meeting of the Company by virtue or in respect of their holding of such Deferred Shares.

(b) **Conversion of Preferred Ordinary Shares or A Ordinary Shares shall be deemed to confer an irrevocable authority on the Company at any time:-**

(i) to appoint any person to execute on behalf of the holders of such Deferred Shares a transfer thereof and/or an agreement to transfer the same for no consideration to such person as the Company may determine as custodian thereof; and/or

(ii) to purchase the same (in accordance with the provisions of the Acts) for not more than an aggregate sum of 1p for all the Deferred Shares without obtaining the sanction of the holder or holders thereof and for the purposes of such purchase to appoint a person to execute on behalf of any holder of the Deferred Shares a contract for the sale to the Company of any such shares held by such holder; and

(c) pending such transfer and/or purchase to retain the certificates for such Deferred Shares.

**10.2 Sale of Share Capital of the Company**

Subject to the Viad Loan Arrangements, in the event of a Sale and notwithstanding anything to the contrary in the terms and conditions governing such Sale (unless all the selling members immediately prior to such Sale have agreed to the contrary for the purposes of this Article 10.2) the selling members immediately prior to such Sale shall procure that the consideration (whenever received) shall be paid into a designated trustee account and shall be distributed amongst such selling members in the following order of priority:-

(a) first, in paying to members selling A Preference Shares (in proportion to the numbers of A Preference Shares being sold by them) an amount equal to all unpaid arrears and accruals of any Fixed Dividend (if any);

(b) secondly, in paying to members selling A Preference Shares (in proportion to the numbers of A Preference Shares being sold by them) an amount equal to the sum payable on the redemption of such A Preference Shares under Article 8.8(a);

- (c) thirdly, in paying to members selling A Ordinary Shares arising on conversion of Preferred Ordinary Shares pursuant to Article 9 as a result of such Sale in proportion to the number of such A Ordinary Shares held by each such member an amount equal to all arrears and accruals of Participating Dividend determined in accordance with Article 6.2;
- (d) fourthly, in paying to members selling A Ordinary Shares arising on conversion of Preferred Ordinary Shares pursuant to Article 9 as a result of such Sale in proportion to the number of such A Ordinary Shares held by each such member an amount equal to the Issue Price of the Preferred Ordinary Shares represented by those A Ordinary Shares;
- (e) fifthly, in paying to members selling A Ordinary Shares (other than A Ordinary Shares as referred to in paragraphs (c) and (d) above) an amount equal to the Issue Price of those A Ordinary Shares; and
- (f) finally, in paying to members selling A Ordinary Shares (which for the avoidance of doubt shall include A Ordinary Shares arising on conversion of Preferred Ordinary Shares into A Ordinary Shares pursuant to Article 9 as a result of such Sale) any remaining balance as will, when aggregated with the payments made pursuant to paragraphs (c), (d) and (e) above, result in Ordinary Shareholders receiving the aggregate of the sums referred to in paragraphs (c) (d) and (e) of this Article 10.2 in proportion to the number of Ordinary Shares held by each of them.

### SPECIAL DIRECTOR

- 11.1 For so long as the Lead Investor holds any shares it shall, and thereafter the A Preferred Ordinary Shareholders acting by simple majority in nominal value of such shares shall, have the right from time to time to appoint one person to be a director of the Company (hereinafter referred to as a "Special Director") and to remove from office any person so appointed and to appoint another person in his place. Any Special Director shall have the right to be appointed as a non-executive director of each subsidiary of the Company and to be appointed to any committee established by the Board or any committee thereof or any committee of the board of directors of any subsidiary. The Board shall determine the amount of fee payable to the Special Director in accordance with the terms of the Agreement.
- 11.2 On any resolution to remove a director appointed pursuant to this Article 11 or to amend or alter this Article 11 or to alter its effect, shares held by the relevant appointors shall together carry at least one vote in excess of 75 per cent of the votes exercisable at the general meeting at which such resolution is to be proposed and such votes shall be apportioned amongst the relevant shareholders in the proportion in which they hold shares conferring the right to appoint a Special Director.
- 11.3 Any appointment or removal pursuant to Article 11.1 shall be in writing served on the Company and signed by the relevant shareholders. Such appointment or removal (which may consist of several documents) may be signed by or on behalf of any such shareholder by its or

their director or secretary or by its or their duly appointed attorney or duly authorised representative.

## VARIATION OF RIGHTS

- 12.1 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 with the consent in writing of the holders of more than three-fourths of the issued shares of that class, or with the sanction of an Extraordinary Resolution passed at a separate meeting of the holders of that class, but not otherwise. To every such separate general meeting all the provisions of these Articles relating to general meetings of the Company or to the proceedings thereat shall, *mutatis mutandis*, apply, except that the necessary quorum shall be two persons at least holding or representing by proxy one-third in nominal value of the issued shares of the class unless all the shares of any class are registered in the name of a single shareholder in which case the quorum shall be that person his proxy or the duly authorised representative of such shareholder (but so that if, at any adjourned meeting of such holders, a quorum as above defined is not present those members who are present shall be a quorum) and that any holder of shares of the class present in person or by proxy may demand a poll and that the holders of shares of the class shall, on a poll, have one vote in respect of every share of the class held by them respectively.
- 12.2 Without prejudice to the restrictions contained in these Articles as to the modification of rights attached to any class of shares in the Company and to the intent that this Article creates rights attaching to the A Preference Shares for the purpose of section 125 of the Companies Act 1985, the rights conferred upon the holders of the A Preference Shares shall be varied by and the prior consent or sanction of the A Preference Shareholders (given in accordance with the provisions of Article 12.1) shall be required for and the Company shall not permit without such consent or sanction:-
- (a) the creation allotment or issue of any shares of the Company or any other member of the Group or the grant of any right to require the allotment or issue of any such shares which as regards redemption, dividend and capital have rights ranking in priority to or *pari passu* with the A Preference Shares;
  - (b) the allotment or issue or disposal of shares in any subsidiary undertaking of the Company other than to a member of the Group;
  - (c) any purchase of the share capital of the Company (other than Deferred Shares in accordance with these Articles) or any reduction in the share capital of the Company (other than the redemption of the A Preference Shares in accordance with Article 8) or of any capital redemption reserve or share premium account or other non-distributable reserve;
  - (d) the proposing of any resolution for a members' voluntary winding-up of the Company;
  - (e) the proposing of any resolution to alter or abrogate the provisions of Article 31;

- (f) any early redemption of the A Preference Shares pursuant to Article 8.1;
- (g) the capitalisation of any profits of the Company otherwise available for distribution in accordance with the Acts; or
- (h) any dividend or other distribution to shareholders after the Company shall have failed or shall have been unable to redeem any A Preference Shares pursuant to Article 8.2 or 8.3 until redemption of the relevant A Preference Shares.

12.3 Without prejudice to the restrictions contained in these Articles as to the modification of rights attaching to any class of shares in the Company and to the intent that this Article creates rights attaching to the Preferred Ordinary Shares for the purpose of section 125 of the Companies Act 1985 the Company shall not undertake nor shall it permit any of its subsidiaries to undertake (and so the reference to the "Company" in Article 12.4 shall be a reference to each of such subsidiaries) any of the matters referred to in Article 12.4 without the prior consent or sanction of the holders of the Preferred Ordinary Shares (given in accordance with the provisions of Article 12.1) unless in respect of the matters contained in Articles 12.4(n) to 12.4(z) (inclusive), the prior approval of the Special Director shall have been given which approval may be given in writing or at the appropriate meeting of the Board convened to consider the relevant matter.

12.4 The matters referred to in Article 12.3 are as follows:-

- (a) the creation allotment or issue of any shares or securities by the Company or the grant of any right to require the allotment or issue of any such shares or securities (other than the creation allotment or issue of any shares or securities pursuant to the Agreement, the Viad Loan Arrangements and the Employee Share Option Scheme, and save as may be necessary to effect the conversion of the Preferred Ordinary Shares and Ordinary Shares pursuant to these Articles);
- (b) the undertaking or entering into of any transaction (otherwise than in accordance with the Agreement) which, if the Company were listed on the London Stock Exchange, where applying the percentage ratios known as the class tests and as defined from time to time for the purposes of the regulations of the London Stock Exchange concerning acquisitions and realisations of assets by listed companies and their subsidiaries would produce a percentage of ten per cent. or more;
- (c) (otherwise than pursuant to the Agreement or these Articles) the increase, reduction, repayment, purchase or repurchase, subdivision, consolidation or other variation of the share capital of the Company or the reduction of the amount, if any, standing to the credit of any non-distributable reserve including the share premium account or capital redemption reserve except for the specific purposes set out in these Articles or as permitted by sections 130(2) and 170(4) of the Companies Act 1985;
- (d) the making of any change in the nature of the business of the Company as at the date of adoption of these Articles or, in the case of a subsidiary undertaking acquired

thereafter, as at the date of such acquisition, which change (in each case) would be material in the context of the Group as a whole;

- (e) the amendment of any provision of the Memorandum of Association or Articles of Association of the Company;
- (f) a Sale or a Listing;
- (g) any change in the accounting reference date of the Company;
- (h) the declaration making or payment of any dividend or other distribution to the holders of the Ordinary Shares;
- (i) the creation, extension or variation of any guarantees save as implied by law or otherwise in the ordinary course of the supply of goods and services by the Company;
- (j) the creation, extension or variation of any mortgage or charge otherwise than in favour of the Company's bankers to secure any borrowing facilities made available in the normal course of business;
- (k) 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 an administrative receiver;
- (l) the lending of money (except to employees of the Company in amounts not exceeding £2,000 per employee or in the ordinary course of business or to a wholly-owned subsidiary for use in the ordinary course of trading);
- (m) any alteration to the terms of any contract or agreement falling within Article 12.4(p) or any increase in 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 but excluding increases arising by reason of contractual entitlement) under any such contract or agreement;
- (n) the appointment to or removal (other than a removal under Article 11 or Article 25) from office of any Director or Chairman of the Company and the entering into or termination of any employment contract or any contract of service or consultancy or service agreement in respect of the services of any person where such person is, or is to be, a Director or shareholder of the Company or a person connected with a Director or shareholder or the remuneration (including pension contributions) payable under any contract (whether or not with a Director or shareholder or person connected with a Director or shareholder) is or is to be in excess of £40,000 per annum (indexed in accordance with the Retail Prices Index (all items));
- (o) other than in the ordinary course of trading, any acquisition or disposal (including any purchase, sale, transfer, lease, licence, hire purchase or otherwise howsoever) by the

Company of any asset or group of assets which acquisition or disposal is material in the context of the Group as a whole or which is for a consideration or having a value:-

- (i) of more than £50,000; or
  - (ii) of more than £10,000 but equal to or less than £50,000 if to proceed with such acquisition or disposal would cause the aggregate of the consideration or values of such items so acquired or disposed of during the then current financial period of the Company to exceed £50,000;
- (p) the entering into of any agreement or commitment or the variation of any such agreement or commitment (excluding for the purposes of this paragraph any agreement or commitment of a type contemplated by Article 12.4(o) above (whether or not the consideration or value concerned is sufficient for the agreement or commitment to fall within Article 12.4(o))) or the acquisition or disposal of the whole or any part of any undertaking, or the acquisition or disposal of any shares in the capital, of any company, where such agreement, commitment, acquisition or disposal is material in the context of the Group as a whole;
- (q) (i) the adoption of a consolidated budget (which shall be prepared by the Board in relation to each Financial Year of the Company and which shall indicate the amount and nature of revenue and capital expenditure proposed to be incurred by the Group during such year, and shall be accompanied by a profit and loss budget and cash forecast or projection of the appropriate periods over the ensuing Financial Year and a forecast year end balance sheet of the Group);
- (ii) the entering into of any capital expenditure commitments unless and to the extent that such commitments have been forecast in the said budget in respect of such Financial Year and such budget has been approved and adopted in accordance with the Agreement;
- (iii) any material revision to the said budget;
- (r) the undertaking or entering into by the Company of any transaction of any nature whatsoever:-
- (i) otherwise than by way of bargain at arm's length and upon normal commercial terms; or
  - (ii) otherwise than in the normal course of business of the Group; or
  - (iii) which, if the Company were listed on the London Stock Exchange, would constitute a related party transaction as defined from time to time for the purposes of the regulations of the London Stock Exchange; or
  - (iv) which is with any Ordinary Shareholder (or person connected with such an Ordinary Shareholder).

- (s) any change in the Company's accounting policies or principles and the basis of their application save as may be required from time to time to comply with changes in the law or with Statements of Standard Accounting Practice or made with the prior approval of the Auditors of the Company;
- (t) the acquisition or formation of any subsidiary undertaking (as defined in the Companies Act 1985);
- (u) any change in the Auditors;
- (v) other than in the ordinary course of trading, the entry into of any contract or agreement for the acquisition of freehold or leasehold real property for a period of longer than five years;
- (w) the commencing of any material litigation; and
- (x) the establishment of, or material variation to the terms of:-
  - (i) any profit sharing, bonus or incentive scheme; or
  - (ii) any share option scheme or shadow share option scheme; or
  - (iii) any pension or life insurance scheme; or
  - (iv) the establishment or variation to the terms of any Employee Trust.

PROVIDED THAT this Article 12.4 shall not apply while the holders of A Preference Shares are entitled to vote in accordance with Article 22.5.

### SUBSCRIPTION RIGHTS

13.1 Notwithstanding anything contained in these Articles and subject to any direction or authority contained in any resolution of the Company the Board is generally and unconditionally authorised for the purposes of section 80 of the Companies Act 1985 to allot relevant securities PROVIDED THAT the authority hereby granted to the Board:-

- (a) shall not permit the Board to allot relevant securities of an amount in excess of the unissued share capital of the Company immediately following the adoption of these Articles;
- (b) shall expire on the fifth anniversary of the date of the adoption of these Articles save that the Board may after the expiry of the said authority allot any relevant securities in pursuance of an offer or agreement made by the Company before the said authority expired.



## LIEN

14. The lien conferred by Regulation 8 of Table A shall attach also to fully paid up shares and to all shares registered in the name of any person indebted or under liability to the Company whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

## TRANSFER OF SHARES: GENERAL

- 15.1 No transfer of any share in the capital of the Company shall be made or registered unless such transfer complies with the provisions of these Articles and the transferee has, if so required, first entered into an appropriate Deed of Adherence pursuant to the Agreement (a "Complying Transfer"). Subject thereto the Board shall sanction any transfer so made unless the registration thereof would permit the registration of a transfer of shares on which the Company has a lien or the Board is otherwise entitled to refuse to register such transfer pursuant to these Articles. The first sentence of Regulation 24 of Table A shall be deleted.
- 15.2 For the purpose of these Articles any reference to a transfer shall mean a Complying Transfer and the following shall be deemed (but without limitation) to be a transfer by a member of shares in the Company:-
- (a) any direction (by way of renunciation or otherwise) by a member entitled to an allotment or transfer of shares that a share be allotted or issued or transferred to some person other than himself; and
  - (b) any sale or any other disposition of any legal or equitable interest in a share (including any voting right attached thereto) and whether or not by the registered holder thereof and whether or not for consideration or otherwise and whether or not effected by an instrument in writing.

## TRANSFER OF SHARES: PERMITTED TRANSFERS

- 16.1 Any member being a body corporate shall be entitled to transfer all or any of its shares to any other body corporate which is for the time being its subsidiary or holding company or another subsidiary of its holding company or subsidiary undertaking which is a body corporate completely owned and controlled by Viad (each such body corporate being hereinafter referred to as a "Group Company") but if a Group Company whilst it is a member of the Company shall cease to be a Group Company in relation to the body corporate first holding the relevant shares after the date of adoption of these Articles it shall within 21 days of so ceasing transfer the shares held by it to such body or any Group Company of such body failing which the member shall be deemed to have given a Transfer Notice pursuant to Article 17.1.
- 16.2 Subject as herein provided any member who is an individual ("the Original Member") may transfer all or any of his shares to his or her spouse or adult children or adult step children or to the trustee or trustees of a trust set up wholly for the benefit of one or more of the transferor his or her spouse children or step children and of which the said member is the settlor ("Trustees") PROVIDED THAT a member acquiring shares pursuant to this Article 16.2

shall not have the like right unless the transfer is to a person to whom the Original Member could have made a transfer pursuant to this Article 16.2.

- 16.3 Any member may at any time transfer any shares in accordance with the provisions of the Acts to the Company.
- 16.4 Any member may at any time transfer all or any of his shares to any other person with the prior written consent of the holders of 95 per cent in nominal value of the equity share capital of the Company for the time being and such consent shall be deemed to have been given in respect of any transfer of shares by the Lead Investor permitted by the Agreement.
- 16.5 Any shares which are held by or on behalf of any collective investment scheme within the meaning of section 75 of the Financial Services Act 1986 (as the same may be amended, modified or replaced from time to time) (the "Transferring Collective Investment Scheme") may be transferred:-
- (a) to participants (within the meaning of the said section as the same may be amended, modified or replaced from time to time) in the scheme in question; or
  - (b) to any other collective investment scheme ("a Commonly Managed Collective Investment Scheme") or person acting on behalf of such scheme which is managed or advised by the same manager or adviser to the collective investment scheme first holding the relevant shares after the date of adoption of these Articles (the "Original Collective Investment Scheme") or by a group undertaking of such manager or adviser provided that if a Commonly Managed Collective Investment Scheme whilst it is a member of the Company shall cease to be a Commonly Managed Collective Investment Scheme in relation to the Original Collective Investment Scheme, it shall within 21 days of so ceasing transfer the shares held by it to, or to a person acting on behalf of, the Original Collective Investment Scheme or any Commonly Managed Collective Investment Scheme of such Original Collective Investment Scheme, failing which the member shall be deemed to have given a Transfer Notice pursuant to Article 17.
- 16.6 Any member may transfer shares to a nominee or trustee for that member alone and any nominee or trustee of any person or persons may at any time transfer any shares to that other person or persons or to another nominee or trustee for that other person or persons PROVIDED THAT no beneficial interest in such shares passes by reason of such transfer.
- 16.7 Any shares may be transferred pursuant to the acceptance of an Appropriate Offer.
- 16.8 Any shares may be transferred pursuant to Articles 17.9.
- 16.9 Subject to Article 16.6, any shares owned by a trust may be transferred by the trustee of such trust to any beneficiary of that trust.
- 16.10 Any shares may be transferred pursuant to clause 10 of the Agreement.

## TRANSFER OF SHARES: PRE-EMPTION

- 17.1 Any member holding shares who wishes to transfer such shares (the "Vendor") otherwise than in accordance with Article 16 shall give notice in writing (the "Transfer Notice") to the Company of his wish specifying:-
- (a) the number and class(es) of shares which he wishes to transfer;
  - (b) the name of any third party to whom he proposes to sell or transfer the shares;
  - (c) the price at which he wishes to transfer the shares which shall be deemed to be fair value as determined by the Auditors pursuant to Article 20 if no price is specified (the "Transfer Price"); and
  - (d) whether or not the Transfer Notice is conditional upon all and not part only of the shares so specified being sold pursuant to the offer hereinafter mentioned and in the absence of such stipulation it shall be deemed not to be so conditional.
- 17.2 Where any Transfer Notice is deemed to have been given in accordance with these Articles the deemed Transfer Notice shall be treated as having specified:-
- (a) that all the shares registered in the name of the Vendor shall be included for transfer;
  - (b) that (subject to Article 19) the price for the shares shall be as agreed between the Board and the Vendor or failing agreement shall be fair value as determined by the Auditors pursuant to Article 20 and such price as agreed or determined shall be the Transfer Price for the purposes of these Articles; and
  - (c) that no condition as referred to in Article 17.1(d) shall apply.
- 17.3 The Transfer Notice shall constitute the Company the agent of the Vendor for the sale of the shares specified therein (the "Sale Shares") at the Transfer Price or in the absence of such an agreement within three days of the Service of the Transfer Notice at fair value as determined by the Auditors pursuant to Article 20 (the "Transfer Price").
- 17.4 No Transfer Notice once given or deemed to be given in accordance with this Article 17 shall be withdrawn unless:-
- (a) the Vendor is obliged to procure the making of an Appropriate Offer pursuant to Article 18 and is unable so to procure. In that event the Vendor shall be entitled to withdraw such Transfer Notice prior to the completion of any transfer, without liability to any person; and
  - (b) the Transfer Notice (being other than a deemed Transfer Notice) is withdrawn within 3 days of the date of the Auditor's certificate referred to in Article 20.

- 17.5 (a) The Company shall as soon as practicable following receipt of a Transfer Notice or, where later, upon the determination of the Transfer Price or, where later upon the expiry of the period for revocation referred to in Article 17.4 or, where later, but only in the case of a deemed transfer pursuant to Article 19, upon the reason for the director or employee becoming a Retiring Member having been agreed or finally determined, give notice in writing to each of the members of the Company informing them that the Sale Shares are available and of the Transfer Price and shall invite each member to state in writing within 21 days from the date of the said notice (which date shall be specified therein) whether he is willing to purchase any and, if so, how many of the Sale Shares. Sale Shares of a particular class specified in column (1) below shall be treated as offered in the first instance to all other persons (other than the Vendor) in the category of persons set out in the corresponding line of Column (2) below in priority to all other classes of shareholder and in so far as such offer shall not be accepted by such persons shall be treated as having been offered to all of the members holding the classes of shares shown in Columns (3), (4) and (5) below in that order of priority as regards acceptances:-

(1)	(2)	(3)	(4)	(5)
Sale Shares	Offered First to	Offered Second to	Offered Thirdly to	Offered Fourthly to
A Ordinary Shares	replacement/ remaining Managers	Employees and/or Employee Trust	A Ordinary Shareholders	Preferred Ordinary Shareholders
Preferred Ordinary Shares	Preferred Ordinary Shareholders	Ordinary Shareholders	A Preference Shareholders	—
A Preference Shares	A Preference Shareholders	Preferred Ordinary Shareholders	Ordinary Shareholders	—

"Employees" means, for the purposes of this Article 17.5, full time employees of the Company or any of its subsidiaries or a person (not being a full time employee) who is offered or is to be offered such employment. Any offer to Employees or an Employee Trust shall only be made if so resolved by the Special Director and shall be for such number of Sale Shares as the Special Director may determine.

- (b) The Sale Shares shall be offered to each class of shareholder on terms that in the event of competition the Sale Shares offered shall be sold to the members accepting the offer in proportion (as nearly as may be) to their existing holdings of shares of the class to which the offer is made (the "Proportionate Entitlement"). It shall be open to each such member to specify if he is willing to purchase shares in excess of his proportionate entitlement ("Excess Shares") and if the member does so specify he shall state the number of Excess Shares.

- (c) After the expiry of the offers to be made pursuant to Article 17.5(a) above or sooner if all the Sale Shares offered shall have been accepted in the manner provided in Article 17.5(a) above, the Board shall within 7 days thereafter, in respect of each offer made to the categories of persons referred to in Columns (2) to (5) (inclusive) in Article 17.5(a) above, allocate the Sale Shares in the following manner:-
- (i) if the total number of shares applied for is equal to or less than the available number of Sales Shares the Company shall allocate the number applied for in accordance with the applications; or
  - (ii) if the total number of shares applied for is more than the available number of Sale Shares, each member shall be allocated his Proportionate Entitlement or such lesser number of Sale Shares for which he may have applied and applications for Excess Shares shall be allocated in accordance with such applications or, in the event of competition, (as nearly as may be) to each member applying for Excess Shares in the proportion which shares of the relevant class held by such member bears to the total number of shares of that class held by all such members applying for Excess Shares PROVIDED THAT such member shall not be allocated more Excess Shares than he shall have stated himself willing to take,

and in either case the Company shall forthwith give notice of each such allocation (an "Allocation Notice") to the Vendor and each of the persons to whom Sale Shares have been allocated (a "Member Applicant") and shall specify in the Allocation Notice the place and time (being not later than fourteen days after the date of the Allocation Notice) at which the sale of the Sale Shares shall be completed SAVE THAT the transfer and completion of the sale of the Sale Shares shall not be sanctioned or effected by the Board if such transfer obliges the Vendor to procure the making of an Appropriate Offer in accordance with Article 18 below, and no such Offer has been made and completed.

- 17.6 Subject to Article 17.7 below, upon such allocations being made as aforesaid, the Vendor shall be bound, on payment of the Transfer Price, to transfer the Sale Shares comprised in the Allocation Notice to the Member Applicants named therein at the time and place therein specified. If he makes default in so doing the Chairman for the time being of the Company or failing him one of the Directors or some other person duly nominated by a resolution of the Board for that purpose, shall forthwith be deemed to be the duly appointed attorney of the Vendor with full power to execute complete and deliver in the name and on behalf of the Vendor a transfer of the relevant Sale Shares to the Member Applicant and any Director may receive and give a good discharge for the purchase money on behalf of the Vendor and (subject to the transfer being duly stamped) enter the name of the Member Applicant in the register of members as the holder or holders by transfer of the shares so purchased by him or them. The Board shall forthwith pay the purchase money into a separate bank account in the Company's name and shall hold such money on trust (but without interest) for the Vendor until he shall deliver up his certificate or certificates for the relevant shares to the Company when he shall thereupon be paid the purchase money.

- 17.7 If the Vendor shall have included in the Transfer Notice a provision that unless all the Sale Shares are sold none shall be sold and if the total number of shares applied for by Member Applicants is less than the number of Sale Shares then the Allocation Notice shall refer to such provision and shall contain a further invitation open for 10 days to those persons to whom Sale Shares have been allocated to apply for further Sale Shares and completion of the sales in accordance with the preceding paragraphs of this Article shall be conditional upon such provision as aforesaid being complied with in full.
- 17.8 In the event of all the Sale Shares not being sold under the preceding paragraphs of this Article the Vendor may at any time within three calendar months after receiving confirmation from the Company that the pre-emption provisions herein contained have been exhausted transfer any Sale Shares not sold to any person or persons at any price not less than the Transfer Price PROVIDED THAT:-
- (a) the Board shall be entitled to refuse registration of the proposed transferee if he is or is believed to be a nominee for a person reasonably considered by the Board to be a competitor or connected with a competitor of the business of the Company and its subsidiaries PROVIDED THAT the Board shall not be so entitled if the effect of such transfer would oblige the Vendor to procure the making of an Appropriate Offer in accordance with Article 18 below and such offer has been made and completed;
  - (b) if the Vendor stipulated in the Transfer Notice that unless all the Sale Shares were sold none should be sold, the Vendor shall not be entitled, save with the written consent of all the other members of the Company, to sell hereunder only some of the Sale Shares comprised in the Transfer Notice to such person or persons;
  - (c) any such sale shall be a bona fide sale and the Board may require to be satisfied in such manner as it may reasonably require that the Sale Shares are being sold in pursuance of a bona fide sale for not less than the Transfer Price without any deduction, rebate or allowance whatsoever to the purchaser and if not so satisfied may refuse to register the instrument of transfer; and
  - (d) the Board shall refuse registration of the proposed transferee if such transfer obliges the Vendor to procure the making of an Appropriate Offer in accordance with Article 18 below, until such time as such offer has been made and completed.

#### COME ALONG OPTION

- 17.9 (a) Subject to the Viad Loan Arrangements, if any Vendor or Vendors ("Vendors") holding in aggregate 50 per cent of the Preferred Ordinary Shares wish to transfer Preferred Ordinary Shares in the Company representing in aggregate not less than 50 per cent of the Preferred Ordinary Shares of the Company (the "50 Per Cent Holding") to any person (the "Third Party") in a bona fide transaction then;
- (i) provided that such Vendors are transferring all their Preferred Ordinary Shares in the Company the Vendors shall also have the option (the "Come Along

Option") to require all of the other Shareholders to transfer all their shares to the Third Party or as that Third Party directs; and

- (ii) the provisions of Article 18 shall not apply to any acquisition of shares pursuant to this Article 17.9.
- (b) The Vendors shall give notice to the Company and all the other Shareholders of the intention to transfer the 50 Per Cent Holding and the price at which the shares comprising the 50 Per Cent Holding are to be sold and may only exercise the Come Along Option and/or transfer such shares within seven days after giving such notice (that seven day period being called the "come along option period").
- (c) The Vendors may only exercise the Come Along Option by giving notice to that effect (the "Come Along Notice") to the other Shareholders (the "Called Shareholders") specifying that the Called Shareholder is required to transfer its shares pursuant to Article 17.9(a) and the price at which the called shares are to be transferred (the "Called Shares").
- (d) A Come Along Notice, once given, is irrevocable but both the notice and all obligations under the notice will lapse if for any reason the Vendors do not transfer all of the shares to the third party.
- (e) The Called Shareholders shall be obliged to sell the Called Shares at the price per share to be paid by the Third Party to the Vendors in respect of the 50 Per Cent Holding PROVIDED ALWAYS that in the event that the Vendors and the Third Party are connected or acting in concert then the price per share shall not be less than fair value as determined by the Auditors in accordance with Article 20 and this Article 17.9(c) (after taking into account that the whole of the Ordinary and Preferred Ordinary Share capital of the Company is to be sold (and for the avoidance of doubt without making a discount for a minority holding) and on the basis that the business of the Company is a going concern).
- (f) Upon the exercise of the Come Along Option in accordance with this Article 17, each of the Called Shareholders shall be bound to sell its Called Shares for the price determined in accordance with this Article 17 (or pursuant to Article 20 as appropriate).
- (g) Completion of the sale of the Called Shares shall take place on the date specified for that purpose by the Vendors to the Called Shareholders except that:-
  - (i) the Vendors may not specify a date that is less than 21 days after the date of the Come Along Notice, and
  - (ii) the date so specified by the Vendors shall be the same date as the date proposed for completion of the sale of the 50 Per Cent Holding, unless all of the Called Shareholders and the Vendors agree otherwise.

## TRANSFER OF SHARES: CHANGE OF CONTROL

18.1 Subject to Article 18.2 if the effect of any transfer of shares by a Vendor would, if completed, be to enable any person or persons connected with each other or persons acting in concert with each other:-

- (a) to obtain Control over or increase Control beyond that number of shares in the Company which in aggregate confer 30 per cent or more of the voting rights normally exercisable at general meetings of the Company; or
- (b) to obtain Control over or increase Control beyond 25 per cent in nominal value of the Preferred Ordinary Shares or the Ordinary Shares of the Company then in issue;

the Vendor shall procure the making by the proposed transferee of the Vendor's shares of an Appropriate Offer to all of the other members of the Company (other than any person or persons connected with each other or acting in concert with each other who shall as a consequence of the proposed transfer obtain or, where relevant, increase such Control). Every shareholder on receipt of an Appropriate Offer shall be bound within 28 days of the date of such offer (which date shall be specified therein) 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 Appropriate Offer has been made and completed the Board shall not sanction the making and registration of the relevant transfer.

18.2 The provisions of Articles 18.1 shall not apply to any transfer of shares:-

- (a) pursuant to Article 16; or
- (b) to any Subscriber (as set out in Schedule 2 to the Agreement) or the nominee for any such Subscriber or to any person who has directly or indirectly acquired shares from any such Subscriber or nominee for any such Subscriber pursuant to a transfer permitted by Article 16.

18.3 For the purposes of these Articles "Control" means the right by virtue of holding shares, other than A Preference Shares, in, or the possession of voting power in or in relation to, the Company or any other body corporate to exercise or procure the exercise of the voting rights attached to the relevant shares.

18.4 "Appropriate Offer" means an unconditional offer approved by the Board, open for acceptance for not less than 28 days, to purchase the Ordinary Shares and Preferred Ordinary Shares held by the recipients of an Appropriate Offer for a consideration in cash or with a cash alternative acceptable to the Lead Investor equal to the higher of:-

- (a) fair value for the Ordinary Shares and Preferred Ordinary Shares taken as one class determined by the Auditors pursuant to Article 20 below apportioned between each class in accordance with the percentage of the equity share capital attributable to each class assuming conversion of the Preferred Ordinary Shares in accordance with Article 9; or



- (b) par: or
- (c) the highest price per share (exclusive of stamp duty, stamp duty reserve tax and commission) paid or to be paid by any person or persons referred to in Article 18.1 for the Ordinary Shares or the Preferred Ordinary Shares in the Company (inclusive of the shares giving rise to the obligation to make the Appropriate Offer) within the period of one year prior to and on the proposed date of completion of such transfer of shares plus such further amount equal to any other consideration (in cash or otherwise) received or receivable by the holders of such shares which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for such shares, multiplied by the number of Ordinary Shares and Preferred Ordinary Shares and apportioned between each class in the manner referred to in paragraph (a) above.

**PROVIDED THAT** the amount paid for each Preferred Ordinary Share shall be increased by the amount of all dividends in arrears or accrued up to the date of the Appropriate Offer.

- 18.5 In the event of disagreement, the calculation of the relevant Appropriate Offer price shall be referred to an umpire (acting as expert and not as arbitrator) nominated by the parties concerned (or in the event of disagreement as to nomination appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales) whose decision shall be final and binding in the absence of manifest error.

#### **TRANSFER OF SHARES: RETIRING MEMBERS**

- 19.1 Whenever any employee or director of the Company or any subsidiary of the Company or any individual who is otherwise having his services provided to the Company (the "Departing Employee") shall, for any reason, cease to be a director or employee of the Company or any subsidiary of the Company, or shall cease to have his services provided to the Company, or upon the business of the company of which he is a director or employee being sold by the Company or such subsidiary, or upon the subsidiary of which he is a director or employee being sold by the Company and, in either such case, he ceases to be a Director or employee of either the Company or any of its then remaining subsidiaries then, (if the reason for the person having become a Departing Employee is alleged to fall within paragraphs (a) or (b) of article 19.2) 14 days after it has been agreed or established whether the circumstances which apply are as set out in paragraphs (a) or (b) of article 19.2 or not, or, (if the reason for the person having become a Departing Employee is not alleged to fall within paragraphs (a) or (b) of article 19.2) 14 days after the date of such cessation:-

- (a) such Departing Employee, in respect of all shares of whatever class then held by him;
- (b) any person or persons (or their nominees) to whom shares formerly held by such Departing Employee have been transferred (whether or not by such Departing Employee) pursuant to article 16 (other than article 16.10), in respect of all shares so transferred.

- (c) any person or persons who, in relation to the Departing Employee, is or are a Trustee or Trustees (as defined in article 16.2) (or their nominees), in respect of all shares of whatever class then held by such Trustees;
- (d) Any person who holds shares which were originally subscribed as a consequence of his relationship with the Departing Employee; and
- (e) any person or persons (or their nominees) to whom shares formerly held by such Trustee(s) (or their nominees) have been transferred pursuant to article 16 (other than article 16.10) (whether or not by such Trustee(s) or their nominee(s)), in respect of all shares so transferred.

(all of such persons, inclusive of the Departing Employee, being the "Retiring Members") shall each give, or shall each be deemed to have given, a Transfer Notice to the Company indicating that he desires and/or they desire (as the case may be) to transfer all of their shares in the Company (the "Transfer Shares"). The requirements of this article 19 may, with the consent in writing of the Special Director, be waived in whole or in part in respect of any Retiring Member by the Board of directors.

19.2 If the reason for the person having become a Departing Employee is:-

- (a) a result of fraud or theft (in each case, as determined by a court of law) by the Departing Employee (whether or not connected with his employment by, or his being a director of, the Company or any subsidiary of the Company or whether or not connected with the provision of his services to the Company or any subsidiary of the Company); or
- (b) as a result of:-
  - (i) his dismissal or the termination of the Departing Employee's service contract (or other arrangements pursuant to which his services are provided to the Company and/or any subsidiary of the Company) or circumstances which, for any reason, justify (or which, if the Departing Employee were an employee of the Company or any such subsidiary, would so justify) the summary dismissal or summary termination (without, for the avoidance of doubt, notice being required) (i) of the Departing Employee's service contract or other arrangements pursuant to which his services are provided or (ii) at common law; or
  - (ii) the services of the Departing Employee (whether provided in accordance with the terms of a service contract or other arrangements pursuant to which his services are provided to the Company and/or any subsidiary of the Company) being or becoming no longer available to the Company and/or any such subsidiary in breach (other than by breach by the Company or any such subsidiary) of such service contract or other arrangements

then the Transfer Price shall be the lower of (a) the Issue Price and (b) fair value as determined by the auditor pursuant to Article 20;

19.3 If the reason for the person having become a Departing Employee is other than as set out in (a) or (b) of Article 19.2 above or is as a result of:-

- (i) his ceasing to be a director or employee of the Company and/or any subsidiary of the Company or ceasing to have his services provided to the Company and/or any subsidiary of the Company by reason solely of the fact that he is employed by a subsidiary the business of which is sold or otherwise disposed of by the Company or such subsidiary; or
- (ii) the subsidiary of the Company of which he is a director or employee being sold by the Company;

then the Transfer Price shall be the higher of (a) the Issue Price and (b) fair value as determined by the auditors pursuant to Article 20.

19.4 Notwithstanding the provisions of articles 19.1 and 19.2, a Retiring Member shall not be deemed to have given a Transfer Notice at the sole discretion of the Board of directors and the Special Director.

#### TRANSFER OF SHARES: VALUATION

20.1 In the event that the Auditors are required to determine the price at which shares are to be transferred pursuant to these Articles such price shall be the amount the Auditors shall on the application of the Board (which application shall be made as soon as practicable following the time it becomes apparent that a valuation pursuant to this Article 20 is required) certify in writing to be the price which in their opinion represents a fair value for such shares as between a willing vendor and a willing purchaser as at the date the Transfer Notice or deemed Transfer Notice is given and, in making such determination, the Auditors shall not take any account of whether the Sale Shares comprise a majority or a minority interest in the Company nor the fact that transferability is restricted by these Articles (and shall assume that the entire issued share capital of the Company is being sold).

20.2 In so certifying, the Auditors shall act as experts and not as arbitrators and their decision shall be final and binding on the parties.

20.3 The costs of the Auditors shall be borne by the Company unless in the case of a determination required pursuant to the provisions of Article 17.2 the amount determined by the Auditors is less than that suggested by the Board in which event the costs of the Auditors shall be borne by the Vendor.

#### TRANSFER OF SHARES: COMPLIANCE AND DISENFRANCHISEMENT

21.1 For the purpose of ensuring that a transfer of shares is duly authorised hereunder or that no circumstances have arisen whereby a Transfer Notice is required to be or ought to have been

given hereunder or an Appropriate Offer is required to be or ought to have been made the Board may, and shall if so requested by any holder of Preferred Ordinary Shares from time to time require any member or the legal personal representatives of any deceased member or any person named as transferee in any transfer lodged for registration or such other person as the Board may reasonably believe to have information relevant to such purpose, to furnish to the Company such information and evidence as the Board may think fit regarding any matter which they deem relevant to such purpose including (but not limited to) the names addresses and interests of all persons respectively having interests in the shares from time to time registered in the member's name.

21.2 Failing such information or evidence being furnished to enable the Board to determine to its reasonable satisfaction that no such Transfer Notice is required to be or ought to have been given or that no Appropriate Offer is required to be or ought to have been made or that as a result of such information and evidence the Board is reasonably satisfied that such Transfer Notice is required to be or ought to have been given or that an Appropriate Offer is required to be or ought to have been made:-

- (a) a Transfer Notice shall be deemed to have been given by the holder of the relevant shares in respect of such shares, where the purpose of the enquiry by the Board was to establish whether a Transfer Notice is required to be or ought to have been given; or
- (b) where the purpose of the enquiry by the Board was to establish whether an Appropriate Offer is required to be or ought to have been made, then the shares held by or on behalf of the person or persons connected with each other or acting in concert with each other who has or have obtained Control over or increased Control beyond the number or percentage of shares as are referred to in Article 18.1, shall cease to entitle the holder or holders thereof or any proxy to voting rights (whether on a show of hands or on a poll and whether exercisable at a general meeting of the Company or at a separate meeting of the class in question) otherwise attaching to such shares or to any further shares issued in right of such shares or in pursuance of an offer made to the holders thereof to the extent that will result in such person or persons aforesaid only being able to control that percentage of the voting rights attaching to the Preferred Ordinary Shares and Ordinary Shares that such person or persons were in a position to control prior to the obligation to procure the making of an Appropriate Offer arising.

## VOTING RIGHTS

- 22.1 Regulation 54 of Table A shall be modified in accordance with the following provisions of this Article.
- 22.2 A proxy shall be entitled to vote on a show of hands.
- 22.3 Without prejudice to Article 11 on a poll every member shall have one vote for every A Ordinary Share of which he is the holder and which is fully paid up or credited as fully paid.
- 22.4 Subject to Article 22.5 below, the A Preference Shares shall not carry any rights to vote at a general meeting.

22.5 In the event that:-

- (a) for whatever reason any dividend on the A Preference Shares is not paid within 28 days of the due dividend date in accordance with Article 6.1; or
- (b) the profits of the Company, as derived from the appropriate management accounts, for any period in respect of which the instalment of the Fixed Dividend is to be paid and after applying thereto a notional rate of tax equal to the corporation tax rate from time to time, are not equal to or in excess of the instalment of the Fixed Dividend payable in respect of that period; or
- (c) the A Preference Shares have not been redeemed upon the happening of the events referred to in Article 8 hereof (notwithstanding as referred to in Article 8 the Company is unable to redeem the shares upon the happening of such event); or
- (d) the business of the meeting includes a resolution for the winding up of the Company, a reduction in the capital of the Company or a resolution adversely altering, varying or abrogating any of the special rights and privileges attaching to the A Preference Shares;

then the A Preference Shares shall be entitled to vote: in the case of paragraph 22.5(a) until the due payment of such dividends; in the case of paragraph 22.5(b) until cumulative profits (computed as aforesaid) for the said period and subsequent periods are equal in amount to the cumulative instalments of the Fixed Dividend for the same period; in the case of paragraph 22.5(c) until the A Preference Shares required to be redeemed pursuant to Article 8 have been so redeemed; and, in the case of paragraph 22.5(d) only on any such resolution as is there mentioned.

#### DIRECTORS : ROTATION

23. The Directors shall not be liable to retire by rotation and accordingly the second and third sentences of Regulation 79 of Table A shall not apply to the Company and in Regulation 78 of Table A the words "Subject as aforesaid" and "and may also determine the rotation in which any additional directors are to retire" shall be deleted and the last sentence of Regulation 78 shall be deleted.

#### DIRECTORS : VACATION OF OFFICE

24. The office of any Director shall be vacated if:-
- 24.1 (being an executive Director) he shall for whatever reason cease to be employed by the Company or any subsidiary of the Company; or
  - 24.2 (save in respect of any Special Director or B Director) all the other Directors request his resignation in writing; or.

- 24.3 in the case of a Special Director notice of his removal shall be served in accordance with Article 11

and the provision of Regulation 81 of Table A shall be extended accordingly.

#### **DIRECTORS : APPOINTMENT OF ADDITIONAL DIRECTORS**

- 25.1 Subject to Article 12.3, the holders of not less than one half in nominal value of the shares then giving the right to attend and vote at general meetings of the Company may, at any time and from time to time, remove any Director from office or appoint any person to be a Director.
- 25.2 Any appointment or removal pursuant to Article 26.1 shall be in writing served on the Company and signed by the relevant shareholders and such appointment or removal (which may consist of several documents) may be signed by or on behalf of any such shareholder by its or their director or secretary or by its or their duly appointed attorney or duly authorised representative.
- 25.3 This Article is not to be taken as depriving any person removed under it of compensation or damages payable to him in respect of the termination of his appointment as Director or of any appointment terminating with that as Director.
- 25.4 The provisions of this Article shall not apply to the Special Director or the B Director.

#### **ALTERNATE DIRECTORS**

- 26.1 The appointment by the Special Director or the B Director of an alternate Director shall not be subject to approval by a resolution of the Board and Regulation 65 of Table A shall be modified accordingly. In Regulation 67 of Table A the words "but, if" and the following words to the end of the Regulation shall be deleted.
- 26.2 An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Regulation 66 in Table A shall be modified accordingly.
- 26.3 A Director, or any such other person as is mentioned in Regulation 65 of Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Board or of any committee of the Board to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

#### **PROCEEDINGS OF DIRECTORS**

27. Any Director or member of a committee of the Board may participate in a meeting of the Board or such committee by means of conference telephone or other system of communication

whereby all persons participating in the meeting can hear and speak to each other simultaneously and any Director or member of a committee participating in a meeting in this manner shall be deemed to be present in person at such meeting.

### CONFLICTS OF INTEREST

28. A Director shall not vote as a Director on any resolution concerning a matter in which he has, directly or indirectly, any kind of interest or duty whatsoever save in respect of the matters specified in paragraphs (a) to (d) (inclusive) of Regulation 94 of Table A except in the case of any Director (other than a Special Director and the B Director), with the prior written consent of the Special Director, (or in the event that there is no Special Director the prior written consent of the holders of a majority in nominal value of the Preferred Ordinary Shares) and, in the case of a Special Director, with the prior written consent of the Chairman. Regulation 94 of Table A shall be modified accordingly. The B Director shall be entitled to vote on any resolution concerning a matter in which Viad has, directly or indirectly, any kind of interest.

### THE SEAL

- 29.1 If the Company has a seal it shall only be used with the authority of the Board or of a committee of the Board. The Board may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the secretary or a second Director. The obligation under Regulation 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal.
- 29.2 The Company may exercise the powers conferred by section 39 of the Companies Act 1985 with regard to having an official seal for use abroad, and such powers shall be vested in the Board.

### BORROWING POWERS

- 30.1 Subject as hereinafter provided 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 Acts, 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. The Board shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiaries (if any) so as to secure (so far, as regards subsidiaries, as by such exercise they can secure) that the aggregate amount for the time being remaining undischarged of all moneys borrowed by the Group (which expression in this Article means and includes the Company and its subsidiary undertakings for the time being) and for the time being owing to persons outside the Group shall not at any time, without the previous consent or sanction of the holders of the A Preference Shares and Preferred Ordinary Shares given in accordance with Article 12, exceed a sum equal to £100,000.
- 30.2 A certificate or report by the Auditors as to the amount of any borrowings or whether the limits on borrowings imposed by this Article has or has not been exceeded at any particular

time shall (in the absence of manifest error) be conclusive and binding on the Company and its members.

- 30.3 No lender or other person dealing with the Company or any of its subsidiaries shall be concerned to see or inquire whether the said limit is observed and no debt incurred or security given in excess of such limit shall be invalid or ineffectual except in the case of express notice to the lender or the recipient of the security at the time when the debt was incurred or security given that the said limit has been or would thereby be exceeded.

### INDEMNITY

31. Subject to the provisions of the Acts, every Director or other officer of the Company shall be indemnified out of the assets of the Company against all costs, charges, expenses, losses or liabilities which he may sustain or incur in or about the 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 judgement 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 from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company. No 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 proper execution of the duties of his office or in relation thereto. The Board shall have power to purchase and maintain for any Director or other officer of the Company insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company. But this Article shall only have effect insofar as its provisions are not avoided by section 310 of the Companies Act 1985.